



City Council Regular Meeting Agenda

Monday, July 28, 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/84204473555>)
to participate in a meeting remotely.**

- 1. Work Session Agenda (5:30 pm) & Packet**
 - a. Masonic Lodge Mural and Park Proposal
 - b. Parking Plan Update
Draft Updated Parking Plan
Planning Considerations
 - c. City Hall Administrative Staff Update
City Hall Administrative Staff Update
 - d. Sewer Connections related to Four Points Project
 - e. Water Facilities Monitoring Systems
 - f. Budget 2026 Preparation Schedule
Budget 2026 Preparation Schedule
 - g. Refurbished Coach Excursion at Georgetown Loop
- 2. Call to Order Regular Meeting (7:00 P.M.)**
- 3. Roll Call**
- 4. Pledge of Allegiance**
- 5. Agenda Approval**
- 6. Conflict of Interest**
- 7. Approval of Minutes**
 - a. Motion to approve the minutes from July 14th, 2025
- 8. Approval of Bills**
 - a. Motion to approve bills through July 28th, 2025
- 9. Public Comment**

10. Unscheduled Public Comment

11. Liquor Licensing Authority

12. Finance Officer

- a. June 2025 Financial Statements

13. Resolutions

- a. Motion to approve Resolution #22, Series 2025, A Resolution Designating a Temporary Handicap Parking Space at 417 15th Avenue, North West Parking Space on 15th Avenue Nearest to Permit Address.
- b. Motion to approve Resolution #23, Series 2025, A Resolution Approving the Intergovernmental Agreement with Clear Creek County for Coordination of the 2025 Election.
- c. Motion to approve Resolution #24, Series 2025 A Resolution Amending the 2024 City Compensation Plan to Adopt a Salary Range and Job Description for Public Works Director.
- d. Motion to approve Resolution #25, Series 2025 A Resolution Adopting the Executive Report for the City Council Strategic Planning Retreat.

14. Ordinance First Reading

- a. Ordinance #16, Series 2025 An Ordinance Adopting a New Section 15-59 of the Idaho Springs Municipal Code Concerning Motor Vehicle Registration.

15. Ordinance Second Reading

- a. **PUBLIC HEARING:** Ordinance #11, Series 2025, An Ordinance Amending Sections 21-15, 21-50, 21-63, 21-106 and 21-127 of the Idaho Springs Municipal Code to Adjust Regulations Pertaining to Accessory Dwelling Units in Response to House Bill 24-1152 and Making Conforming Amendments in Connection Therewith

16. City Attorney

- a. Attorney memo with one request for action: Move to approve the Opioid Settlement Participation and Release Form concerning the Purdue Direct Settlement and authorize the Mayor and Clerk to execute the same.

17. City Administrator

- a. Staff report attached with one request for action:

Motion to approve a proposal from Historic Rail Adventures, LLC in the amount of \$79,125 to complete the restoration of Train Coach 70 (account #21-61-7042).

18. Administration Department

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

Assistant City Administrator Report

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

19. Police Department

- a. Staff Report

20. Public Works Department

21. Water Facilities Department

- a. Staff Report with 6 requests for action.
 - 1. Move to approve Paving of Wall Street by A Fast Patch in the amount of \$104,500.00 from line item #23-00-6016
 - 2. Move to approve Idaho Street Sanitary Sewer line hook up to the new main in the amount of \$64,950.00 to Apex Underground, a subcontractor to Mountain West Contractors from line item #52-72-7901
 - 3. Move to approve Demolition of buildings located at 103 Idaho Springs Road (AKA Ball Park Storage yard) to Empire Demolition in the amount of \$18,760.00 from line item #21-00-6032
 - 4. Move to approve Demolition of building located at 1856 Colorado Blvd (AKA Get Gassed) to Empire Demolition in the amount of \$10,370.00 from line item #59-70-7901
 - 5. Move to approve contract at the Water Treatment Facility with Browns Hill Engineering for a vSaaS support and equipment for the amount of \$46,630.00 down and \$3,109.00 a month for 5 years.
 - 6. Move to approve contract at the Water Resource Reclamation Facility with Browns Hill Engineering for a vSaaS support and equipment for the amount of \$61,157.00 down and \$4,344.00 a month for 5 years.

22. Committee Reports

23. City Clerk/Treasurer

24. Mayor/Council

- a. CCC Mayor & Commissioners Youth Award Thank You

25. Executive Session

Executive session under C.R.S. section 24-6-402(4)(a) and (e) to discuss the potential acquisition of real property, to determine strategy and to instruct negotiators concerning the same.

- a. Motion to go into Executive session under C.R.S. section 24-6-402(4)(a) and (e) to discuss the potential acquisition of real property, to determine strategy

and to instruct negotiators concerning the same.

26. Adjourn

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

Participation

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

General Guidelines

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

CITY OF IDAHO SPRINGS, COLORADO PARKING PLAN

(Effective ~~7-28-25~~6-24-2024)

This Parking Plan governs the parking of vehicles within the City of Idaho Springs, Colorado. Parking in violation of this Plan is unlawful as provided by Section 21-4 of the Idaho Springs Municipal Code.

Section 1. Parking motor vehicle on private ground. No person shall park or stand a motor vehicle or other personal property on premises of another or in the lawful possession of another without the permission of the owner or person in possession thereof. Any vehicles parked in excess of 72 hours may be deemed abandoned.

Section 2. Parking lot use. No person shall perform maintenance work on vehicles or otherwise use the city parking lots for any other purpose than parking vehicles or repairing temporarily disabled vehicles, unless approved by the City Council.

Section 3. Stopping, standing, or parking in alleys.

No person shall stop, stand or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials; and no person shall stop, stand or park a vehicle in any other alley in such a manner or under such conditions as to leave available less than ten (10) feet of the roadway for the free movement of vehicular traffic.

No person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway or entrance to any abutting property.

Section 4. City parking lot hours. Except as otherwise provided herein, no person shall park any vehicle for more than twelve (12) consecutive hours in any City Parking Lot unless otherwise designated by official signs. Vehicles registered with residential parking permits and vehicles owned by and registered to political subdivisions of the state of Colorado, including their departments, agencies, etc., are excepted from this time limitation. For the purposes of this Parking Plan, the Parking Lots in the following locations shall be deemed to be “City Parking Lots”:

- a. The North side of Water Street between 14th and 17th ~~Avenues~~
- b. On the Southwest corner of 16th Avenue and Colorado Blvd.
- c. On the North side of Riverside Drive, the posted areas in the 3200 and 3300 blocks
- d. The South side of Idaho Street between 12th Avenue and 13th Avenue
- e. The east side of Highway 103 across from Carlson Elementary School
- d.f. The north side of Colorado Boulevard in the 1800 block

Section 5. Handicap parking.

Notice of handicap parking spaces shall be given by posting a single approved sign giving notice of the applicable restrictions, and any time or other limitations thereon, at the front of the space or on a wall or fence beside the space. When possible, the curb in the handicap parking space shall be painted blue.

To be legally parked in a handicap parking space, a vehicle must display an approved appropriate hang tag or license plate.

Permanent handicapped parking spaces shall be provided as follows:

- a. There shall be the following number of handicap parking spaces in the following city parking lots:
 - i. One (1) space in the lot located at 13th Avenue and Idaho Street; and
 - ii. Two (2) spaces in the lot bordered by 15th and 17th Avenues, Water Street and the area known as the “Walking Mall” behind the buildings on the south side of Miner Street between 15th and 17th Avenues.
- b. There shall be one (1) handicap parking space on the west side of 14th Avenue immediately south of Center Alley, in front of the Library. Handicap parking in this space shall be limited to three (3) hours.
- c. There shall be two (2) handicap parking spaces on the east side of 14th Avenue just north of Miner Street adjacent to the Senior Center between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
- d. There shall be one (1) handicap parking spaces on the north side of Colorado Boulevard, beginning at a point fifteen (15) feet east of the hydrant at the corner of Colorado Boulevard and 16th Avenue.
- e. There shall be one (1) handicap parking space on the west side of 15th Avenue, beginning at the point thirty-four feet (34') north of the north edge of the sidewalk at the corner of Colorado Boulevard and 15th Avenue.
- f. There shall be one (1) handicap parking space on the east side of 17th Avenue, beginning at the point fifteen (15) feet south of the corner of Miner Street and 17th Ave.
- g. There shall be one (1) handicap parking space in the parking lot for the Visitor and Heritage Center.
- h. There shall be one (1) handicap parking space on the north side of Colorado Boulevard in the parking lot for Courtney-Ryley-Cooper Park.
- i. There shall be one (1) handicap parking space on the south side of the 2800 block of Colorado Boulevard just east of Miner Street.
- j. There shall be one (1) handicap parking space on the north side of the 2900 block of Colorado Boulevard just east of Gilson Street.

The City Council may by resolution designate temporary handicap parking spaces to accommodate persons with disabilities who do not have off-street parking available on their property, or whose off-street parking does not permit reasonable access for them.

- k. Such designation shall be requested on forms provided by the city.
- l. Such designation shall be for one (1) year from the date of the resolution approving the same and may be extended one (1) year at a time by making renewal application on forms provided by the city.
- m. If the person for whom such designation was approved dies, relocates, recovers, or becomes rehabilitated with regard to such person's disability, the authority for the designation shall be immediately revoked and the signs removed.

Section 6. Fifteen (15) & Thirty (30) - Minute Parking Spaces

Fifteen (15) – Minute Parking Spaces are hereby established with signage at the following locations:

Miner Street, north side in front of Library Book Depository

14th Avenue, west side, first space south of Miner Street

15th Avenue, east side, first space south of Miner Street

16th Avenue west side, first space north of Miner Street

16th Avenue east side, first space north of Center Alley

17th Avenue, west side, first space north of Miner Street

One space in front of 2736 Colorado Boulevard

One space in front of 2801 Colorado Boulevard

One space in front of 2812 Colorado Boulevard

One space in front of 2818 Colorado Boulevard

m.

Section 6. Loading zones.

Loading zones are hereby established in the following locations and parking in such locations is prohibited except to load or unload passengers or materials:

<i>Name of street or alley</i>	<i>Portion affected (terminal limits)</i>
15 th Avenue at Miner Street	Southwest corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun., and Holidays

16 th Avenue at Miner Street	Northeast corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun., and Holidays
17 th Avenue at Miner Street	Southwest corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun., and Holidays
14 th Avenue to 15 th Avenue	Northwest corner of 14 th Avenue to private parking lot at northeast corner before 15 th Avenue, on Idaho Street, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun., and Holidays.
Idaho Street	Northwest corner of 14 th Avenue to private parking lot at northeast corner before 15 th Avenue, on Idaho Street, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun., and Holidays.
City Parking Lots	As designated by official signs.

The City Council may, by resolution, authorize the Public Works Superintendent to designate special parking zones for loading and unloading passengers or materials and to delete such special parking zones by posting or removing appropriate signs.

When official signs are erected giving notice thereof, no person shall park a vehicle for the purpose of loading or unloading materials within the “Downtown Historic District” * except during the following hours:

Loading of Materials Restricted to 5:00 A.M.-10:00 A.M.

*For purposes of this parking restrictions, the Downtown Historic District shall be The Historic Preservation District of the City, as designated and defined by Section 22-3 of the Idaho Springs Municipal Code from time to time.

All of Blocks 7,8,15,16,20,22,25,28 and 33; the West 1 foot of Lot 9, all of Lots 10,11 and 12, Bloc 9; and the South 40 feet of Lots 1 and 2, Block 17; all within the City of Idaho Springs, County of Clear Creek, Colorado.

Section 7. Parking on certain streets. Vehicles may be parked on the east side of 8th Avenue from High Street north to the city limits, facing a southerly direction with the left-hand wheels parallel to and within twelve (12) inches of the left-hand curb or as close as practicable to the right edge of the left-hand shoulder.

Section 8. Stopping, standing, or parking during certain hours on certain streets. When official signs are erected giving notice thereof, no person shall stop, stand, or park a vehicle between the hours specified herein on any day. As defined by the Model Traffic Code currently in force within the City upon any of the streets as follows:

<i>Name of street</i>	<i>Portion affected (terminal limits) Regulations in effect: from – to</i>
Miner Street	From Miner Street Bridge to 13 th Avenue from 3:00 a.m. to 7:00 a.m.
Colorado Boulevard	From 2800-2900 block 3:00 a.m. to 7:00 a.m.
Colorado Boulevard	2000 block in spaces designated for fire department use only

Section 9. Parking prohibited at all times on certain streets. When official signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts thereof:

<i>Name of street</i>	<i>Portion affected (terminal limits)</i>
Virginia Street	North side from Canyon Street to west city limits, 19 th Avenue to Canyon Street
Wall Street	South side from 19 th Avenue to 23 rd Avenue South side from 14 th Avenue to 16 th Avenue
Idaho Street	South side from 13 th Avenue to 15 th Avenue
Riverside Drive	Virginia Canyon Flume to 23 rd Avenue south side
Miner Street	South side from Miner Street Bridge East to Miner Street and Colorado Junction at the 2300 Block South side from 3 rd Avenue to 1 st Avenue South side from 8 th Avenue to 10 th Avenue
Canyon Street	North from Virginia Street to city limits, on either side
11 th Avenue	East side of 11 th Avenue from Idaho Street to Miner Street
12 th Avenue	East and west sides of 12 th Avenue from Idaho Street to Miner Street. West side of 12 th Avenue accesses recreation center off-street parking
13 th Avenue	East side of 13 th Avenue, northerly 40 feet from Virginia Street to city limits. Fire lane. East side of 13 th Avenue between Idaho Street and Colorado Boulevard, except for school loading

14 th Avenue	West side of 14 th Avenue from the north boundary of Highway I-70 to the south boundary of Water Street (extended)
15 th Avenue	East side of 15 th Avenue northward from Virginia Street to the city limits. Fire lane.
20 th Avenue	West side of 20 th Avenue from Miner Street to Colorado Boulevard
Idaho Street	Miner Street to 11 th Avenue
Water Street	South side: 14 th Avenue to 15 th Avenue-from the west boundary of 14 th Avenue to a point 80 feet east thereof
High Street	North side of High Street from 8 th Avenue to 9 th Avenue North side of High Street from 8 th Avenue to a point 73 feet west of 8 th Avenue North side and south side of High Street from 7 th Avenue to a point 200 feet east of 7 th Avenue. Fire lane.
Edwards Street	On the north side between 27 th Avenue and 27 th Place On the south side from 25 th Avenue to the I-70 underpass in accordance with the provisions of the Model Traffic Code currently in effect within the City.
Colorado Boulevard	South side: from the west line of 13 th Avenue, west to a point 60 feet west of said west line of 13 th Avenue
Riverside Drive	Both sides between 23 rd Avenue and the Greenway Bridge over Clear Creek at the west end of the Riverside Townhomes

Section 10. Parking time limited on certain streets. In accordance with the Model Traffic Code currently in effect within the City and when official signs are erected giving notice thereof, no person shall park a vehicle for a period of time longer than the time periods listed below between the hours listed below upon any streets or parts of streets as follows:

<i>Name of street</i>	<i>Portion affected (terminal limits)</i>
14 th Avenue	West side between Miner Street and Center Alley – one-hour limit

17th Avenue

East side between Miner Street and Idaho Mall – one-hour limit

~~Colorado Boulevard~~

~~Between 15th Avenue and 23rd Avenue – three-hour limit except in front of residential properties or as otherwise posted.~~

Section 11. Bus/Rafting/Oversize Vehicle Loading/Unloading & pParking. In accordance with the Model Traffic Code currently in effect within the City and when official signs are erected giving notice thereof:

- a. There shall be a Bus Stop for CDOT Bustang, CDOT Pegasus, Clear Creek County Roundabout, and Greyhound~~two (2) tour bus parking spaces~~ on the south side of Idaho Street beginning at a point seventy-eight (78) feet west of the stop sign at 13th Avenue.
- b. There shall be one (1) tour bus loading/unloading space on the north side of Miner Street in front of the Central Hose House, beginning at the eastern edge of the curb cut and extending 47.1 feet to the west.
- c. There shall be three (3)~~two (2)~~ tour bus and rafting loading/unloading spaces on the north side of Colorado Boulevard just west of 23rd Avenue and across the street from the Visitor and Heritage Center.
- ~~e.~~ d. Oversize vehicle parking is designated at the City Parking Lot on Highway 103.

Section 12. Parking on certain streets during adverse weather conditions. Vehicles may be parked on the North side of Wall Street from 19th to 23rd Avenue facing east due to the steep slope during inclement weather conditions for reasons of safety.

Section 13. Paid parking on certain streets. The following ~~downtown~~ streets are designated for paid parking between 10:00 a.m. and 6:00 p.m. every day, unless posted otherwise:

- Miner Street between 12th Avenue and Clear Creek
- 14th Avenue between ~~Colorado Boulevard~~~~Miner Street~~ and Idaho Street
- 15th Avenue between Colorado Boulevard and Idaho Mall
- 16th Avenue between Colorado Boulevard and Idaho Mall
- 17th Avenue between Center Alley and Idaho Mall
- ~~• Southside of Colorado Boulevard between 13th and 14th Avenues~~
- ~~• Southside of Colorado Boulevard between 17th Avenue and Riverside Drive~~
- Colorado Boulevard between 13th Avenue and the roundabout at Interstate 70 Exit 240, except where otherwise posted
- Soda Creek Road between Montane Drive and the north driveway entrance to the Indian Hot Springs

Section 14. Paid parking lots. The following parking lots are designated for paid parking between 10:00 a.m. and 6:00 p.m. every day:

- Downtown West Parking Lot south of Idaho Mall between 14th and 15th Avenues
- Downtown Central Parking Lot south of Idaho Mall between 15th and 16th Avenues
- Downtown East Parking Lot south of Idaho Mall between 16th and 17th Avenues
- Downtown North Parking Lot southwest of Colorado Boulevard and 16th Avenue
- Transit Center Parking Lot southwest of 13th Avenue and Idaho Street
- Highway 103 Parking Lot south of Interstate 70
- City Hall Parking Lot (weekends and holidays only)
- City Parking Lot in the 1800 block of Colorado Boulevard
- ~~Future Police Station Parking Lot southwest of Colorado Boulevard and Riverside Drive~~
- Visitor Center Parking Lot southwest of Colorado Boulevard and Miner Street, except for the spaces designated for the Visitor Center only

Section 15. Residential Permit Parking Areas. The following areas—exclusive of the streets designated for paid parking—are designated residential permit parking areas and are restricted to registered residents and their guests, unless posted otherwise:

- The area bounded by Wall Street to the north, Miner Street to the south, 132th Avenue to the east and ~~West Colorado Boulevard~~ 8th Avenue to the west.
- The area bounded by Wall Street to the north, Center Alley to the south, 17th Avenue to the east, and 132th Avenue to the west.
- The area bounded by Wall Street to the north, Riverside Drive to the south, 23rd Avenue to the east, and 17th Avenue to the west.
- Miner Street between Clear Creek and Colorado Boulevard.
- Miner Street between the Visitor Center and Safeway.
- Miner Street, 2400-2800 blocks
- Edwards Street, 2300-2700 blocks
- 25th Avenue
- 27th Avenue
- 27th Place
- Spruce Lane
- Miner Circle
- 
- Riverside Drive between the Greenway bridge at the west end of the Riverside Townhomes and the east end of Riverside Drive at the cul de sac.

Section 16. Discount Partnership Program (Business-Set Discount). Businesses opt into a discount program and display a "Branded Participating in Parking Discounts" decal in their window, using new Visit Idaho Springs branding.

- Discounts are determined by the business (e.g., \$1 off, \$5 off, etc.)
- The ParkIS app and City promotions will highlight participating locations

- Customers can **look for the icon** and receive exclusive in-store discounts by showing proof they paid for parking.
- Example: “Show us your parking receipt and get \$3 off your purchase”



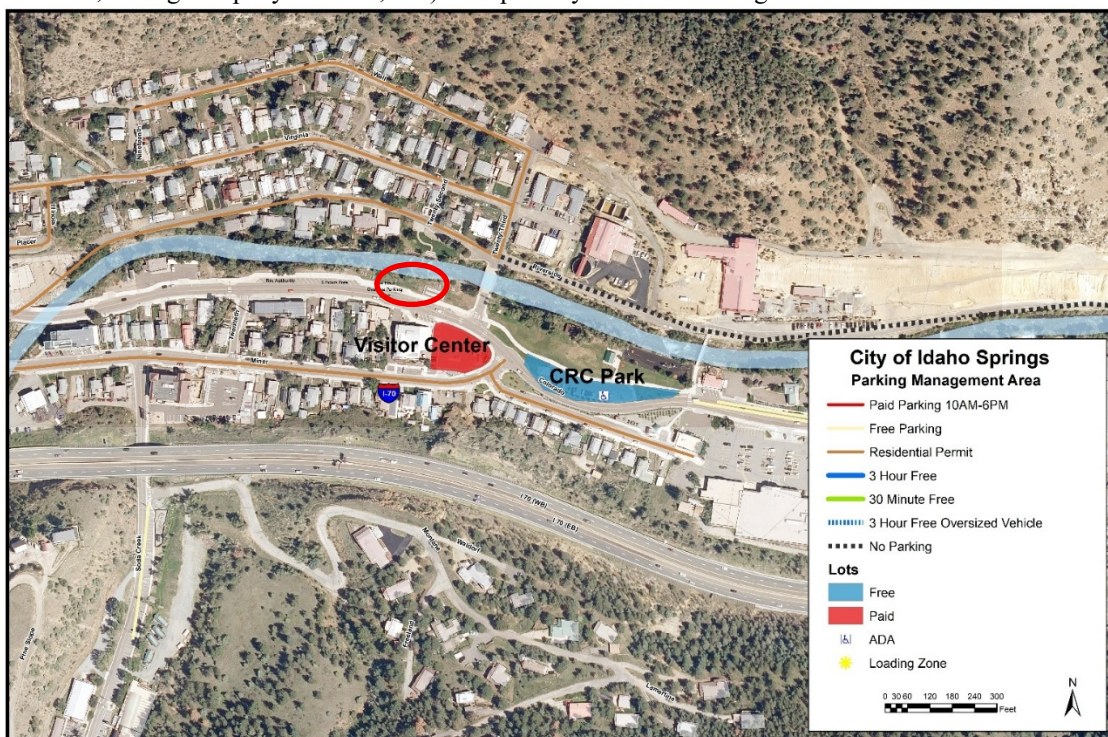
TO: Idaho Springs City Council
CC: City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson
FROM: Dylan Graves, Community Development Planner
SUBJECT: Parking Plan Updates Discussion – Planning Considerations
MEETING DATE: July 28, 2025

BACKGROUND

Before finalizing the updated parking plan for 2025, staff thought it would be wise to discuss a few items that have come up recently that might be worth considering.

OVERSIZED PARKING LOCATIONS

Currently, there are only a few formal oversized parking locations in the city where people can park their large vehicles (RVs, trailers, bus tour buses, rafting company vehicles, etc.). The primary location is along Colorado Boulevard near CRC Park:



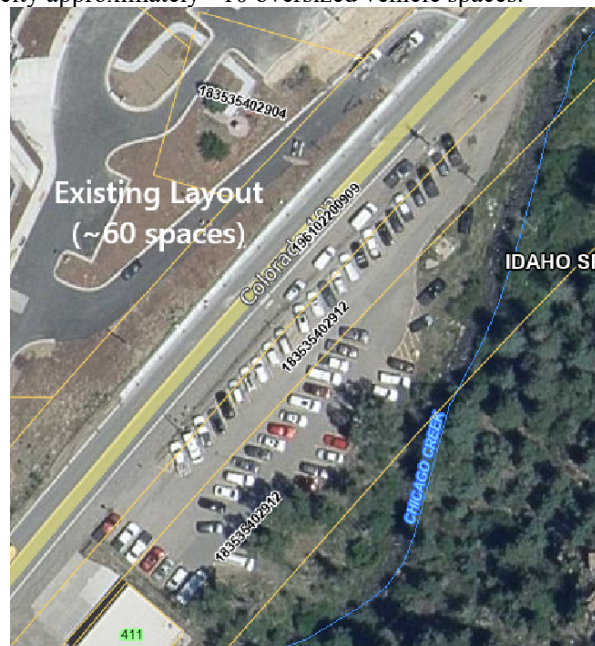
With rafting traffic and tour bus traffic, this is not an ideal option for visitors with trailers or RVs to park and enjoy the city.

We also have identified a few spaces near the bus stop lot at 13th and Idaho, though this is not a formal oversized parking area and is proposed to become a bus stop, eliminating those few oversized parking spaces currently available.

Given the above, staff have considered where oversized vehicles could be stored for longer periods. The best solution that we have come up with is the Highway 103 lot just south of Exit 240.



There are a few benefits to this location. It is relatively close to downtown Miner Street, approximately 1/3 of a mile walk. We have started to work on the wayfinding plan for the city using the grant that Sadie received, and wayfinding for oversized vehicles would need to be part of this discussion. Currently, there are about 60 parking spaces in this lot. Restriping for oversized vehicles would lose some spaces but would gain the city approximately ~10 oversized vehicle spaces.



If you eliminated the existing spots along Highway 103 and extended the middle spots, you could create something like this:



The city could mitigate lost parking stalls by allowing two vehicles to park in a single oversized space. A typical oversized space is 9' x 16-18', or the size of two typical Idaho Springs parking spaces. This orientation would need to be reviewed by an engineer to determine proper engineering of the lot but at first glance it seems like this lot could be restriped and create oversized parking relatively easily.

In the interim, the city could simply sign the lot as “oversized parking” and create a few parallel spaces along Colorado 103 away from the drive lanes.

Request for Direction: Should staff identify Highway 103 as a formal location for oversized parking and start working on plans for wayfinding signage and potential restriping of the lot?

EVENING PARKING USAGE IN PAID PARKING AREAS, SPECIAL EVENTS, AND OTHER PARKING REQUIREMENTS

City staff would appreciate City Council’s opinions and direction on the ideas listed below.

Recently, the city has been approached by several businesses and nonprofits about potential event spaces that could host concerts, theater shows, or other live events. The problem with this sort of space is that it requires a high level of parking while the event is taking place but otherwise generates very little parking demand on a day-to-day basis. A venue might have a few shows a week or a few hours a day but might otherwise have very little demand for parking. Figuring out an economical and efficient way to handle these types of venues could be beneficial to the city, since these are the sorts of businesses that might attract people to the downtown area in the evening and prompt existing businesses to stay open later.

There are two recent examples that are worth considering.

First, it was not too long ago that the Clear Creek Center for Arts and Education (CCCAE) was discussing using the fourth floor of Carlson Elementary school as a 300-seat theatre and event space, having been awarded a \$1 million+ grant for the use. At the time, a significant city concern was figuring out how to address parking on the property, as Section 21-127 of the ISMC requires 1 parking space per 4 seats in event venues and theaters. A 300-seat theater would require 75 parking spaces. This would be untenable at the Carlson Elementary site, which currently only has ~30 parking spaces. The ISMC would allow a 1.2x multiplier to be applied to reduce parking requirements, but there would still be a great shortage of parking on-site. However, Carlson Elementary is directly across Highway 103 from ~60 public parking spaces and only 1/3 mile from downtown paid parking lots, so there is some additional public parking nearby. However, the current parking requirements would require that additional private off-street parking be established before the theater use could be established.

Secondly, an event space is proposed in an existing building on Miner Street that was previously retail space. The change of use from commercial retail to an event venue would trigger additional parking demand, which would require a substantial fee-in-lieu payment (likely hundreds of thousands of dollars). Staff have considered how to handle a business like this. There is a goal to activate the historic district later into the evening, which live events could help achieve. It seems unlikely that a business owner would be able to pay several hundred thousand dollars in fee-in-lieu up front to allow for the use, so if we want to accommodate live events and venue spaces that might promote late night business downtown, we could consider ways to rethink the city's parking requirements associated with this sort of use. The current city parking requirements would call for one parking space for every four people for an event / concert venue. Based on parking requirements, it is likely that any event venue would trigger the need for parking from Section 21-125(D), which states:

- (D) For land, structures or uses by right actually used, occupied or operated on November 12, 2018, the number of existing off-street parking spaces shall not be reduced below the minimum number of spaces required under this Article. If such land area, structure or use by right is enlarged, expanded or changed, there shall be provided the following amounts of off-street parking and loading:
- (1) If such land area, structure or use by right is enlarged or expanded, there shall be provided for the increment only at least the amount or number of off-street parking and loading spaces that would be required hereunder if the increment were a separate land area, structure or use by right established or placed into operation after the effective date of this Code; or
 - (2) If such land area, structure or use by right is changed from one (1) use by right to any other use by right allowed under this Chapter which requires more off-street parking and loading spaces than the previous use by right, there shall be provided no additional off-street parking and loading spaces if the new use by right requirement does not exceed the previous use by right requirement by more than twenty-five (25) percent; however, additional off-street parking and loading spaces shall be provided for any new use by right if this Article requires such spaces in excess of one hundred twenty-five (125) percent of the overall requirement for the previous use by right.

As an example, say someone has a 30,000 square foot restaurant. This would require the property to provide 100 parking spaces. If they wanted to add square footage, they would be required to create additional parking when the amount of floor space exceeded the existing square footage by more than 25%. In this case, they would need to start providing additional parking spaces once an additional 7,500 square feet of floor area was added to the use. Until that time, they would not need to add any additional parking.

The problem with event venue space is that the way the city calculates parking for this use is by number of seats. As an example, take an event venue that has 1,600 square feet, which might have a fire code occupancy of 225 people. Based on the city's use table, if you had 225 seats, you would need 56 parking spaces. We take "seats" to mean "people" for venues that are standing room only. For a 1,600 square foot cafe, however, you would only need 7 parking spaces (1/250 square feet of floor area). Converting from a cafe to an event venue would increase the parking need by 49 spaces, requiring a fee-in-lieu of nearly \$1 million. This is likely infeasible for any potential property owner.

Given the potential benefits of an event venue like the one that had been discussed at the elementary school or a downtown building, staff have considered ways to address parking for this use differently, if the city had an interest in rethinking event venue parking.

Option 1: Pay Per Event or Pay Per Ticket

Given that event venues do not typically operate daily, we could establish an updated parking fee-in-lieu standard for event venues. We could establish a fee per parking space for days when there are events scheduled. The property owner would pay into the city's parking fund on event days but on days when there are no events, they would not be penalized. This acknowledges that event venues have an outsized impact on parking demand on certain days when events are scheduled but also recognizes that there are only a few days or times when that demand is realized. An alternative would be to charge per ticket sold / attendee of an event. This could be like the \$1 fee that rafting companies pay per client.

Option 2: Classification of live events at event venues as "special events" requiring a special events permit

We already have an established special event permitting system that could be modified to accommodate live events at venues in the city. We could require that event venues apply for special event permits ahead of any live scheduled event that would trigger the need for parking. Small events might not apply since they would not tax the existing parking resources but events that go beyond their "approved" occupancy would need to pay for a special event permit and figure out a way to accommodate parking within that system.

Option 3: Modified Fee-In-Lieu with Monthly Payments

The existing fee-in-lieu system could be modified to allow for a monthly payment schedule that is more palatable to a business owner than a lump sum \$1 million payment. We have discussed this before but have not finalized changes to the fee-in-lieu program so now might be a reasonable time to consider that in more detail. We have discussed a monthly rate per parking space needed that would reflect the impact that the business' use has on the city's parking resources. This could be a fee in perpetuity until the venue ceased operations. It may take a long time to pay back \$1 million using this program but if the venue was successful, it could eventually result in the business paying more than \$1 million over time.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 7/28/2025
SUBJECT: Work Session- Administrative Reorganization



Purpose

The purpose of this report is to present a revised administrative structure designed to strengthen internal oversight, improve operational coordination, and implement key recommendations from the 2024 *Staffing Analysis of Administrative Positions* conducted by Professional Management Solutions (PMS) and comments and recommendations expected in the FY 2024 Audit. While the PMS report also included an analysis of the Police Department, this proposal concentrates on the administrative services of the City. Specifically, this proposal creates a new Director of Administration position that will also serve as the City's Deputy Clerk, as outlined in City Code.

This new position will report to the Assistant City Administrator, reinforcing a defined mid-management layer that supports implementation of division-of-labor best practices and the professionalization of administrative workflows. The Director will supervise key staff and ensure compliance, accuracy, and accountability in all areas of the front-office, financial, and clerical functions of City Hall. As well, this position will help create desperately needed bandwidth to take on other tasks that to some extent were previously provided by the Best & Brightest intern position.

Background

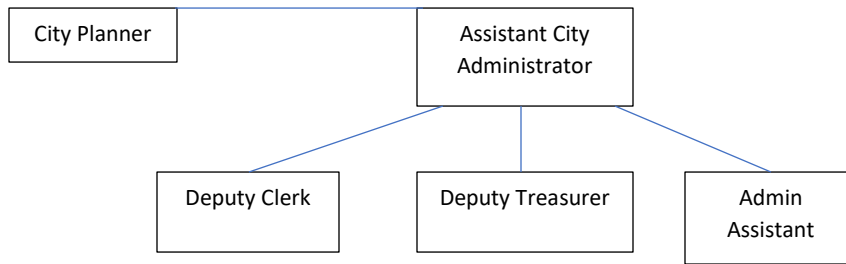
In 2024, the City of Idaho Springs engaged Professional Management Solutions to evaluate its administrative staffing structure. That study identified several challenges:

- Lack of effective mid-level supervision within the administrative team
- Over-assignment of clerical duties to higher-level staff
- Gaps in separation of duties and internal controls
- Inefficiencies in workflow, oversight, and communication

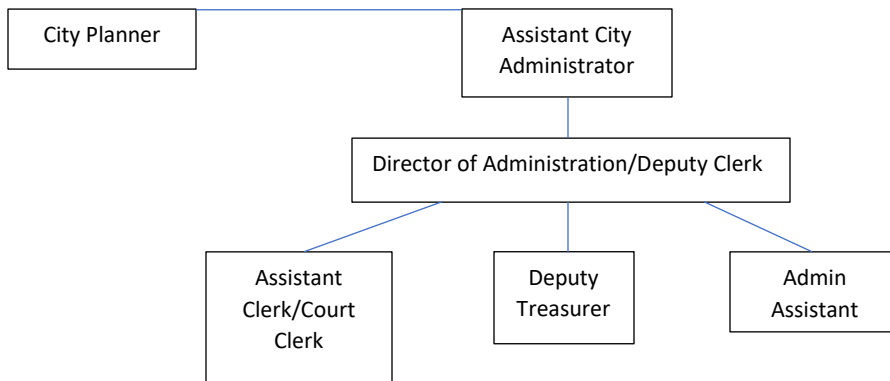
The analysis ultimately underscores the need for a supervisory function to support compliance, performance management, and coordination of administrative tasks. The proposed Director of Administration (Deputy Clerk) role directly meets that need.

It should also be noted that while this proposed structure does not follow the PMS report's recommendations in a literal or prescriptive way, it very clearly reflects a deep understanding of the report's findings and intent. The spirit of the PMS analysis—particularly its focus on improving internal controls through division of responsibilities, clarifying supervisory roles, eliminating inefficiencies, and redistributing workload from overburdened staff—is fully realized in this new model. The PMS report was direct in its identification of structural weaknesses and operational gaps, and this new organizational plan addresses those concerns through a structure tailored to Idaho Springs' current needs and long-term objectives. Rather than merely filling a vacancy or renaming roles, this plan fundamentally reorganizes responsibilities to meet the realistic challenges laid out in the PMS findings.

Current Administrative Organizational Structure



Proposed Organizational Structure- Director of Administration (Deputy Clerk)



Proposed Role Summaries

The ***Director of Administration (Deputy Clerk)*** is an exempt position that is responsible for overseeing and managing all administrative, clerical, and customer-facing operations within the City's Administration Department. This includes direct supervision of the Assistant Clerk, Deputy Treasurer, and Administrative Assistant. The Director ensures the effective discharge of all clerical, financial, and court-related functions, with special emphasis on cross-training, compliance, customer service, internal control, and technology. This would include human resources, grant management and special projects along with focusing on communications and outreach such as the newsletter, website and social media. The position will also manage the City's agenda software and coordinate the preparation, distribution, and posting of agenda packets for City Council, the Local Liquor and Marijuana Licensing Authorities, and all boards and commissions. This position will attend, record, and livestream all official meetings, prepare and present minutes for approval, and serve as the official custodian of municipal records. Responsibilities include maintaining ordinances, resolutions, contracts, and other official documents; ensuring compliance with records retention laws; managing administrative procedures; responding to public records requests; and attesting and sealing City documents.

The ***Assistant Clerk***, who also serves as the Court Clerk and Licensing Coordinator, is responsible for all licensing and permitting functions, including building permits, sign permits, short-term rental licensing, business licenses, and encroachment agreements. This position supports the Planning Department in land use applications and code enforcement, coordinates inspections, and administers legal noticing requirements. As Court Clerk, this position prepares dockets, records proceedings, coordinates with the Municipal Judge and Prosecutor, and maintains court records and communications. The Assistant Clerk

also serves as the CCIC Coordinator and must pass a background check to retain the appropriate security clearance.

The *Deputy Treasurer* is focused solely on the financial health of the organization. Responsibilities include utility billing, payroll/benefits, accounts payable and receivable, bookkeeping, cash handling, financial data entry and reconciliation, invoice processing, and billing coordination for utility services and dump/fill stations. The Deputy Treasurer also maintains essential financial records, supports reporting, and serves as the primary liaison for ratepayer inquiries and relief programs.

The *Administrative Assistant* plays a key support role in the Administration Department. This position serves as the front-line customer service representative at City Hall, greeting the public, routing inquiries, and maintaining a professional reception environment. The Administrative Assistant supports all other administrative roles by assisting with filing, correspondence, scheduling, records management, meeting preparation, and daily clerical operations. This position also contributes to communications, data input, and front desk technology systems. This position also assists the public works and wet utilities with records for items such as backflow preventors, grease traps and compliance reporting. Finally, this position will be critical to the proper division of responsibilities within the administrative organization.

Streamlined Division of Responsibilities

This new organizational structure is designed to streamline and concentrate individual responsibilities in a way that promotes specialization, accountability, and internal control. For example, the Deputy Treasurer is no longer split between finance and clerical or court duties. Instead, the Deputy Treasurer focuses exclusively on financial matters—serving as the City's lead on utilities and all core bookkeeping responsibilities. Similarly, the Assistant Clerk, under the supervision of the Director of Administration, handles licensing, permits, municipal court functions, and other duties closely tied to administrative processing and code enforcement support.

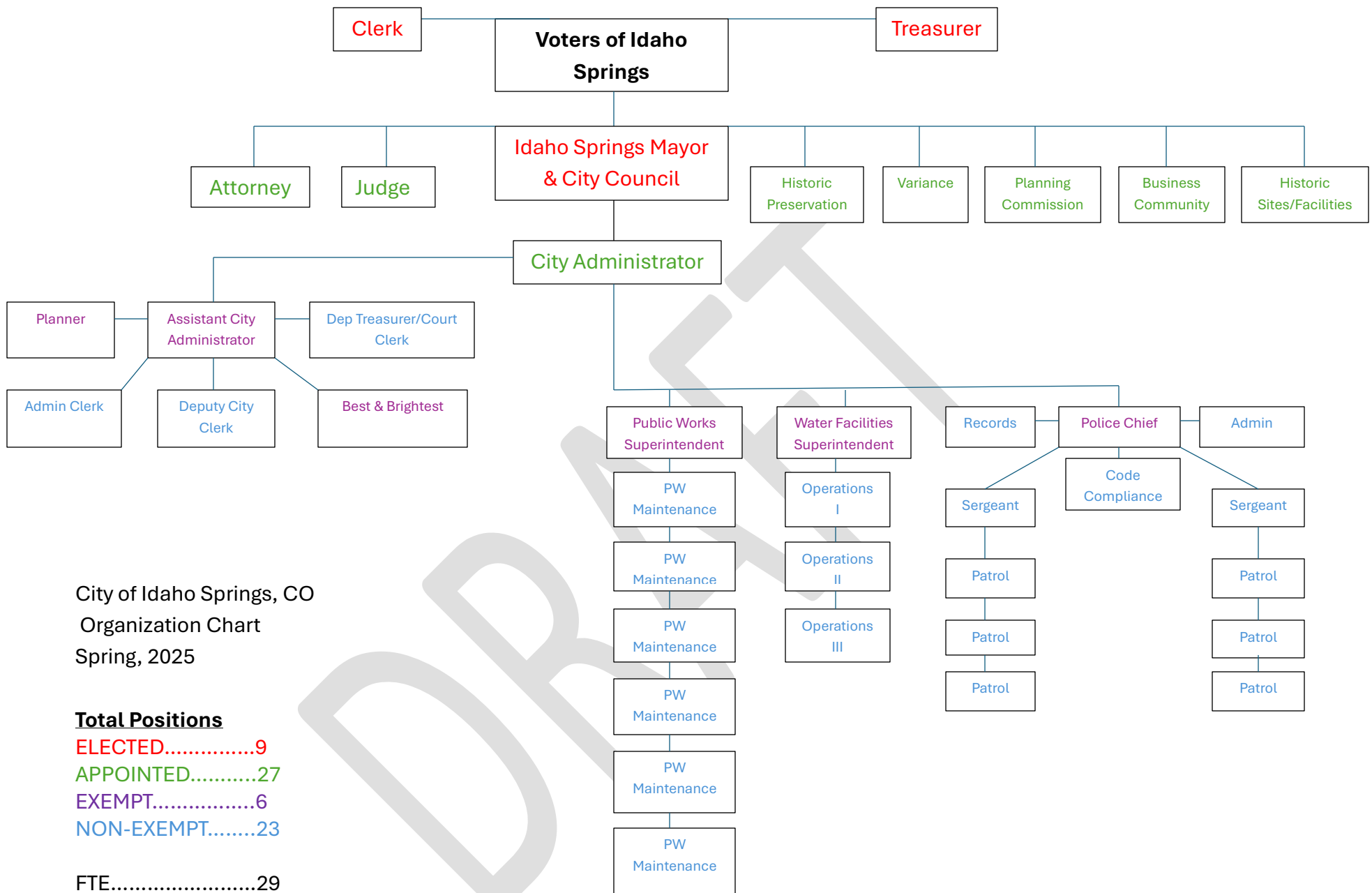
This separation allows for clearer distinctions in task assignments and provides for a structure where key processes—particularly those involving the handling of money—are subject to multiple layers of oversight. With the Director of Administration supervising the front-office and clerical operations, and the Deputy Treasurer managing financial processes, the City now benefits from an internal framework that supports meaningful separation of duties. This structure not only meets best practices for internal controls, but also lays the groundwork for better audit outcomes, increased efficiency, and stronger customer service. That said, when more staff are needed, for instance on court days, the staff is available even when an individual may be unavailable due to vacation or personal needs.

Furthermore, the new structure concentrates administrative leadership under a single, clearly defined managerial role—the Director of Administration—who is responsible for the performance and coordination of all administrative services. This centralized management model enhances communication, strengthens supervision, and allows the Assistant City Administrator to focus on broader organizational initiatives, special projects, and long-term planning.

Conclusion and Recommendation

This structure represents a critical step forward for the City of Idaho Springs. It creates a clear and functional management hierarchy, establishes effective supervision of core administrative operations, improves customer service, and enhances financial controls.

Council's support is requested to authorize the creation of the Director of Administration / Deputy Clerk position and to implement the revised organizational structure.



TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 7/28/2025
SUBJECT: Work Session- Administrative Reorganization



Purpose

The purpose of this report is to present a revised administrative structure designed to strengthen internal oversight, improve operational coordination, and implement key recommendations from the 2024 *Staffing Analysis of Administrative Positions* conducted by Professional Management Solutions (PMS) and comments and recommendations expected in the FY 2024 Audit. While the PMS report also included an analysis of the Police Department, this proposal concentrates on the administrative services of the City. Specifically, this proposal creates a new Director of Administration position that will also serve as the City's Deputy Clerk, as outlined in City Code.

This new position will report to the Assistant City Administrator, reinforcing a defined mid-management layer that supports implementation of division-of-labor best practices and the professionalization of administrative workflows. The Director will supervise key staff and ensure compliance, accuracy, and accountability in all areas of the front-office, financial, and clerical functions of City Hall. As well, this position will help create desperately needed bandwidth to take on other tasks that to some extent were previously provided by the Best & Brightest intern position.

Background

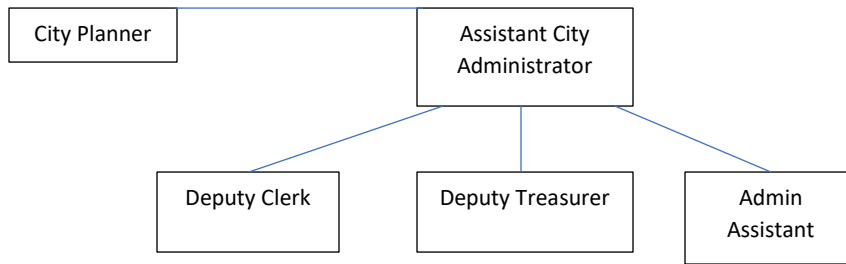
In 2024, the City of Idaho Springs engaged Professional Management Solutions to evaluate its administrative staffing structure. That study identified several challenges:

- Lack of effective mid-level supervision within the administrative team
- Over-assignment of clerical duties to higher-level staff
- Gaps in separation of duties and internal controls
- Inefficiencies in workflow, oversight, and communication

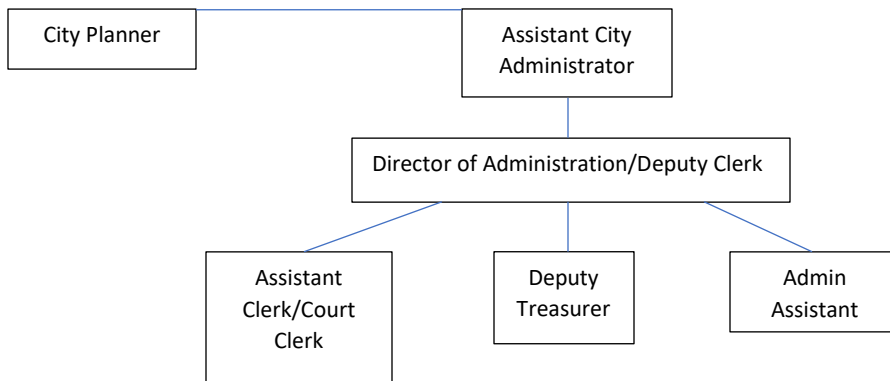
The analysis ultimately underscores the need for a supervisory function to support compliance, performance management, and coordination of administrative tasks. The proposed Director of Administration (Deputy Clerk) role directly meets that need.

It should also be noted that while this proposed structure does not follow the PMS report's recommendations in a literal or prescriptive way, it very clearly reflects a deep understanding of the report's findings and intent. The spirit of the PMS analysis—particularly its focus on improving internal controls through division of responsibilities, clarifying supervisory roles, eliminating inefficiencies, and redistributing workload from overburdened staff—is fully realized in this new model. The PMS report was direct in its identification of structural weaknesses and operational gaps, and this new organizational plan addresses those concerns through a structure tailored to Idaho Springs' current needs and long-term objectives. Rather than merely filling a vacancy or renaming roles, this plan fundamentally reorganizes responsibilities to meet the realistic challenges laid out in the PMS findings.

Current Administrative Organizational Structure



Proposed Organizational Structure- Director of Administration (Deputy Clerk)



Proposed Role Summaries

The ***Director of Administration (Deputy Clerk)*** is an exempt position that is responsible for overseeing and managing all administrative, clerical, and customer-facing operations within the City's Administration Department. This includes direct supervision of the Assistant Clerk, Deputy Treasurer, and Administrative Assistant. The Director ensures the effective discharge of all clerical, financial, and court-related functions, with special emphasis on cross-training, compliance, customer service, internal control, and technology. This would include human resources, grant management and special projects along with focusing on communications and outreach such as the newsletter, website and social media. The position will also manage the City's agenda software and coordinate the preparation, distribution, and posting of agenda packets for City Council, the Local Liquor and Marijuana Licensing Authorities, and all boards and commissions. This position will attend, record, and livestream all official meetings, prepare and present minutes for approval, and serve as the official custodian of municipal records. Responsibilities include maintaining ordinances, resolutions, contracts, and other official documents; ensuring compliance with records retention laws; managing administrative procedures; responding to public records requests; and attesting and sealing City documents.

The ***Assistant Clerk***, who also serves as the Court Clerk and Licensing Coordinator, is responsible for all licensing and permitting functions, including building permits, sign permits, short-term rental licensing, business licenses, and encroachment agreements. This position supports the Planning Department in land use applications and code enforcement, coordinates inspections, and administers legal noticing requirements. As Court Clerk, this position prepares dockets, records proceedings, coordinates with the Municipal Judge and Prosecutor, and maintains court records and communications. The Assistant Clerk

also serves as the CCIC Coordinator and must pass a background check to retain the appropriate security clearance.

The *Deputy Treasurer* is focused solely on the financial health of the organization. Responsibilities include utility billing, payroll/benefits, accounts payable and receivable, bookkeeping, cash handling, financial data entry and reconciliation, invoice processing, and billing coordination for utility services and dump/fill stations. The Deputy Treasurer also maintains essential financial records, supports reporting, and serves as the primary liaison for ratepayer inquiries and relief programs.

The *Administrative Assistant* plays a key support role in the Administration Department. This position serves as the front-line customer service representative at City Hall, greeting the public, routing inquiries, and maintaining a professional reception environment. The Administrative Assistant supports all other administrative roles by assisting with filing, correspondence, scheduling, records management, meeting preparation, and daily clerical operations. This position also contributes to communications, data input, and front desk technology systems. This position also assists the public works and wet utilities with records for items such as backflow preventors, grease traps and compliance reporting. Finally, this position will be critical to the proper division of responsibilities within the administrative organization.

Streamlined Division of Responsibilities

This new organizational structure is designed to streamline and concentrate individual responsibilities in a way that promotes specialization, accountability, and internal control. For example, the Deputy Treasurer is no longer split between finance and clerical or court duties. Instead, the Deputy Treasurer focuses exclusively on financial matters—serving as the City's lead on utilities and all core bookkeeping responsibilities. Similarly, the Assistant Clerk, under the supervision of the Director of Administration, handles licensing, permits, municipal court functions, and other duties closely tied to administrative processing and code enforcement support.

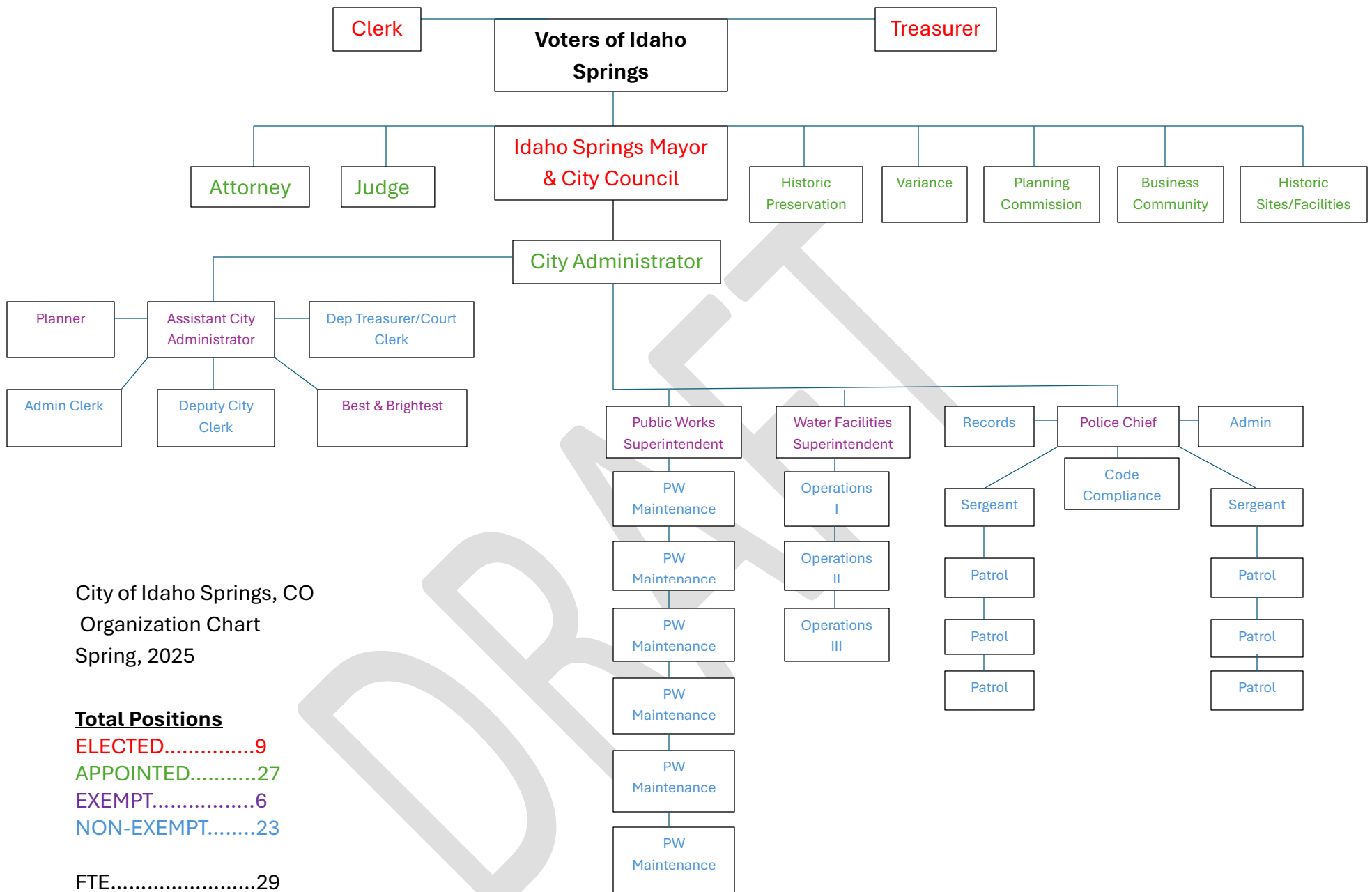
This separation allows for clearer distinctions in task assignments and provides for a structure where key processes—particularly those involving the handling of money—are subject to multiple layers of oversight. With the Director of Administration supervising the front-office and clerical operations, and the Deputy Treasurer managing financial processes, the City now benefits from an internal framework that supports meaningful separation of duties. This structure not only meets best practices for internal controls, but also lays the groundwork for better audit outcomes, increased efficiency, and stronger customer service. That said, when more staff are needed, for instance on court days, the staff is available even when an individual may be unavailable due to vacation or personal needs.

Furthermore, the new structure concentrates administrative leadership under a single, clearly defined managerial role—the Director of Administration—who is responsible for the performance and coordination of all administrative services. This centralized management model enhances communication, strengthens supervision, and allows the Assistant City Administrator to focus on broader organizational initiatives, special projects, and long-term planning.

Conclusion and Recommendation

This structure represents a critical step forward for the City of Idaho Springs. It creates a clear and functional management hierarchy, establishes effective supervision of core administrative operations, improves customer service, and enhances financial controls.

Council's support is requested to authorize the creation of the Director of Administration / Deputy Clerk position and to implement the revised organizational structure.



City of Idaho Springs Budget 2026 Preparation Schedule

Monday, July 28	Council Work Session - 2026 Budget Schedule
Week of Aug. 4	Budget worksheets distributed to Department Heads
Monday, Aug. 25	Council Work Session – Projects update
Monday, August 25	Budget worksheets with Department requests due to City Administrator
Week of Sept. 2	Mayor and City Administrator meet with Department Heads to discuss budget requests
Monday, Sept. 29	Council Work Session – Department Budget Presentations & Discussion
Wednesday, Oct. 15	Deadline for submittal of Proposed 2026 Budget to Council
Thursday, Oct. 23	City Clerk publishes Notice of Budget in the Clear Creek Courant
Monday, Nov. 10	Council Work Session – Review 2026 Proposed Budget
Monday, Dec. 8	Council Meeting – Budget Hearing and Resolutions for final budget adoption and certification of mill levy
Monday, Dec. 15	Deadline for certification of mill levy to County Commissioners
Weds, Jan. 31	Deadline to file adopted 2026 Budget with the Colorado Department of Local Affairs

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
July 14, 2025**

The City Council of the City of Idaho Springs held a regular meeting on July 14, 2025, in the city council chambers. Mayor Chuck Harmon called the meeting to order at 7:10 p.m.

Answering the roll were: Mayor Chuck Harmon, Councilmember Lisa Manifold, Councilmember Kate Collier, and Mayor Pro Tem Jeremy Jones. Councilmember Jim Clark, Councilmember Scott Pennell and Councilmember Janine Mariani were absent. Also present were City Administrator Andrew Marsh, Community Development Planner Dylan Graves, Chief Nate Buseck, Admin Clerk Mauria Lubinski, City Administrator Guy Patterson and Water Facilities Superintendent Edward Sigward. There were no attorneys present for this meeting.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

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

CONFLICT OF INTEREST

None

APPROVAL OF MINUTES

Councilmember Collier moved to approve the minutes of June 23rd, 2025, Councilmember Manifold seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS

Mayor Pro Tem Jeremy Jones moved to approve the bills to July 15th, 2025. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

PUBLIC COMMENT

Karen Tierney 417 15th Avenue – Ms. Tierney spoke to her need of a handicapped parking space at her home. Ms. Tierney also mentioned that this may be a long-term need and not a temporary one.

Heather Campbell 1521 Colorado Blvd – Ms. Campbell wanted to address the city’s “pop up” parking lot. How did this get approved, all they needed was a fake retail safety check done for the interior. Ms. Campbell asked council to close this parking lot down immediately as there is a live pressurized gas line (Ms. Campbell provided pictures to council). Ms. Campbell mentioned that the Fire Chief came down today as well as Xcel Energy and they advised her that this is a live pressurized gas line. Ms. Campbell asked council to immediately close the parking lot before something catastrophic happens.

Kevin Donahue 2025 Riverside Drive – Lives between Riverside and Colorado Blvd and the bridge at 23rd Avenue. Mr. Donahue stated that he has to pull his vehicle out all the way into the street crossing to see into the street to look for oncoming traffic. Mr. Donahue also mentioned that the two sides of Riverside do not match up. This would be a great place for a 4 way stop. This can also help slow down the traffic on Colorado Blvd.

**UNSCHEDULED PUBLIC COMMENT
LIQUOR LICENSING AUTHORITY**

FINANCE OFFICER

RESOLUTIONS

Councilmember Collier moved to approve Resolution #20, Series 2025 A Resolution Approving a Utility Easement Agreement Between the City of Idaho Springs and Public Service Company of Colorado (PSCO) Near the Northwest Corner of the Virginia Canyon Mountain Park (VCMP) Parcel. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

Councilmember Manifold moved to approve Resolution #21, Series 2025 A resolution of Intent to Conduct the 2025 Regular City Election as an Election Coordinated by the Clear Creek County Clerk and Recorder. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Mayor Pro Tem Jeremy Jones moved to approve Ordinance #14, Series 2025 an Ordinance Accepting and Recognizing the Alignment of a Portion of Virginia Canyon Road. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

ORDINANCE SECOND READING

CITY ATTORNEY

Mayor Harmon mentioned that the City Attorney has not raised her rates in about 3 years and that he hopes council finds her request reasonable. Mayor Harmon stated there is no formal action necessary, but he wanted to get the Council's opinion. All of council agreed that the rate increase is reasonable.

CITY ADMINISTRATOR

Staff report submitted with no requests for action. Mayor Harmon reminded the room that there was going to be a block party this Wednesday and that this part is local geared and the party in in the Historic District from 4-7pm and the City intends to hold these block parties once a month. City Administrator Mr. Marsh stated that if people stay to the end of the party there will be a water balloon fight. Councilmember Manifold mentioned that the balloons are biodegradable.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator – Staff report submitted with one request for action. Councilmember Collier moved to approve Agreement for Services with Safebuilt Colorado LLC for the provision of City Building Services. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

Community Development Planner- Staff report submitted with one request for action. Mayor Harmon mentioned that Mr. Graves had an exceptional report and that he really knocked it out of the park with the two items he was able to pull together. The letters of support for the potential affordable housing project and the opinion poll on several topics. Mayor Harmon stated that he was sorry Mr. Graves was not with them tonight. Councilmember Manifold also wanted to mention that the community meeting that Mr. Graves hosted was excellent and showed a lot of interest in historic preservation and designation and that Ms. Manifold was really excited about this. Councilmember Collier asked Ms. Manifold if she still had the paper survey that was done on her property. Councilmember Manifold stated that those surveys are part of the HPRC document. Mayor Harmon also wanted to mention that the opinion poll showed that 90% of those surveyed stated that Idaho Springs provides a good quality of life and that was really great to see. Mayor Harmon asked the board if they were in support of the letters of support, and both Councilmember Collier and Manifold stated that the ones they were not comfortable with had been removed and these were good with them.

Mayor Harmon moved to approve three conditional letters of support for potential future affordable housing between 30% and 80R of Area Median Income at 1300 Colorado Blvd. Councilmember Collier seconded, second followed by an all in favor roll call vote.

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

POLICE DEPARTMENT

Staff report submitted with no requests for action.

PUBLIC WORKS

No staff report submitted. Mayor Harmon mentioned that he has received really good feedback of what's happening in the City. Mayor Harmon stated that Edward has worked about 16 hours, and Mr. Sigward mentioned that Willie Pricket worked about 20 so he did not have as long of a day as Mr. Pricket did.

WATER FACILITIES DEPARTMENT

Staff report submitted with no requests for action. Backflow notices have been sent out to all customers, that was required by the state, even though it was resolved. Construction for the new water tank has begun.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Mayor Harmon stated this was one of the most impressive resumes he has ever seen. Councilmember Manifold moved to appoint David F Grimm to HPRC alternate member. Councilmember Collier seconded, second followed by an all in favor roll call vote.

EXECUTIVE SESSION

ADJOURN

Mayor Harmon adjourned the regular meeting at 7:51 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Alley Concrete (2212)								
7.21.25								
7.21.25	Invoice	Concrete work for syage	07/21/2025	08/20/2025	1,250.00	Open	07/25	21-00-6032
Total 7.21.25:					1,250.00			
Total Alley Concrete (2212):					1,250.00			
AlphaGraphics (1013)								
23684								
23684	Invoice	envelopes	07/10/2025	08/09/2025	524.78	Open	07/25	10-30-5325
Total 23684:					524.78			
Total AlphaGraphics (1013):					524.78			
Alsco - Denver Linen (13)								
3141749								
3141749	Invoice	Carpets	07/15/2025	07/25/2025	88.00	Open	07/25	10-30-5108
Total 3141749:					88.00			
Total Alsco - Denver Linen (13):					88.00			
BackflowTech (1144)								
167407								
167407	Invoice	certificate of backflow 2225 miner	05/21/2025	07/21/2025	125.00	Open	07/25	51-15-5205
Total 167407:					125.00			
Total BackflowTech (1144):					125.00			
Blackwell Oil (284)								
6/30/2025								
6/30/2025	Invoice	Fleet Fuel Streets	07/09/2025	08/08/2025	81.23	Open	06/25	10-10-6191
6/30/2025	Invoice	Fuel - Parks	07/09/2025	08/08/2025	62.55	Open	06/25	10-60-6191
6/30/2025	Invoice	Red Diesel - Streets	07/09/2025	08/08/2025	350.17	Open	06/25	10-10-6012
6/30/2025	Invoice	Red Diesel - WW	07/09/2025	08/08/2025	1,556.38	Open	06/25	52-00-6012
Total 6/30/2025:					2,050.33			
Total Blackwell Oil (284):					2,050.33			
CIRSA (1511)								
1002180								
1002180	Invoice	Deductible	07/21/2025	09/04/2025	2,500.00	Open	07/25	10-10-5314
Total 1002180:					2,500.00			
Total CIRSA (1511):					2,500.00			
Clear Creek County Clerk & Rec (61)								
0046687								
0046687	Invoice	agreement recording	07/08/2025	08/07/2025	43.00	Open	07/25	10-20-5316
Total 0046687:					43.00			
Total Clear Creek County Clerk & Rec (61):					43.00			
Clear Creek County Road & Bridge (1278)								
JULY 22, 2025								
JULY 22, 2025	Invoice	Fleet fuel/Parks	07/22/2025	08/21/2025	155.16	Open	06/25	10-60-6191
JULY 22, 2025	Invoice	Fleet fuel/Police	07/22/2025	08/21/2025	2,503.80	Open	06/25	10-30-6191

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
JULY 22, 2025	Invoice	Fleet fuel/Streets	07/22/2025	08/21/2025	955.52	Open	06/25	10-10-6191
JULY 22, 2025	Invoice	Fleet fuel/WasteWater	07/22/2025	08/21/2025	168.26	Open	06/25	52-00-6191
JULY 22, 2025	Invoice	Fleet fuel/Water	07/22/2025	08/21/2025	168.25	Open	06/25	51-00-6191
Total JULY 22, 2025:					3,950.99			
Total Clear Creek County Road & Bridge (1278):					3,950.99			
Clear Creek Supply (291)								
10483								
10483	Invoice	waste water bathroom	06/04/2025	07/04/2025	13.98	Open	06/25	52-00-5204
Total 10483:					13.98			
11505								
11505	Invoice	washer	07/09/2025	08/08/2025	2.70	Open	07/25	10-60-6010
Total 11505:					2.70			
11695								
11695	Invoice	rags	07/15/2025	08/15/2025	42.99	Open	07/25	51-15-6005
Total 11695:					42.99			
5058								
5058	Invoice	cutter	07/15/2025	08/14/2025	14.02	Open	07/25	10-60-6020
Total 5058:					14.02			
11816								
11816	Invoice	wipers	07/21/2025	08/20/2025	27.98	Open	07/25	10-30-6193
Total 11816:					27.98			
11840								
11840	Invoice	spray paint	07/21/2025	08/20/2025	7.99	Open	07/25	10-30-6193
Total 11840:					7.99			
11927								
11927	Invoice	chain repair	07/22/2025	08/21/2025	25.06	Open	07/25	10-10-6007
Total 11927:					25.06			
5112								
5112	Invoice	key and key tag	07/22/2025	08/21/2025	18.39	Open	07/25	10-10-6007
Total 5112:					18.39			
Total Clear Creek Supply (291):					153.11			
Colorado Analytical Lab (945)								
250708034								
250708034	Invoice	total coliform P/A compl	07/09/2025	08/07/2025	103.50	Open	07/25	51-00-5201
Total 250708034:					103.50			
250708033								
250708033	Invoice	TSS/testing	07/11/2025	08/10/2025	14.40	Open	07/25	51-00-5201
Total 250708033:					14.40			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
250702183								
250702183	Invoice	Water Testing	07/15/2025	08/14/2025	512.11	Open	07/25	52-00-5201
Total 250702183:					512.11			
250708036								
250708036	Invoice	Water - Drinking	07/16/2025	08/15/2025	492.20	Open	07/25	51-00-5201
Total 250708036:					492.20			
250715034								
250715034	Invoice	bod-5	07/22/2025	08/20/2025	66.60	Open	07/25	51-00-5201
Total 250715034:					66.60			
Total Colorado Analytical Lab (945):					1,188.81			
Colorado Community Media (1981)								
139444								
139444	Invoice	Legals	07/10/2025	08/09/2025	128.08	Open	07/25	10-20-5312
Total 139444:					128.08			
Total Colorado Community Media (1981):					128.08			
Colorado Mountain Bike Association (1835)								
7461								
7461	Invoice	VCMP Trails Maintenance	07/18/2025	08/17/2025	129,409.90	Open	07/25	21-00-6024
Total 7461:					129,409.90			
Total Colorado Mountain Bike Association (1835):					129,409.90			
Columbine Garden Club (1115)								
7.21.25								
7.21.25	Invoice	marigolds	07/21/2025	08/20/2025	120.00	Open	07/25	10-21-5039
Total 7.21.25:					120.00			
Total Columbine Garden Club (1115):					120.00			
Comcast (1486)								
0194987-7052025								
0194987-7052025	Invoice	Pd internet	07/05/2025	07/30/2025	253.29	Open	07/25	10-30-5335
Total 0194987-7052025:					253.29			
Total Comcast (1486):					253.29			
Core & Main LP (959)								
X365279								
X365279	Invoice	fire hydrant	07/18/2025	08/17/2025	7,503.20	Open	07/25	51-72-7320
Total X365279:					7,503.20			
Total Core & Main LP (959):					7,503.20			
Dad's Towing and Recovery (2216)								
45202								
45202	Invoice	Impound	07/21/2025	08/20/2025	1,133.60	Open	07/25	10-30-5326
Total 45202:					1,133.60			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Dad's Towing and Recovery (2216):					1,133.60			
Doyle Disposal (380)								
31726								
31726	Invoice	Trash Service Sewer Plant	07/25/2025	08/24/2025	453.00	Open	08/25	52-00-5202
Total 31726:					453.00			
Total Doyle Disposal (380):					453.00			
Ember Design (2177)								
1457								
1457	Invoice	Marketing Brand Strategy	07/21/2025	07/31/2025	1,100.00	Open	07/25	10-21-5108
Total 1457:					1,100.00			
Total Ember Design (2177):					1,100.00			
Employee (2093)								
6.19.25								
6.19.25	Invoice	training meal	06/20/2025	07/20/2025	29.05	Open	06/25	10-30-5212
Total 6.19.25:					29.05			
6.11.25								
6.11.25	Invoice	keys	07/22/2025	08/21/2025	100.10	Open	06/25	10-30-6010
Total 6.11.25:					100.10			
Total Employee (2093):					129.15			
FlowRide Concepts (2028)								
200								
200	Invoice	VCMP Trail COstruction	07/10/2025	08/09/2025	32,738.00	Open	06/25	21-00-6024
Total 200:					32,738.00			
Total FlowRide Concepts (2028):					32,738.00			
Foothills Auto & Truck Parts (1021)								
126598								
126598	Invoice	Battery	07/17/2025	08/16/2025	173.63	Open	07/25	10-10-6007
Total 126598:					173.63			
126640								
126640	Invoice	Backhoe batteries	07/17/2025	08/16/2025	366.23	Open	07/25	51-00-6150
Total 126640:					366.23			
Total Foothills Auto & Truck Parts (1021):					539.86			
HDR Engineering, Inc (1605)								
1200737420								
1200737420	Invoice	Mobility Hub	07/10/2025	08/09/2025	110,077.06	Open	06/25	59-70-5108
Total 1200737420:					110,077.06			
Total HDR Engineering, Inc (1605):					110,077.06			
Historic Rail Adventures, LLC (2009)								
321								
321	Invoice	train coach restoration	07/22/2025	08/21/2025	36,584.80	Open	06/25	21-61-7042

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 321:					36,584.80			
Total Historic Rail Adventures, LLC (2009):					36,584.80			
Historical Society of I S (149)								
Q2 2025								
Q2 2025	Invoice	Operating Expenses	07/22/2025	08/21/2025	15,000.00	Open	06/25	10-21-5030
Total Q2 2025:					15,000.00			
Total Historical Society of I S (149):					15,000.00			
HRS Water Consultants (851)								
30985								
30985	Invoice	Engineering Services reservoir	07/09/2025	08/08/2025	2,047.50	Open	06/25	52-00-5104
Total 30985:					2,047.50			
Total HRS Water Consultants (851):					2,047.50			
JVA Incorporated (1110)								
24451								
24451	Invoice	montane tank construction	06/30/2025	07/30/2025	2,843.00	Open	06/25	51-72-7320
Total 24451:					2,843.00			
24627								
24627	Invoice	distribution projects	06/30/2025	07/30/2025	1,704.00	Open	06/25	51-00-5103
24627	Invoice	wall street retaining wall	06/30/2025	07/30/2025	2,798.00	Open	06/25	23-00-5103
Total 24627:					4,502.00			
24651								
24651	Invoice	Hwy 103 Waterline Design	06/30/2025	07/30/2025	10,528.50	Open	06/25	51-72-7320
24651	Invoice	Shelly Quinn Skatepark	06/30/2025	07/30/2025	1,372.50	Open	06/25	21-00-6032
Total 24651:					11,901.00			
24652								
24652	Invoice	Police Station	06/30/2025	07/30/2025	118.80	Open	06/25	21-00-7045
Total 24652:					118.80			
Total JVA Incorporated (1110):					19,364.80			
LaLonde Heating & Cooling (526)								
7.16.25								
7.16.25	Invoice	Reset Air Dryer	07/16/2025	08/14/2025	160.00	Open	07/25	51-00-5108
Total 7.16.25:					160.00			
Total LaLonde Heating & Cooling (526):					160.00			
McDonald Farms (1588)								
0152543								
0152543	Invoice	WasteWater Hauled to Landfill	07/16/2025	07/31/2025	439.00	Open	07/25	52-00-5250
Total 0152543:					439.00			
Total McDonald Farms (1588):					439.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Motorola Solutions (190)								
8282162529								
8282162529	Invoice	Portable walkie	07/09/2025	08/08/2025	507.72	Open	07/25	10-30-5330
Total 8282162529:					507.72			
Total Motorola Solutions (190):					507.72			
Neighborhood Tree Guys (2015)								
7.21.25								
7.21.25	Invoice	Trees at cemetery	07/21/2025	08/20/2025	10,000.00	Open	07/25	10-70-7100
Total 7.21.25:					10,000.00			
Total Neighborhood Tree Guys (2015):					10,000.00			
Peak Performance Imaging Solutions (409)								
72385								
72385	Invoice	City Hall Copier/Printer	07/16/2025	07/31/2025	392.81	Open	06/25	10-20-5309
Total 72385:					392.81			
Total Peak Performance Imaging Solutions (409):					392.81			
Pitney Bowes (1758)								
09861563-792025								
09861563-792025	Invoice	Postage	07/09/2025	08/05/2025	114.99	Open	07/25	10-20-5310
09861563-792025	Invoice	Postage - W	07/09/2025	08/05/2025	50.00	Open	07/25	51-00-5310
09861563-792025	Invoice	Postage - WW	07/09/2025	08/05/2025	50.00	Open	07/25	52-00-5310
Total 09861563-792025:					214.99			
3321024550								
3321024550	Invoice	Postage Meter Lease	07/09/2025	08/08/2025	189.24	Open	07/25	10-20-5309
Total 3321024550:					189.24			
Total Pitney Bowes (1758):					404.23			
Pro-Mtn Electric LLC (2215)								
EST0203								
EST0203	Invoice	50% deposit stage electrical	07/17/2025	07/17/2025	13,614.58	Open	07/25	21-00-6032
Total EST0203:					13,614.58			
Total Pro-Mtn Electric LLC (2215):					13,614.58			
Quill Corporation (230)								
44902892/44902896								
44902892/44902896	Invoice	Folders	07/14/2025	08/13/2025	100.00	Open	07/25	10-20-6010
44902892/44902896	Invoice	Paper	07/14/2025	08/13/2025	147.80	Open	07/25	10-20-6010
44902892/44902896	Invoice	supplies	07/14/2025	08/13/2025	8.16	Open	07/25	10-20-6010
Total 44902892/44902896:					255.96			
Total Quill Corporation (230):					255.96			
Rocky Mountain Gun Works (2217)								
0825ISPD								
0825ISPD	Invoice	HG/RDS Instructor Course - Bailo	07/23/2025	08/22/2025	725.00	Open	08/25	10-30-5212
Total 0825ISPD:					725.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Rocky Mountain Gun Works (2217):					725.00			
S&B Carwash (534)								
7	7 Invoice	Car Wash	07/20/2025	08/19/2025	189.90	Open	06/25	10-30-6100
Total 7:					189.90			
Total S&B Carwash (534):					189.90			
Summit Asbestos Testing (2181)								
1339	1339 Invoice	Asbestos Testing - Shed	07/22/2025	08/21/2025	604.00	Open	07/25	21-00-6032
Total 1339:					604.00			
1340	1340 Invoice	Asbestos Testing - Barn	07/22/2025	08/21/2025	932.00	Open	07/25	21-00-6032
Total 1340:					932.00			
Total Summit Asbestos Testing (2181):					1,536.00			
Thrive 4 Corp. (2173)								
7803	7803 Invoice	Commission	07/01/2025	08/01/2025	1,000.00	Open	06/25	10-21-5108
Total 7803:					1,000.00			
Total Thrive 4 Corp. (2173):					1,000.00			
Timberline Disposal (1467)								
5824163V324	5824163V324 Invoice	Hwy 103 toilet	07/15/2025	08/14/2025	201.41	Open	07/25	51-00-5202
Total 5824163V324:					201.41			
Total Timberline Disposal (1467):					201.41			
Treatment Technology (1078)								
194857	194857 Invoice	caustic soda	07/01/2025	07/31/2025	905.30	Open	07/25	51-00-6216
	194857 Invoice	Drum, Delivery and Cleaning Char	07/01/2025	07/31/2025	170.00	Open	07/25	51-00-6201
	194857 Invoice	Sodium hypochlorite solution	07/01/2025	07/31/2025	1,438.80	Open	07/25	51-00-6201
Total 194857:					2,514.10			
Total Treatment Technology (1078):					2,514.10			
USA Blue Book (376)								
767330/767604	767330/767604 Invoice	chlorine buffer	07/15/2025	08/14/2025	172.74	Open	07/25	51-00-6207
	767330/767604 Invoice	chlorine indicator	07/15/2025	08/14/2025	193.50	Open	07/25	51-00-6207
	767330/767604 Invoice	dpd compound	07/15/2025	08/14/2025	246.82	Open	07/25	51-00-6207
Total 767330/767604:					613.06			
Total USA Blue Book (376):					613.06			
Utility Notification Center of Colorado (1984)								
89398	89398 Invoice	Locates - Water	07/21/2025	08/21/2025	27.67	Open	06/25	51-00-5108
	89398 Invoice	Locates - WW	07/21/2025	08/21/2025	27.66	Open	06/25	52-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 89398:					55.33			
Total Utility Notification Center of Colorado (1984):					55.33			
VISA (1827)								
ADMIN-7032025								
ADMIN-7032025	Invoice	missing admin receipts	07/03/2025	07/28/2025	6,284.67	Open	06/25	10-20-6500
Total ADMIN-7032025:					6,284.67			
PD-7032025								
PD-7032025	Invoice	goodyear - 2019 chevy truck oil ch	07/03/2025	07/28/2025	115.09	Open	06/25	10-30-6100
PD-7032025	Invoice	goodyear - oil change 2023 ford	07/03/2025	07/28/2025	136.54	Open	06/25	10-30-6100
PD-7032025	Invoice	goodyear 2023 ford truck oil chan	07/03/2025	07/28/2025	318.86	Open	06/25	10-30-6100
PD-7032025	Invoice	open ai subscription	07/03/2025	07/28/2025	600.00	Open	06/25	10-30-7011
PD-7032025	Invoice	postage	07/03/2025	07/28/2025	11.45	Open	06/25	10-30-5310
Total PD-7032025:					1,181.94			
PW-732025								
PW-732025	Invoice	starlink services	07/03/2025	07/28/2025	210.00	Open	06/25	10-10-5335
Total PW-732025:					210.00			
WATER-7032025								
WATER-7032025	Invoice	amazon - power inverter and lapto	07/03/2025	07/28/2025	187.04	Open	06/25	10-10-6010
WATER-7032025	Invoice	amazon - safety vest	07/03/2025	07/28/2025	64.88	Open	06/25	51-00-6040
WATER-7032025	Invoice	amazon - safety vest	07/03/2025	07/28/2025	64.87	Open	06/25	52-00-6040
WATER-7032025	Invoice	amazon - water pump	07/03/2025	07/28/2025	62.45	Open	06/25	10-60-6200
Total WATER-7032025:					379.24			
Total VISA (1827):					8,055.85			
Wallace, Scott A. (1152)								
757910								
757910	Invoice	Shim water wheel	07/17/2025	08/16/2025	865.00	Open	07/25	10-21-5041
Total 757910:					865.00			
Total Wallace, Scott A. (1152):					865.00			
Grand Totals:					409,986.21			

Report GL Period Summary

GL Period	Amount
08/25	1,178.00
07/25	177,157.71
06/25	231,650.50
Grand Totals:	409,986.21

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
JUNE 30, 2025

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	418,017.47
01-00-1111	MONEY MARKET -3504	924,810.00
01-00-1112	XPRESS DEPOSIT ACCOUNT	124,973.46
01-00-1113	PETTY CASH CHECKING ACCOUNT	24,973.89
01-00-1115	EVERGREEN NAT'L-- PR CKG -2114	215,082.86
01-00-1117	COLOTRUST--GENERAL -8001	555,262.92
01-00-1118	COLOTRUST--RAMP FUND -8002	233,481.93
01-00-1119	CSAFE--GENERAL -97-01	1,284,610.18
01-00-1175	CASH CLEARING - UTILITIES	396.95
01-00-1176	CASH CLEARING - COURT	(360.00)
TOTAL COMBINED CASH		3,781,249.66
01-00-1000	COMBINED CASH FUND	(3,781,249.66)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	484,055.17
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	10,284.10
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	690,479.86
21	ALLOCATION TO IMPROVEMENT FUND	(117,769.58)
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	130,957.87
23	ALLOCATION TO 1% STREET SALES TAX	1,360,297.92
51	ALLOCATION TO WATER FUND	253,400.12
52	ALLOCATION TO WASTEWATER FUND	147,186.02
59	ALLOCATION TO PARKING ENTERPRISE FUND	822,358.18
TOTAL ALLOCATIONS TO OTHER FUNDS		3,781,249.66
ALLOCATION FROM COMBINED CASH FUND - 01-00-1000		(3,781,249.66)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	484,055.17	
10-00-1120	CASH W/COUNTY TREASURER	81,354.01	
10-00-1150	A/R--BILLED ACCOUNTS	4,880.69	
10-00-1165	OTHER RECEIVABLES	325,231.93	
10-00-1167	PROPERTY TAXES RECEIVABLE	216,453.00	
10-00-1170	A/R--COURT	68,437.00	
10-00-1171	LEASE RECEIVABLE	290,350.31	
10-00-1190	PREPAID EXPENSES	12,110.64	
10-00-1580	SUSPENSE	.86	
	TOTAL ASSETS		1,482,873.61

LIABILITIES AND EQUITY

LIABILITIES

10-00-2010	WAGES PAYABLE	69,698.43	
10-00-2015	ACCRUED PAYROLL PAYABLE	14,248.25	
10-00-2020	ACCOUNTS PAYABLE	23,138.40	
10-00-2040	PREPAID BUSINESS LICENSES	6,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	216,453.00	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	129,797.79	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	160,552.52	
10-00-2220	FICA PAYABLE	9,411.78	
10-00-2221	MEDICARE PAYABLE	3,038.04	
10-00-2222	FEDERAL WITHHOLDINGS PAYABLE	15,229.86	
10-00-2223	STATE WITHHOLDINGS PAYABLE	3,817.00	
10-00-2230	HEALTH INSURANCE PAYABLE	(1,878.00)	
10-00-2232	AFLAC INSURANCE	93.66	
10-00-2233	GARNISHMENTS	447.17	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	6,750.72	
10-00-2235	DEFERRED COMP PAYABLE	6,830.33	
10-00-2236	UNEMPLOYMENT PAYABLE	1,296.82	
10-00-2237	MISC PAYROLL PAYABLE	89.18	
10-00-2238	LIFE INSURANCE PAYABLE	9.80	
10-00-2401	DEVELOPER LIABILITIES	2,463.86	
	TOTAL LIABILITIES		667,488.61

FUND EQUITY

10-00-2600	FUND BALANCE	1,353,393.38	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(538,008.38)	
	BALANCE - CURRENT DATE	(538,008.38)	
	TOTAL FUND EQUITY		815,385.00
	TOTAL LIABILITIES AND EQUITY		1,482,873.61

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PROPERTY, SALES & USE TAXES</u>						
10-00-3110 PROPERTY TAXES	141,711.50	178,545.60	8,455.29	147,564.74	250,000	59.0
10-00-3111 INTEREST -DELINQUENT PROP TAX	.00	.00	8.02	(29.19)	0	.0
10-00-3120 SPECIFIC OWNERSHIP TAX	10,369.33	11,570.10	1,809.52	12,026.79	22,000	54.7
10-00-3130 SALES TAX (1/2)	867,471.77	843,317.88	136,423.93	871,361.05	2,200,000	39.6
10-00-3135 BUILDING USE TAX (2/3)	6,722.98	10,183.09	3,008.15	7,991.33	30,000	26.6
10-00-3136 MOTOR VEHICLE USE TAX	38,868.64	43,644.44	6,256.78	35,910.25	80,000	44.9
10-00-3182 FRANCHISE-PUBLIC SERVICE	60,310.15	53,595.36	6,979.45	59,683.92	98,000	60.9
10-00-3183 FRANCHISE-CABLE--COMCAST	15,785.81	15,192.98	9,900.00	14,533.44	25,000	58.1
10-00-3184 FRANCHISE-QWEST/CENTURYLINK	161.50	119.50	.00	81.00	200	40.5
TOTAL PROPERTY, SALES & USE TAXES	1,141,401.68	1,156,168.95	172,841.14	1,149,123.33	2,705,200	42.5
<u>LICENSES & PERMITS</u>						
10-00-3211 LIQUOR LICENSE	2,775.00	3,450.00	100.00	3,826.25	6,000	63.8
10-00-3216 BUSINESS LICENSE FEE	13,546.41	2,014.60	100.00	2,305.00	37,000	6.2
10-00-3218 SHOPPING BAG FEES	.00	7,524.17	.00	4,039.80	12,000	33.7
10-00-3221 BUILDING PERMITS	.00	14,910.38	10,404.40	35,099.71	250,000	14.0
10-00-3222 CONTRACTOR'S LICENSE	5,200.00	4,400.00	700.00	5,700.00	12,000	47.5
10-00-3227 REPORTS/COPIES/FAX	1,096.00	1,484.50	218.50	942.00	2,500	37.7
10-00-3229 OTHER LICENSES/PERMITS	9,861.25	11,953.36	2,251.25	19,930.75	70,000	28.5
10-00-3240 PLAN REVIEW/COMMISSION FEES	74,484.28	6,331.95	6,964.74	11,448.40	50,000	22.9
TOTAL LICENSES & PERMITS	106,962.94	52,068.96	20,738.89	83,291.91	439,500	19.0
<u>OTHER TAXES</u>						
10-00-3301 MOTOR VEHICLE REG. FEES	3,097.83	3,149.29	614.69	3,243.88	7,000	46.3
10-00-3304 MARIJUANA SPECIAL SALES TAX	35,723.31	28,538.29	2,769.90	22,970.81	60,000	38.3
10-00-3305 STATE SHARED CIGARETTE TAX	2,077.54	1,893.57	250.30	1,872.36	5,000	37.5
10-00-3306 COUNTY ROAD & BRIDGE TAX	113,272.23	191,264.72	.00	192,358.69	480,000	40.1
10-00-3307 SEVERENCE TAX	.00	.00	.00	.00	110,000	.0
10-00-3309 HIGHWAY USERS TAX	30,957.77	36,327.57	6,409.10	35,530.33	65,000	54.7
10-00-3380 OPERATIONAL GRANTS	.00	9,131.97	7,630.00	15,776.70	10,000	157.8
TOTAL OTHER TAXES	185,128.68	270,305.41	17,673.99	271,752.77	737,000	36.9
<u>FINES</u>						
10-00-3550 FINES	33,305.00	124,540.00	37,800.00	236,860.10	270,000	87.7
TOTAL FINES	33,305.00	124,540.00	37,800.00	236,860.10	270,000	87.7

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>MISCELLANEOUS</u>						
10-00-3601	INTEREST EARNED	27,055.57	29,115.99	1,105.45	8,512.60	50,000	17.0
10-00-3602	ARGO MINE/DEVELOPER ACCOUNT	.00	.00	.00	500.00	0	.0
10-00-3604	DONATIONS	5,100.00	2,391.00	.00	.00	2,500	.0
10-00-3610	CEMETERY FEES	4,950.00	300.00	.00	1,750.00	5,000	35.0
10-00-3620	LEASES/RENT	44,133.29	36,338.22	5,830.25	39,459.31	70,000	56.4
10-00-3680	REIMBURSEMENT/REFUNDS	1,703.56	29,473.51	9,518.76	15,059.14	30,000	50.2
10-00-3690	MISCELLANEOUS REVENUE	3,959.66	2,009.86	1,144.84	14,261.87	7,000	203.7
	TOTAL MISCELLANEOUS	86,902.08	99,628.58	17,599.30	79,542.92	164,500	48.4
	<u>INTERFUND TRANSFERS</u>						
10-00-3921	TRANSFERS FROM STI FUND	12,500.00	.00	.00	.00	0	.0
	TOTAL INTERFUND TRANSFERS	12,500.00	.00	.00	.00	0	.0
	TOTAL FUND REVENUE	1,566,200.38	1,702,711.90	266,653.32	1,820,571.03	4,316,200	42.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	19,123.86	13,072.80	4,557.52	25,273.52	26,412	95.7
10-10-4103 HOURLY	74,210.66	58,108.26	24,156.80	67,080.24	119,288	56.2
10-10-4104 OVERTIME	5,938.37	5,710.26	939.68	4,745.50	11,201	42.4
10-10-4201 FICA	5,921.04	4,556.65	1,797.99	5,773.20	9,728	59.4
10-10-4202 MEDICARE	1,384.76	1,065.58	420.52	1,352.02	2,275	59.4
10-10-4203 HEALTH INS.	13,945.18	12,673.19	2,455.32	14,481.26	27,650	52.4
10-10-4204 LIFE INS.	98.00	102.90	15.33	93.66	198	47.3
10-10-4205 DEFERRED COMP	960.75	4,188.97	1,137.98	5,268.59	8,246	63.9
10-10-4206 UNEMPLOYMENT INS.	182.79	151.28	59.31	194.22	300	64.7
10-10-4207 DISABILITY INSURANCE	681.18	765.65	133.58	792.70	1,488	53.3
10-10-4209 DENTAL INSURANCE	570.00	493.20	86.64	485.01	986	49.2
10-10-5101 LEGAL	.00	.00	.00	.00	500	.0
10-10-5103 ENGINEERING	.00	.00	.00	726.60	2,000	36.3
10-10-5107 SURVEY	.00	.00	.00	.00	1,000	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	17,400.76	12,552.29	1,891.25	17,926.65	30,000	59.8
10-10-5202 DISPOSAL-TRASH	36.39	2,894.22	448.60	1,794.40	6,000	29.9
10-10-5207 MAINT./REPAIRS-SERVICES	.00	8,256.66	.00	5,602.42	5,000	112.1
10-10-5208 MAINT./REPAIRS-BUILDING	1,000.55	1,184.37	238.00	946.67	2,000	47.3
10-10-5212 TRAINING	.00	75.00	.00	.00	2,500	.0
10-10-5213 MEDICAL	80.00	.00	.00	160.00	200	80.0
10-10-5215 EMPLOYEE INCENTIVE	1,050.00	25.00	.00	.00	2,100	.0
10-10-5300 CIRSA W/C INSURANCE	8,678.40	10,604.96	.00	15,679.86	21,000	74.7
10-10-5301 CIRSA P/C INSURANCE	16,153.29	23,297.05	.00	49,787.18	45,000	110.6
10-10-5303 TELEPHONE	860.95	864.48	144.55	1,169.29	1,800	65.0
10-10-5304 DUES & PUBLICATIONS	.00	421.99	.00	39.99	500	8.0
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	.00	.00	64.83	100	64.8
10-10-5313 ADVERTISING	.00	.00	260.00	260.00	500	52.0
10-10-5314 INSURANCE CLAIMS	.00	1,000.00	.00	2,172.26	2,000	108.6
10-10-5325 PRINTING	.00	.00	.00	69.43	50	138.9
10-10-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	2,477.14	1,727.18	339.32	2,991.84	4,600	65.0
10-10-6001 ELECTRICITY & GAS	31,870.90	31,929.28	11,129.67	43,588.13	62,000	70.3
10-10-6007 MATERIALS/SUPPLIES/EQUIP	4,453.50	2,233.48	35.97	465.79	6,000	7.8
10-10-6010 MATERIALS/SUPPLIES/OFFICE	789.14	257.27	.00	530.83	3,000	17.7
10-10-6012 GAS/OIL-EQUIPMENT	2,984.23	1,944.46	6.99	1,660.26	4,000	41.5
10-10-6020 TOOLS	845.73	307.62	573.66	888.03	1,500	59.2
10-10-6022 SAFETY ITEMS	174.98	.00	.00	.00	500	.0
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	443.38	195.26	.00	71.97	500	14.4
10-10-6050 WATER/SEWER	578.70	1,530.58	.00	2,691.11	3,000	89.7
10-10-6085 STREET LAMPS	25,796.49	2,909.66	.00	10,134.22	20,000	50.7
10-10-6091 SIGNS	168.39	18,846.65	.00	2,342.75	5,000	46.9
10-10-6093 PAINT	.00	.00	.00	.00	2,500	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096 ASPHALT/CURB & GUTTER--R&M	3,500.00	.00	.00	.00	7,000	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	6,761.20	4,765.99	.00	.00	15,000	.0
10-10-6150 FLEET MAINT	3,363.45	4,433.73	.00	1,133.18	8,000	14.2
10-10-6191 FLEET FUEL	8,059.00	7,224.83	.00	3,918.77	14,000	28.0
10-10-6192 FLEET TIRES	.00	471.91	.00	7,148.09	3,000	238.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193 FLEET SUPPLIES	3,106.98	803.38	.00	1,261.53	4,000	31.5
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	1,000	.0
10-10-7011 COMPUTER SOFTWARE	59.97	79.96	.00	.00	80	.0
TOTAL STREETS EXPENDITURES	263,710.11	241,726.00	50,828.68	300,766.00	502,052	59.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101 MAYOR/COUNCIL	20,400.00	17,760.00	8,880.00	17,760.00	44,160	40.2
10-20-4102 SALARY	76,376.80	190,954.34	25,108.78	109,256.97	197,936	55.2
10-20-4103 HOURLY	107,099.92	81,907.82	16,096.35	70,851.35	91,070	77.8
10-20-4104 OVERTIME	141.41	1,381.07	.00	244.28	1,020	24.0
10-20-4201 FICA	12,273.09	17,558.76	3,032.83	11,748.54	20,720	56.7
10-20-4202 MEDICARE	2,870.50	4,106.66	709.31	2,749.51	4,846	56.7
10-20-4203 HEALTH INS.	21,948.81	41,603.60	6,290.10	35,625.70	85,539	41.7
10-20-4204 LIFE INS.	164.50	247.45	32.55	182.98	458	40.0
10-20-4205 DEFERRED COMP	10,271.23	18,506.47	1,985.16	8,386.72	34,013	24.7
10-20-4206 UNEMPLOYMENT	362.10	534.61	76.66	346.11	992	34.9
10-20-4207 DISABILITY INSURANCE	1,675.87	2,110.77	234.05	1,387.44	3,954	35.1
10-20-4209 DENTAL INSURANCE	1,049.60	1,643.60	148.79	898.10	3,217	27.9
10-20-5050 COUNTY TREASURER'S FEES	2,812.07	3,295.56	169.27	2,925.61	6,000	48.8
10-20-5101 LEGAL	84,222.11	74,969.77	13,708.10	77,465.66	140,000	55.3
10-20-5102 AUDIT	4,250.00	4,250.00	.00	6,306.56	4,980	126.6
10-20-5103 ENGI'RING SVCES--DEVEL REVIEW	1,472.66	1,243.72	.00	316.80	2,000	15.8
10-20-5104 FINANCIAL SERVICES	16,740.02	14,265.64	.00	6,120.00	18,700	32.7
10-20-5105 PLANNING SERVICES	240.00	5,787.00	.00	79.20	10,000	.8
10-20-5106 IT SERVICES	7,713.52	10,692.74	1,360.50	10,856.40	20,000	54.3
10-20-5107 SURVEYING	4,500.00	29,193.75	.00	.00	10,000	.0
10-20-5108 OTHER CONTRACTUAL SERVICES	6,212.86	38,575.61	963.02	72,319.11	87,000	83.1
10-20-5207 REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	1,000	.0
10-20-5208 REPAIR/MAINTENANCE-BUILDING	1,395.16	894.85	325.02	1,850.47	2,000	92.5
10-20-5210 MEETING EXPENSE	478.36	821.36	.00	616.02	1,500	41.1
10-20-5212 EDUCATION & TRAINING	3,784.11	5,997.42	.00	4,771.20	8,000	59.6
10-20-5215 EMPLOYEE INCENTIVE	210.00	605.00	125.00	759.25	1,500	50.6
10-20-5220 ELECTION	.00	.00	.00	.00	1,000	.0
10-20-5225 BOARDS & COMMISSIONS	.00	.00	.00	1,012.18	1,500	67.5
10-20-5300 CIRSA W/C INSURANCE	433.92	530.24	.00	784.00	1,100	71.3
10-20-5301 CIRSA P/C INSURANCE	15,653.29	22,797.05	.00	46,845.43	45,000	104.1
10-20-5303 TELEPHONE	860.95	864.48	144.55	886.62	1,800	49.3
10-20-5304 DUES & MEMBERSHIPS	7,722.00	4,306.00	.00	6,447.07	9,000	71.6
10-20-5305 TRAVEL & MEALS	3,879.01	4,441.18	.00	2,456.52	8,000	30.7
10-20-5309 CONTRACT OFFICE EQUIP.	2,770.43	2,953.62	343.45	1,782.31	6,000	29.7
10-20-5310 POSTAGE, SHIPPING, BOX RENT	1,065.16	727.85	.00	376.23	2,000	18.8
10-20-5312 LEGAL PUBLICATIONS	2,321.05	5,312.76	391.06	3,361.14	7,000	48.0
10-20-5313 ADVERTISING	50.00	706.12	.00	528.86	1,500	35.3
10-20-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316 RECORDING DOCUMENTS	54.00	1,213.00	251.00	628.35	2,000	31.4
10-20-5322 CODIFICATION	2,819.40	3,118.00	.00	3,851.40	3,000	128.4
10-20-5325 PRINTING	.00	.00	.00	101.59	1,500	6.8
10-20-5335 CELL/INTERNET SERVICE	2,271.73	2,892.83	596.00	3,927.65	6,300	62.3
10-20-6001 ELECTRICITY & GAS	3,405.45	2,867.45	326.26	2,732.93	5,800	47.1
10-20-6010 MATERIALS/SUPPLIES/OFFICE	2,679.36	1,820.51	138.46	1,106.56	4,000	27.7
10-20-6020 FLAGS	.00	.00	.00	.00	1,000	.0
10-20-6050 WATER/SEWER	729.42	873.09	.00	1,650.74	4,000	41.3
10-20-6060 REFUNDS	.00	1,000.00	.00	.00	1,000	.0
10-20-6500 MISCELLANEOUS EXPENSE	.00	.00	.00	3,731.04	1,000	373.1
10-20-7010 OFFICE EQUIPMENT/COMPUTERS	3,657.00	2,213.23	.00	592.03	5,000	11.8
10-20-7011 COMPUTER SOFTWARE	.00	699.88	.00	1,667.11	1,000	166.7
10-20-7020 PUBLIC ENGAGEMENT	.00	9,121.50	.00	.00	10,000	.0
10-20-8010 MISC. CASH OVER/SHORT	1.00	1.16-	.00	5.86	0	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL ADMINISTRATION EXPENDITURES	439,037.87	637,365.20	81,436.27	528,299.60	931,105	56.7
COMMUNITY PROMOTION						
10-21-5030 HSIS/ VISITOR CENTER	11,667.50	30,000.00	.00	15,000.00	60,000	25.0
10-21-5032 MISC. EVENTS	.00	1,700.00	1,329.57	2,616.25	15,000	17.4
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	.00	2,000.00	2,000.00	2,000.00	2,000	100.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	3,000	.0
10-21-5038 MISC. ORGANIZATION REQUEST	10,125.00	10,150.00	272.00	18,839.38	10,000	188.4
10-21-5039 BEAUTIFICATION	6,018.74	.00	237.16	237.16	9,500	2.5
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	20,580	.0
10-21-5041 HISTORIC SITES & FACILITIES	3,100.00	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	.00	23,055.00	13,323.73	31,665.41	50,000	63.3
10-21-5108 OTHER CONTRACTUAL SERVICES	.00	.00	5,850.00	39,816.67	146,000	27.3
10-21-5430 VISITOR CTR BLDG MAINTENANCE	1,684.00	3,335.54	.00	16,529.84	10,000	165.3
TOTAL COMMUNITY PROMOTION	32,595.24	70,240.54	23,012.46	126,704.71	334,580	37.9
BUILDING INSPECTOR						
10-22-5000 OPERATIONS CONTRACTUAL	67,251.00	15,353.01	10,490.56	34,510.93	150,000	23.0
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	2,000	.0
TOTAL BUILDING INSPECTOR	67,251.00	15,353.01	10,490.56	34,510.93	152,000	22.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	59,759.20	63,710.40	17,983.20	77,927.20	155,859	50.0
10-30-4103 HOURLY WAGES--SWORN	249,904.32	297,003.38	69,189.08	297,040.94	577,056	51.5
10-30-4104 OVERTIME--REGULAR	17,651.40	10,684.72	508.21	6,937.27	20,400	34.0
10-30-4105 HOLIDAY	3,812.73	8,433.12	3,132.00	7,476.32	15,300	48.9
10-30-4106 OVERTIME--HOLIDAY WORKED-SWORN	8,551.82	13,590.30	3,872.46	10,892.75	24,480	44.5
10-30-4108 BONUS PAY	.00	.00	1,000.00	1,000.00	0	.0
10-30-4109 HOURLY WAGES--CIVILIAN	57,592.53	88,402.92	19,057.51	83,587.25	173,030	48.3
10-30-4110 OVERTIME--HOLIDAY WKD-CIVILIAN	863.31	353.30	610.04	610.04	1,530	39.9
10-30-4201 FICA	4,993.96	5,561.64	1,256.94	5,221.71	10,823	48.3
10-30-4202 MEDICARE	5,543.56	6,731.26	1,623.77	6,750.29	14,031	48.1
10-30-4203 HEALTH INS.	55,209.60	66,321.00	12,020.00	71,429.60	144,606	49.4
10-30-4204 LIFE INS.	400.40	491.40	79.52	466.48	960	48.6
10-30-4205 DEFERRED COMP	3,050.26	4,606.92	1,091.56	4,732.46	8,969	52.8
10-30-4206 UNEMPLOYMENT	793.96	961.98	230.66	970.91	1,853	52.4
10-30-4207 DISABILITY INSURANCE	3,666.53	3,949.42	671.29	3,911.42	7,649	51.1
10-30-4209 DENTAL INSURANCE	2,730.40	3,979.20	672.80	4,012.00	7,638	52.5
10-30-4210 PENSION FPPA	32,072.23	42,754.18	10,192.08	45,976.27	82,000	56.1
10-30-5101 LEGAL	747.25	.00	.00	1,424.50	10,000	14.3
10-30-5105 OTHER CONTRACT SERVICES	50,040.11	159,384.54	.00	100,053.80	198,851	50.3
10-30-5108 OTHER PROFESSIONAL SERVICES	30,373.51	64,757.06	3,079.85	58,498.19	100,000	58.5
10-30-5109 POLYGRAPH/PSY EXAM	1,751.40	150.00	.00	425.70	2,200	19.4
10-30-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	1,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	1,089.49	810.63	273.00	366.19	2,000	18.3
10-30-5212 TRAINING	5,870.53	11,702.51	660.00	7,864.42	18,000	43.7
10-30-5213 MEDICAL/BLOOD DRAW	.00	.00	.00	.00	1,000	.0
10-30-5215 EMPLOYEE INCENTIVE	125.00	340.00	80.00	548.95	3,000	18.3
10-30-5300 CIRSA W/C INSURANCE	8,244.48	10,074.72	.00	14,896.19	20,000	74.5
10-30-5301 CIRSA P/C INSURANCE	40,909.43	114,921.92	.00	166,973.28	230,000	72.6
10-30-5303 TELEPHONE	860.95	864.48	144.55	860.47	1,800	47.8
10-30-5304 DUES & PUBLICATIONS	1,016.00	3,221.42	.00	1,045.00	2,000	52.3
10-30-5305 TRAVEL & MEALS	.00	51.77	.00	.00	1,000	.0
10-30-5309 CONTRACT OFFICE EQUIP.	1,032.55	710.35	.00	373.06	2,050	18.2
10-30-5310 POSTAGE, SHIPPING, BOX RENT	176.17	99.91	.00	167.32	500	33.5
10-30-5314 INSURANCE CLAIMS	1,000.00	2,000.00	.00	.00	4,000	.0
10-30-5325 PRINTING	1,224.52	2,744.17	.00	3,793.42	3,000	126.5
10-30-5326 TOWING	232.00	232.00	.00	300.00	1,000	30.0
10-30-5330 COMMUNICATIONS EQUIPMENT	.00	553.34	.00	570.00	1,000	57.0
10-30-5335 CELL/INTERNET SERVICE	3,194.32	3,519.66	361.39	5,859.39	8,400	69.8
10-30-5350 PUBLIC EDUCATION/RELATIONS	1,340.96	1,865.66	.00	2,632.38	4,000	65.8
10-30-6001 ELECTRICITY & GAS	2,500.18	2,093.68	542.77	5,478.04	4,000	137.0
10-30-6010 MATERIALS/SUPPLIES/OFFICE	593.60	2,319.34	158.80	968.85	3,000	32.3
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	1,832.15	1,788.16	.00	1,066.16	1,750	60.9
10-30-6022 SAFETY ITEMS	.00	.00	.00	.00	1,000	.0
10-30-6030 UNIFORMS	8,939.61	3,889.54	168.00	2,671.58	15,000	17.8
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	9,701.09	5,212.69	4,754.00	4,854.00	9,000	53.9
10-30-6045 AMMUNITION	4,820.06	1,237.70	.00	.00	4,000	.0
10-30-6050 WATER/SEWER	657.42	1,902.43	.00	1,847.02	3,700	49.9
10-30-6100 FLEET MAINTENANCE	12,882.23	33,660.29	2,657.04	15,804.07	20,000	79.0
10-30-6191 FLEET FUEL	14,034.42	16,550.99	260.68	13,198.11	30,000	44.0
10-30-6192 FLEET TIRES	793.00	1,263.10	.00	806.32	3,000	26.9
10-30-6193 FLEET SUPPLIES	466.99	1,878.31	45.99	526.02	2,000	26.3
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	1,428.00	.00	.00	.00	3,200	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-30-7011 COMPUTER SOFTWARE	12,457.95	18,061.90	.00	22,878.26	20,000	114.4
TOTAL POLICE EXPENDITURES	726,931.58	1,085,397.41	156,377.19	1,065,693.60	1,980,635	53.8

COURT EXPENDITURES

10-40-4103 HOURLY	13,914.46	15,269.37	2,364.66	10,296.23	30,861	33.4
10-40-4104 OVERTIME	60.44	495.87	.00	129.31	102	126.8
10-40-4201 FICA	835.56	945.69	142.79	623.47	1,920	32.5
10-40-4202 MEDICARE	195.34	221.14	33.39	145.79	449	32.5
10-40-4203 HEALTH INS.	1,809.60	1,900.80	230.14	1,380.88	4,314	32.0
10-40-4204 LIFE INS.	21.00	21.00	2.24	13.44	42	32.0
10-40-4205 DEFERRED COMP	.00	458.06	70.95	308.92	894	34.6
10-40-4206 UNEMPLOYMENT	27.97	31.51	4.74	20.88	63	33.1
10-40-4207 WORKMANS COMP	138.46	138.77	15.67	92.85	276	33.6
10-40-4209 DENTAL INSURANCE	74.40	74.40	8.19	49.14	154	31.9
10-40-5101 LEGAL FEES	.00	112.50	.00	.00	500	.0
10-40-5110 JUDGE RETAINER	9,600.00	9,600.00	1,600.00	11,200.00	19,200	58.3
10-40-5115 PROSECUTOR	9,343.50	10,900.75	3,122.36	10,928.26	18,689	58.5
10-40-5209 JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212 TRAINING	.00	.00	.00	.00	400	.0
10-40-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-40-5310 POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320 INTERPRETORS	.00	21.32	.00	96.76	100	96.8
10-40-5325 PRINTING	.00	.00	.00	.00	25	.0
10-40-6010 MATERIALS/SUPPLIES-MISC.	.00	119.97	.00	.00	200	.0
10-40-6030 CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035 RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES	36,020.73	40,311.15	7,595.13	35,285.93	78,519	44.9

FIRE DEPARTMENT

10-50-5050 CONTRIBUTION TO CCCESD	70,612.50	149,937.50	.00	154,770.00	309,540	50.0
TOTAL FIRE DEPARTMENT	70,612.50	149,937.50	.00	154,770.00	309,540	50.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103 HOURLY	26,540.52	45,122.47	9,067.68	46,039.88	90,472	50.9
10-60-4104 OVERTIME	2,016.41	5,700.94	1,769.37	5,356.47	10,200	52.5
10-60-4105 HOLIDAY	152.00	831.60	171.28	685.12	1,530	44.8
10-60-4201 FICA	1,720.52	3,141.44	670.99	3,159.92	6,337	49.9
10-60-4202 MEDICARE	402.36	734.72	156.93	739.03	1,482	49.9
10-60-4203 HEALTH INS.	3,619.20	3,801.60	719.20	4,315.20	8,630	50.0
10-60-4204 LIFE INS.	49.00	81.20	11.20	67.20	156	43.1
10-60-4205 DEFERRED COMP	.00	1,378.66	277.17	1,401.73	2,706	51.8
10-60-4206 UNEMPLOYMENT	57.41	103.34	22.02	104.19	204	51.1
10-60-4207 DISABILITY INSURANCE	222.88	437.38	73.50	438.85	870	50.4
10-60-5108 OTHER PROFESSIONAL SERVICES	7,513.44	6,382.98	6,312.43	10,165.61	63,000	16.1
10-60-5202 DISPOSAL	2,275.32	.00	416.37	2,238.48	4,000	56.0
10-60-5207 REPAIR/MAINT-SERVICES	129.97	.00	.00	7,664.55	2,500	306.6
10-60-5208 MAINT./REPAIRS-BUILDING	62.69	906.01	.00	1,204.72	1,000	120.5
10-60-5209 VANDALISM MAINTENANCE	474.70	401.25	198.64	198.64	1,000	19.9
10-60-5210 GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211 TRAIL MAINTENANCE-VCMP	.00	.00	16.02	5,725.26	2,500	229.0
10-60-5212 TRAINING	.00	.00	.00	.00	100	.0
10-60-5213 MEDICAL	.00	.00	.00	.00	80	.0
10-60-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300 CIRSA W/C INSURANCE	867.84	1,060.50	.00	1,567.99	2,100	74.7
10-60-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-60-5305 TRAVEL & MEALS	.00	.00	.00	204.82	100	204.8
10-60-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-60-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-60-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335 CELL/INTERNET SERVICE	220.18	152.41	40.44	610.73	400	152.7
10-60-6001 ELECTRICITY & GAS	4,881.52	4,001.33	442.18	4,407.15	8,500	51.9
10-60-6010 MATERIALS/SUPPLIES-MISC.	1,506.50	5,036.56	319.89	3,548.57	5,500	64.5
10-60-6012 GAS, OIL-EQUIPMENT	918.08	37.64	.00	97.84	1,000	9.8
10-60-6020 TOOLS	22.99	375.92	.00	886.94	500	177.4
10-60-6022 SAFETY ITEMS	.00	457.28	.00	159.89	300	53.3
10-60-6040 OCCUPATIONAL EQUIP/SAFETY	13.82	.00	.00	277.82	200	138.9
10-60-6045 SPRINKLER PARTS	.00	39.20	.00	1,279.66	2,000	64.0
10-60-6050 WATER/SEWER	1,781.94	3,102.23	.00	5,631.63	7,000	80.5
10-60-6085 LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091 SIGNS	.00	.00	.00	.00	250	.0
10-60-6093 PAINT	.00	.00	.00	.00	150	.0
10-60-6095 SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098 TREE REPLACEMENT & TRIMMING	2,017.00	.00	.00	.00	9,000	.0
10-60-6099 SALTED SAND	.00	.00	.00	.00	1,600	.0
10-60-6150 FLEET MAINT	217.66	2,862.28	.00	.00	2,200	.0
10-60-6191 FLEET FUEL	1,819.85	1,522.77	.00	1,791.09	3,500	51.2
10-60-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
10-60-6193 FLEET SUPPLIES	719.75	.00	.00	17.99	1,500	1.2
10-60-6200 PARKS MAINT. & PARTS	5,675.12	3,805.99	2,074.40	2,561.67	8,000	32.0
10-60-6204 WEED CONTROL	.00	.00	.00	.00	500	.0
10-60-6206 CHEMICALS/FERTILITZER	135.67	.00	.00	.00	500	.0
10-60-6207 CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150	.0
10-60-7007 EQUIPMENT PURCHASE	631.81	.00	.00	.00	400	.0
TOTAL PARKS EXPENDITURES	66,666.15	91,477.70	22,759.71	112,548.64	258,217	43.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CEMETERY EXPENDITURES</u>						
10-70-7100 CEMETERY MAINTENANCE	.00	.00	.00	.00	5,000	.0
TOTAL CEMETERY EXPENDITURES	.00	.00	.00	.00	5,000	.0
TOTAL FUND EXPENDITURES	1,702,825.18	2,331,808.51	352,500.00	2,358,579.41	4,551,648	51.8
NET REVENUE OVER EXPENDITURES	136,624.80-	629,096.61-	(85,846.68)	(538,008.38)	235,448-	(228.5)

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	10,284.10	
	TOTAL ASSETS		10,284.10

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	10,110.55	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	173.55	
	BALANCE - CURRENT DATE	173.55	
	TOTAL FUND EQUITY		10,284.10
	TOTAL LIABILITIES AND EQUITY		10,284.10

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>MISCELLANEOUS</u>						
15-00-3601	INTEREST EARNED	104.44	188.19	20.98	173.55	400	43.4
	TOTAL MISCELLANEOUS	104.44	188.19	20.98	173.55	400	43.4
	TOTAL FUND REVENUE	104.44	188.19	20.98	173.55	400	43.4
	NET REVENUE OVER EXPENDITURES	104.44	188.19	20.98	173.55	400	43.4

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	690,479.86	
	TOTAL ASSETS		690,479.86

LIABILITIES AND EQUITY

FUND EQUITY

20-00-2600	FUND BALANCE	674,612.89	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	15,866.97	
	BALANCE - CURRENT DATE	15,866.97	
	TOTAL FUND EQUITY		690,479.86
	TOTAL LIABILITIES AND EQUITY		690,479.86

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

RAMP FUND (COLORADO BLVD)

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
20-00-3601	INTEREST EARNED	12,786.03	18,563.37	2,244.78	16,683.27	35,000	47.7
	TOTAL MISCELLANEOUS	12,786.03	18,563.37	2,244.78	16,683.27	35,000	47.7
	TOTAL FUND REVENUE	12,786.03	18,563.37	2,244.78	16,683.27	35,000	47.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-4103 ADMINISTRATIVE HOURLY	.00	.00	147.80	643.50	1,420	45.3
20-00-4104 OVERTIME	.00	.00	.00	8.08	0	.0
20-00-4201 FICA	.00	.00	8.92	38.94	0	.0
20-00-4202 MEDICARE	.00	.00	2.09	9.14	0	.0
20-00-4203 HEALTH INS.	.00	.00	14.39	86.30	0	.0
20-00-4204 LIFE INS.	.00	.00	.14	.84	0	.0
20-00-4205 RETIREMENT	.00	.00	4.44	19.32	0	.0
20-00-4206 UNEMPLOYMENT	.00	.00	.30	1.31	0	.0
20-00-4207 DISABILITY INSURANCE	.00	.00	.98	5.81	0	.0
20-00-4209 DENTAL INSURANCE	.00	.00	.51	3.06	0	.0
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	50,000	.0
TOTAL DEPARTMENT 00	.00	.00	179.57	816.30	51,420	1.6
TOTAL FUND EXPENDITURES	.00	.00	179.57	816.30	51,420	1.6
NET REVENUE OVER EXPENDITURES	12,786.03	18,563.37	2,065.21	15,866.97	16,420-	96.6

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	(117,769.58)	
21-00-1120	CASH W/COUNTY TREASURER	2,356.59	
21-00-1165	OTHER RECEIVABLES	242,787.88	
21-00-1277	2019 ADV DUE FR WWF	443,390.40	
	TOTAL ASSETS		570,765.29

LIABILITIES AND EQUITY

LIABILITIES

21-00-2020	ACCOUNTS PAYABLE	(96,027.85)	
	TOTAL LIABILITIES		(96,027.85)

FUND EQUITY

21-00-2600	FUND BALANCE	1,077,248.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(410,455.83)	
	BALANCE - CURRENT DATE	(410,455.83)	
	TOTAL FUND EQUITY		666,793.14
	TOTAL LIABILITIES AND EQUITY		570,765.29

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

IMPROVEMENT FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
21-00-3130 SALES TAX (1/4)	433,735.90	421,658.95	68,211.97	435,680.53	1,025,000	42.5
21-00-3135 BUILDING USE TAX (1/3)	3,317.73	5,084.46	1,505.58	4,559.69	100,000	4.6
21-00-3136 MOTOR VEHICLE USE TAX	19,434.31	21,822.21	3,128.39	17,955.13	45,000	39.9
TOTAL TAXES	456,487.94	448,565.62	72,845.94	458,195.35	1,170,000	39.2
<u>MISCELLANEOUS</u>						
21-00-3601 INTEREST EARNED	28,735.60	8,888.65	(240.27)	3,704.04	15,000	24.7
TOTAL MISCELLANEOUS	28,735.60	8,888.65	(240.27)	3,704.04	15,000	24.7
<u>SOURCE 37</u>						
21-00-3760 FOUNDATION GRANTS	.00	125,000.00	.00	.00	0	.0
21-00-3770 COLO PARKS & WILDLIFE GRANT	.00	.00	17,643.12	17,643.12	1,500,000	1.2
21-00-3771 GOCO GRANT	.00	.00	.00	99,574.97	0	.0
21-00-3773 DOLA GRANT--EIAF 9457--STATE	.00	366,466.20	.00	.00	1,000,000	.0
TOTAL SOURCE 37	.00	491,466.20	17,643.12	117,218.09	2,500,000	4.7
TOTAL FUND REVENUE	485,223.54	948,920.47	90,248.79	579,117.48	3,685,000	15.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

IMPROVEMENT FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-4102 ADMINISTRATIVE SALARY	.00	.00	4,758.66	20,199.80	34,831	58.0
21-00-4103 ADMINISTRATIVE HOURLY	.00	.00	147.80	643.50	1,420	45.3
21-00-4104 OVERTIME	.00	.00	.00	8.08	0	.0
21-00-4201 FICA	.00	.00	296.85	1,271.39	0	.0
21-00-4202 MEDICARE	.00	.00	69.46	297.47	0	.0
21-00-4203 HEALTH INS.	.00	.00	447.19	2,683.10	0	.0
21-00-4204 LIFE INS.	.00	.00	1.96	11.76	0	.0
21-00-4205 RETIREMENT	.00	.00	285.29	1,151.02	0	.0
21-00-4206 UNEMPLOYMENT	.00	.00	9.82	42.44	0	.0
21-00-4207 DISABILITY INSURANCE	.00	.00	26.61	158.98	0	.0
21-00-4209 DENTAL INSURANCE	.00	.00	18.27	109.62	0	.0
21-00-5102 AUDIT	.00	.00	.00	.00	408	.0
21-00-5103 ENGINEERING--AFFORDABLE HSG	36,685.09	40,625.10	.00	608.00	50,000	1.2
21-00-5104 FINANCIAL SERVICES	.00	.00	.00	.00	2,520	.0
21-00-6012 POLICE VEHICLE PURCHASE	2,722.00	.00	.00	.00	0	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	.00	219.90	.00	.00	10,000	.0
21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	.00	50,000	.0
21-00-6017 OTHER STREET PROJECTS	.00	.00	.00	.00	50,000	.0
21-00-6023 PARK IMPROVEMENTS-CRC	.00	.00	.00	450.90	50,000	.9
21-00-6024 PARK IMPROVEMENTS	65,571.83	283,670.16	7,062.00	206,069.82	350,000	58.9
21-00-6025 PW VEHICLE PURCHASE	50,870.00	.00	.00	.00	0	.0
21-00-6026 PD EQUIPMENT	30,721.24	11,540.36	.00	113,970.90	139,100	81.9
21-00-6028 STREETSCAPE/MALL IMPROVEMENTS	.00	6,101.00	2,531.00	2,531.00	50,000	5.1
21-00-6032 MASTER PLAN--SPORTS COMPLEX	.00	12,017.31	21,495.50	301,197.49	1,000,000	30.1
21-00-7040 CITY HALL BUILDING IMPROVEMENT	.00	.00	.00	1,499.40	0	.0
21-00-7041 MUSEUM BUILDING IMPROVEMENT	.00	10,000.00	.00	.00	10,000	.0
21-00-7042 LIBRARY BUILDING IMPROVEMENT	255,499.97	20.77	.00	575.00	0	.0
21-00-7043 LAND ACQUISITION	.00	375,000.00	.00	.00	500,000	.0
21-00-7044 PW FACILITY PROJECT	361,399.10	1,314,544.31	.00	6,286.00	0	.0
21-00-7045 POLICE STATION IMPROVEMENTS	.00	108,792.47	98,253.53	283,089.33	1,500,000	18.9
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	.00	2,829.43	.00	.00	0	.0
21-00-8210 TRANSFER TO GENERAL FUND	12,500.00	.00	.00	.00	0	.0
TOTAL IMPROVEMENT FUND EXPENDITURE	815,969.23	2,165,360.81	135,403.94	942,855.00	3,798,279	24.8
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	774.12	355,422.58	.00	.00	200,000	.0
21-61-7042 SITES & FACILITIES IMPROVEMENT	39,952.74	104,877.77	.00	46,718.31	100,000	46.7
TOTAL HSF PROJECTS	40,726.86	460,300.35	.00	46,718.31	300,000	15.6
TOTAL FUND EXPENDITURES	856,696.09	2,625,661.16	135,403.94	989,573.31	4,098,279	24.2
NET REVENUE OVER EXPENDITURES	371,472.55-	1,676,740.69-	(45,155.15)	(410,455.83)	413,279-	(99.3)

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	130,957.87	
	TOTAL ASSETS		130,957.87

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE	123,761.91	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	7,195.96	
	BALANCE - CURRENT DATE	7,195.96	
	TOTAL FUND EQUITY		130,957.87
	TOTAL LIABILITIES AND EQUITY		130,957.87

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	3,682.84	5,844.02	2,443.20	5,038.22	12,000	42.0
	TOTAL INTERGOVERNMENTAL	3,682.84	5,844.02	2,443.20	5,038.22	12,000	42.0
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	1,061.02	1,992.97	267.18	2,157.74	4,000	53.9
	TOTAL MISCELLANEOUS	1,061.02	1,992.97	267.18	2,157.74	4,000	53.9
	TOTAL FUND REVENUE	4,743.86	7,836.99	2,710.38	7,195.96	16,000	45.0
	NET REVENUE OVER EXPENDITURES	4,743.86	7,836.99	2,710.38	7,195.96	16,000	45.0

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

1% STREET SALES TAX

ASSETS

23-00-1000	CASH - COMBINED FUND	1,360,297.92	
23-00-1165	OTHER RECEIVABLES	143,212.91	
	TOTAL ASSETS		1,503,510.83

LIABILITIES AND EQUITY

FUND EQUITY

23-00-2600	FUND BALANCE	1,239,911.95	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	263,598.88	
	BALANCE - CURRENT DATE	263,598.88	
	TOTAL FUND EQUITY		1,503,510.83
	TOTAL LIABILITIES AND EQUITY		1,503,510.83

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

1% STREET SALES TAX

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
SOURCE 31							
23-00-3133	SALES TAX (1/4) STREETS CIP	433,735.90	421,658.92	68,211.96	435,680.51	1,025,000	42.5
	TOTAL SOURCE 31	433,735.90	421,658.92	68,211.96	435,680.51	1,025,000	42.5
SOURCE 36							
23-00-3601	INTEREST EARNED	21,688.78	27,525.24	2,775.28	21,940.92	50,000	43.9
	TOTAL SOURCE 36	21,688.78	27,525.24	2,775.28	21,940.92	50,000	43.9
	TOTAL FUND REVENUE	455,424.68	449,184.16	70,987.24	457,621.43	1,075,000	42.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

1% STREET SALES TAX

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-4103 ADMINISTRATIVE HOURLY	.00	.00	147.80	643.50	1,420	45.3
23-00-4104 OVERTIME	.00	.00	.00	8.08	0	.0
23-00-4201 FICA	.00	.00	8.92	38.94	0	.0
23-00-4202 MEDICARE	.00	.00	2.09	9.14	0	.0
23-00-4203 HEALTH INS.	.00	.00	14.39	86.30	0	.0
23-00-4204 LIFE INS.	.00	.00	.14	.84	0	.0
23-00-4205 RETIREMENT	.00	.00	4.44	19.32	0	.0
23-00-4206 UNEMPLOYMENT	.00	.00	.30	1.31	0	.0
23-00-4207 DISABILITY INSURANCE	.00	.00	.98	5.81	0	.0
23-00-4209 DENTAL INSURANCE	.00	.00	.51	3.06	0	.0
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5102 AUDIT	.00	.00	.00	.00	226	.0
23-00-5103 ENGINEERING	121,857.35	436,577.12	.00	.00	100,000	.0
23-00-5104 FINANCIAL SERVICES	.00	.00	.00	.00	2,460	.0
23-00-6016 ASPHALT, CURB & GUTTER	24,000.00	.00	.00	.00	500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	270,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	201,756.25	196,956.25	.00	193,206.25	386,413	50.0
TOTAL DEPARTMENT 00	347,613.60	633,533.37	179.57	194,022.55	1,260,769	15.4
TOTAL FUND EXPENDITURES	347,613.60	633,533.37	179.57	194,022.55	1,260,769	15.4
NET REVENUE OVER EXPENDITURES	107,811.08	184,349.21-	70,807.67	263,598.88	185,769-	141.9

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	253,400.12	
51-00-1150	A/R--BILLED ACCOUNTS	59,372.81	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	358,749.13	
51-00-1165	OTHER RECEIVABLES	271,500.93	
51-00-1190	PREPAID EXPENSES	8,430.88	
51-00-1300	LEASE ASSET - SCADA	190,355.95	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(166,343.26)	
51-00-1350	CONSTRUCTION IN PROGRESS	2,404,428.54	
51-00-1610	LAND	522,238.83	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	14,457,069.14	
51-00-1631	ACCUMULATED DEPRECIATION	(9,878,731.48)	
51-00-1640	MACHINERY & EQUIPMENT	501,370.16	
51-00-1641	ACCUMULATED DEPRECIATION	(19,287.00)	
	TOTAL ASSETS		8,972,994.75

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	23,122.68	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,569.19	
51-00-2015	ACCRUED PAYROLL PAYABLE	2,154.30	
51-00-2020	ACCOUNTS PAYABLE	352,388.07	
51-00-2143	LEASE LIABILITY	24,590.94	
51-00-2251	2004 CWCBC NOTE PAYABLE--LT	432,778.69	
51-00-2254	2004 CWCBC LOAN ACCR'D INT PAYA	18,345.88	
51-00-2255	2004 CWCBC NOTE PAYABLE--CURR	52,112.08	
	TOTAL LIABILITIES		908,061.83

FUND EQUITY

51-00-2600	FUND BALANCE	6,553,737.49	
51-00-2611	CONTRIBUTED CAPITAL	150,585.00	
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00	
	UNAPPROPRIATED FUND BALANCE:		
51-00-2900	RETAINED EARNINGS	1,692,302.74	
	REVENUE OVER EXPENDITURES - YTD	(914,778.31)	
	BALANCE - CURRENT DATE	777,524.43	
	TOTAL FUND EQUITY		8,064,932.92
	TOTAL LIABILITIES AND EQUITY		8,972,994.75

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>CARRY OVER</u>						
51-00-3130	SALES TAX	202,584.59	210,829.44	34,105.98	217,840.24	511,875	42.6
	TOTAL CARRY OVER	202,584.59	210,829.44	34,105.98	217,840.24	511,875	42.6
	<u>CHARGES FOR SERVICES</u>						
51-00-3411	USAGE FEES	601,248.80	858,291.91	204,376.71	614,869.04	1,318,493	46.6
51-00-3415	LATE CHARGES	8,567.26	5,506.77	3,889.30	12,126.50	13,500	89.8
51-00-3421	SERVICE CHARGE	100.00	.00	.00	.00	200	.0
51-00-3422	TAP FEES	.00	.00	.00	.00	100,000	.0
	TOTAL CHARGES FOR SERVICES	609,916.06	863,798.68	208,266.01	626,995.54	1,432,193	43.8
	<u>FINES/LEASES</u>						
51-00-3500	WATER LEASE	59,584.98	36,983.02	.00	38,428.64	50,000	76.9
	TOTAL FINES/LEASES	59,584.98	36,983.02	.00	38,428.64	50,000	76.9
	<u>MISCELLANEOUS</u>						
51-00-3601	INTEREST EARNED	20,866.92	43,445.78	516.99	9,968.65	70,000	14.2
51-00-3606	HAULED	18,278.12	21,635.93	16,939.51	81,490.18	65,000	125.4
51-00-3699	OTHER INCOME	100.00	500.00	.00	.00	1,000	.0
	TOTAL MISCELLANEOUS	39,245.04	65,581.71	17,456.50	91,458.83	136,000	67.3
	<u>GRANTS</u>						
51-00-3720	CDPHE GRANTS	.00	.00	.00	.00	10,000	.0
	TOTAL GRANTS	.00	.00	.00	.00	10,000	.0
	<u>SOURCE 38</u>						
51-00-3880	FEDERAL GRANT - ARPA	.00	.00	.00	.00	448,911	.0
51-00-3890	DOLA GRANT EIAF 9582-FED'L FDS	.00	.00	243,247.71	443,142.19	2,875,000	15.4
51-00-3891	CWCB GRANT	.00	.00	.00	289,824.10	0	.0
	TOTAL SOURCE 38	.00	.00	243,247.71	732,966.29	3,323,911	22.1
	TOTAL FUND REVENUE	911,330.67	1,177,192.85	503,076.20	1,707,689.54	5,463,979	31.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	7,207.64	25,766.00	14,650.94	61,250.44	104,339	58.7
51-00-4103 HOURLY	51,635.50	46,052.32	19,137.62	65,577.46	144,156	45.5
51-00-4104 OVERTIME	3,030.26	2,200.31	667.73	1,490.55	7,140	20.9
51-00-4105 HOLIDAY	160.00	458.00	218.40	546.00	1,020	53.5
51-00-4201 FICA	3,579.09	4,337.13	2,075.08	7,555.03	15,913	47.5
51-00-4202 MEDICARE	837.07	1,014.45	485.31	1,770.60	3,721	47.6
51-00-4203 HEALTH INS.	16,070.84	17,739.43	4,570.37	26,560.76	39,677	66.9
51-00-4204 LIFE INS.	85.76	86.64	19.95	119.56	173	69.1
51-00-4205 DEFERRED COMP	2,063.71	6,301.50	2,366.90	9,938.50	12,330	80.6
51-00-4206 UNEMPLOYMENT	124.14	149.10	69.37	258.38	294	87.9
51-00-4207 DISABILITY INSURANCE	555.90	697.84	183.11	1,061.05	1,373	77.3
51-00-4209 DENTAL INSURANCE	845.60	765.40	151.44	879.76	1,491	59.0
51-00-5000 PLANT OPERATIONS CONTRACTUAL	.00	1,893.44	8,238.00	41,872.50	75,000	55.8
51-00-5101 LEGAL	2,405.07	719.73	.00	298.71	4,000	7.5
51-00-5102 AUDIT	2,125.00	2,125.00	.00	3,981.56	2,825	140.9
51-00-5103 DESIGN/ENGINEERING	2,275.50	762.00	.00	1,976.00	5,000	39.5
51-00-5104 FINANCIAL SERVICES	2,088.13	11,559.81	.00	3,801.00	23,000	16.5
51-00-5106 IT CONSULTING	.00	.00	680.25	1,358.93	10,332	13.2
51-00-5108 OTHER PROFESSIONAL FEES	18,919.35	12,986.50	4,315.31	19,869.06	30,000	66.2
51-00-5109 PROCESS CONTROL EQUIPMENT	1,714.04	1,538.36	.00	3,461.27	2,000	173.1
51-00-5201 LAB TESTS	5,533.70	2,476.80	1,013.40	4,403.50	5,500	80.1
51-00-5202 TRASH DISPOSAL	749.17	1,263.45	201.41	918.94	3,000	30.6
51-00-5204 REPAIR/MAINT-PLANT	2,059.00	2,083.21	.00	1,639.43	5,400	30.4
51-00-5206 CH. CK. SAN DIST. MAINT FEE	.00	.00	.00	.00	3,000	.0
51-00-5207 REPAIR/MAINT.-SERVICES	3,739.42	5,385.64	.00	3,543.22	6,000	59.1
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	400.99	1,215.83	119.00	2,053.50	2,500	82.1
51-00-5209 INSTRUMENT CALIBRATION	17,189.83	16,830.00	.00	18,212.80	20,000	91.1
51-00-5212 TRAINING	224.99	2,978.98	.00	.00	3,000	.0
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	570.00	140.00	20.00	156.80	300	52.3
51-00-5300 CIRSA W/C INSURANCE	1,735.68	2,121.00	.00	3,135.82	3,500	89.6
51-00-5301 CIRSA P/C INSURANCE	7,826.65	11,397.67	.00	22,407.60	18,000	124.5
51-00-5302 DISCHARGE PERMITS/LICENSES	.00	260.18	.00	227.91	2,000	11.4
51-00-5303 TELEPHONE	430.43	837.42	72.27	1,321.24	2,000	66.1
51-00-5304 DUES & PUBLICATIONS	500.00	862.00	520.00	2,582.00	1,000	258.2
51-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	22,956.00	49,428.00	.00	8,238.00	30,000	27.5
51-00-5310 POSTAGE	748.98	1,069.44	.00	1,011.20	1,500	67.4
51-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	500	.0
51-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	100	.0
51-00-5325 PRINTING	.00	1,744.90	.00	34.73	1,000	3.5
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	4,052.61	3,652.80	623.68	2,252.66	8,000	28.2
51-00-6001 ELECTRICITY & GAS	44,582.82	45,416.66	3,588.13	39,840.89	85,000	46.9
51-00-6004 MATERIALS/SUPPLIES/PLANT	565.23	562.12	.00	.00	2,000	.0
51-00-6007 MATERIALS/SUPPLIES/EQUIP	15.88	16.00	.00	5.99	1,000	.6
51-00-6010 MATERIALS/SUPPLIES/OFFICE	.00	606.21	.00	142.28	1,000	14.2
51-00-6012 GAS/OIL-EQUIPMENT	108.55	710.74	.00	.00	1,100	.0
51-00-6022 SAFETY ITEMS	160.06	548.53	.00	150.62	800	18.8
51-00-6025 TOOLS	53.96	21.97	.00	.00	200	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	222.55	.00	.00	.00	500	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	775.52	590.32	.00	17.61	1,000	1.8
51-00-6191 FLEET FUEL	1,751.79	995.23	.00	541.59	3,000	18.1
51-00-6192 FLEET TIRES	1,999.00	.00	.00	.00	1,000	.0
51-00-6201 CHEMICALS-CHLORINE	7,822.45	10,830.28	1,838.60	6,884.80	18,000	38.3
51-00-6207 CHEMICALS/LAB	666.80	307.72	271.18	602.74	2,000	30.1
51-00-6210 CHEMICALS-MISC.	6,719.17	2,790.72	.00	5,684.16	8,000	71.1
51-00-6215 CHEMICALS - CITRIC ACID	.00	.00	.00	.00	2,000	.0
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	.00	873.80	462.65	1,820.60	3,000	60.7
51-00-6500 MISCELLANEOUS EXPENSES	79.38	.00	.00	431.00	0	.0
51-00-7010 OFFICE EQUIP/COMPUTERS	.00	2,475.00	.00	.00	2,000	.0
51-00-7011 COMPUTER SOFTWARE	.00	54.03	.00	.00	54	.0
TOTAL OPERATIONAL EXPENDITURES	249,963.21	307,699.61	66,560.10	381,888.75	734,138	52.0

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	13,165.76	19,609.20	.00	3,107.40	38,465	8.1
51-15-4103 HOURLY	28,685.84	20,598.38	5,813.04	22,476.96	41,273	54.5
51-15-4104 OVERTIME	2,559.53	1,956.24	505.72	1,869.22	4,000	46.7
51-15-4201 FICA	2,682.37	2,540.25	382.32	1,640.96	5,037	32.6
51-15-4202 MEDICARE	627.38	594.12	89.44	383.87	1,178	32.6
51-15-4203 HEALTH INS.	4,281.03	4,495.81	580.80	3,844.92	10,205	37.7
51-15-4204 LIFE INS.	42.74	50.51	5.62	37.18	96	38.7
51-15-4205 DEFERRED COMP	264.64	3,305.12	358.18	1,600.12	6,515	24.6
51-15-4206 UNEMPLOYMENT	81.09	83.15	12.63	54.91	165	33.3
51-15-4207 DISABILITY INSURANCE	283.20	398.25	38.61	250.56	788	31.8
51-15-4209 DENTAL INSURANCE	168.60	168.60	19.50	129.81	352	36.9
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	40.05	75.64	.00	.00	3,000	.0
51-15-5206 REPAIR/MAINT HYDRANTS	.00	387.69	.00	300.59	2,000	15.0
51-15-5212 TRAINING	.00	.00	.00	.00	350	.0
51-15-5309 CONTRACT EQUIPMENT	8,391.95	.00	.00	.00	0	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	420.00	420.00	.00	420.00	3,000	14.0
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	2,659.77	1,185.99	20.72	803.92	6,000	13.4
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	3,000	.0
51-15-6022 SAFETY ITEMS	164.98	64.99	.00	.00	500	.0
51-15-6025 TOOLS	.00	.00	.00	.00	500	.0
51-15-6150 FLEET REPAIR & MAINTENANCE	.00	.00	.00	.00	10,000	.0
51-15-7006 METERS/ANTENNA READ BOX	6,192.00	30,870.05	.00	.00	0	.0
TOTAL DISTRIBUTION EXPENDITURES	70,710.93	86,803.99	7,826.58	36,920.42	137,924	26.8

DEPARTMENT 72

51-72-7310 WTP UPGRADES	26,882.55	131,131.93	9,000.00	247,765.30	150,000	165.2
51-72-7320 WATER DISTRIBUTION PROJECTS	94,145.23	680,524.20	430,344.42	1,879,320.13	5,500,000	34.2
TOTAL DEPARTMENT 72	121,027.78	811,656.13	439,344.42	2,127,085.43	5,650,000	37.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	DEBT SERVICE						
51-79-5108	BANK FEES	40.00	.00	.00	.00	0	.0
51-79-8140	2004 CWCB NOTE--PRINCIPAL	47,164.00	49,576.09	.00	52,112.25	52,112	100.0
51-79-8141	2004 CWCB NOTE--INTEREST	29,409.25	26,997.16	.00	24,461.00	24,461	100.0
	TOTAL DEBT SERVICE	76,613.25	76,573.25	.00	76,573.25	76,573	100.0
	TOTAL FUND EXPENDITURES	518,315.17	1,282,732.98	513,731.10	2,622,467.85	6,598,635	39.7
	NET REVENUE OVER EXPENDITURES	393,015.50	105,540.13-	(10,654.90)	(914,778.31)	1,134,656-	(80.6)

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	147,186.02	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	331,146.94	
52-00-1165	OTHER RECEIVABLES	71,606.45	
52-00-1190	PREPAID EXPENSES	1,812.87	
52-00-1300	LEASE ASSET - SCADA	42,245.41	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE	(37,551.48)	
52-00-1350	CONSTRUCTION IN PROGRESS	13,792.25	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION	(7,982,778.66)	
52-00-1640	MACHINERY & EQUIPMENT	390,084.53	
TOTAL ASSETS			13,617,941.15

LIABILITIES AND EQUITY

LIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	23,122.68	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,569.19	
52-00-2015	ACCRUED PAYROLL PAYABLE	2,154.27	
52-00-2020	ACCOUNTS PAYABLE	434,183.75	
52-00-2143	LEASE LIABILITY	4,835.79	
52-00-2276	2019 STX IMPVT ADV--LT PORTION	443,390.40	
52-00-2530	2019 CWRPDA LOAN	2,467,293.00	
52-00-2531	2019 CWRPDA LOAN--CURR PORTION	96,525.15	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,136.52	
52-00-2550	2020 CWRPDA LOAN--LT	2,611,900.27	
52-00-2551	2020 CWRPDA LOAN--CURR PORTION	95,804.82	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,256.42	
TOTAL LIABILITIES			6,186,172.26

FUND EQUITY

52-00-2600	FUND BALANCE	6,938,100.95	
52-00-2611	PLANT INVESTMENT FEES	124,940.00	
52-00-2612	CAPITAL GRANT	464,981.00	
UNAPPROPRIATED FUND BALANCE:			
52-00-2900	RETAINED EARNINGS	810,258.30	
	REVENUE OVER EXPENDITURES - YTD	(906,511.36)	
BALANCE - CURRENT DATE		(96,253.06)	
TOTAL FUND EQUITY			7,431,768.89
TOTAL LIABILITIES AND EQUITY			13,617,941.15

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WASTEWATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>CARRY OVER</u>						
52-00-3130	SALES TAXES	202,584.58	210,829.43	34,105.98	217,840.22	511,875	42.6
	TOTAL CARRY OVER	202,584.58	210,829.43	34,105.98	217,840.22	511,875	42.6
	<u>CHARGES FOR SERVICES</u>						
52-00-3411	USER FEES	603,422.04	579,302.55	194,422.59	582,873.58	1,210,279	48.2
52-00-3415	LATE CHARGES	7,530.80	4,519.31	3,187.09	9,798.18	11,000	89.1
52-00-3421	SERVICE	.00	.00	.00	(350.21)	0	.0
52-00-3422	TAP FEES	.00	.00	.00	.00	20,000	.0
	TOTAL CHARGES FOR SERVICES	610,952.84	583,821.86	197,609.68	592,321.55	1,241,279	47.7
	<u>MISCELLANEOUS</u>						
52-00-3601	INTEREST EARNED	16,447.22	32,031.74	300.29	7,096.35	50,000	14.2
52-00-3699	OTHER INCOME	500.00	2,200.00	600.00	2,300.00	6,000	38.3
	TOTAL MISCELLANEOUS	16,947.22	34,231.74	900.29	9,396.35	56,000	16.8
	<u>SOURCE 37</u>						
52-00-3720	CDPHE GRANTS	.00	.00	.00	10,000.00	10,000	100.0
	TOTAL SOURCE 37	.00	.00	.00	10,000.00	10,000	100.0
	<u>SOURCE 38</u>						
52-00-3890	DOLA GRANT--EIAF 09787 MATTIE	.00	.00	200,000.00	200,000.00	875,000	22.9
	TOTAL SOURCE 38	.00	.00	200,000.00	200,000.00	875,000	22.9
	TOTAL FUND REVENUE	830,484.64	828,883.03	432,615.95	1,029,558.12	2,694,154	38.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WASTEWATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	7,207.60	25,766.00	14,650.94	61,250.44	106,245	57.7
52-00-4103 HOURLY	51,635.33	46,052.15	19,137.59	65,577.35	146,752	44.7
52-00-4104 OVERTIME	3,030.20	2,200.18	667.71	1,490.46	6,630	22.5
52-00-4105 HOLIDAY	160.00	458.00	218.40	546.00	842	64.9
52-00-4201 FICA	3,578.93	4,336.87	2,074.97	7,554.57	16,149	46.8
52-00-4202 MEDICARE	836.87	1,014.09	485.25	1,770.28	3,777	46.9
52-00-4203 HEALTH INSURANCE	16,070.76	17,739.38	4,570.35	26,560.67	39,677	66.9
52-00-4204 LIFE INS.	85.74	86.61	19.95	119.56	173	69.1
52-00-4205 DEFERRED COMP	2,063.60	6,301.40	2,366.84	9,938.41	12,330	80.6
52-00-4206 UNEMPLOYMENT	124.03	148.74	69.30	258.07	294	87.8
52-00-4207 DISABILITY INSURANCE	555.81	697.70	183.07	1,060.83	1,373	77.3
52-00-4209 DENTAL INSURANCE	845.60	765.40	151.44	893.16	1,491	59.9
52-00-5000 PLANT OPERATIONS CONTRACTUAL	2,666.26	5,338.86	77.00	7,789.00	42,000	18.6
52-00-5101 LEGAL	.00	.00	.00	.00	1,000	.0
52-00-5102 AUDIT	2,125.00	2,125.00	.00	3,981.56	2,550	156.1
52-00-5103 DESIGN/ENGINEERING	.00	306.00	.00	.00	2,000	.0
52-00-5104 FINANCIAL SERVICES	14,491.85	7,132.80	.00	4,639.50	13,000	35.7
52-00-5106 IT CONSULTING	.00	.00	680.25	1,358.93	10,332	13.2
52-00-5108 OTHER PROFESSIONAL FEES	8,725.10	13,357.47	220.53	8,876.48	33,000	26.9
52-00-5109 PROCESS CONTROL EQUIPMENT	3,287.82	1,061.93	.00	735.63	2,000	36.8
52-00-5201 LAB TESTS	9,327.32	3,603.62	525.61	4,514.45	10,000	45.1
52-00-5202 DISPOSAL-TRASH	2,718.00	2,718.00	453.00	3,234.12	6,000	53.9
52-00-5204 REPAIR/MAINT.-PLANT	5,442.13	1,395.32	29.98	418.08	15,000	2.8
52-00-5206 CH. CREEK SAN DIST MAINT FEE	1,008.00	2,671.00	197.00	1,485.00	0	.0
52-00-5207 REPAIR/MAINT-SERVICES	7,692.36	3,340.22	.00	5,293.50	5,500	96.3
52-00-5208 REPAIR MAINT - INSTRUMENTS	106.68	3,502.18	119.00	7,074.91	5,500	128.6
52-00-5209 INSTRUMENT CALIBRATION	22,554.80	21,849.25	.00	25,004.80	33,000	75.8
52-00-5212 TRAINING	1,144.48	2,345.00	.00	379.99	4,000	9.5
52-00-5215 EMPLOYEE INCENTIVE	570.00	110.00	.00	.00	500	.0
52-00-5250 SLUDGE REMOVAL	15,152.27	20,280.00	3,553.50	13,238.00	45,000	29.4
52-00-5300 CIRSA W/C INSURANCE	1,735.68	2,120.99	.00	3,135.82	5,000	62.7
52-00-5301 CIRSA P/C INSURANCE	7,826.65	11,397.66	.00	22,407.60	22,000	101.9
52-00-5302 DISCHARGE PERMITS/LICENSES	50.00	5,370.80	.00	.00	15,000	.0
52-00-5303 TELEPHONE	430.43	648.12	72.28	1,321.91	1,200	110.2
52-00-5305 TRAVEL & MEALS	.00	.00	.00	71.89	150	47.9
52-00-5309 CONTRACT OFFICE EQUIPMENT	9,720.00	9,720.00	1,620.00	3,240.00	20,000	16.2
52-00-5310 POSTAGE & SHIPPING	379.26	1,069.43	.00	1,011.20	2,000	50.6
52-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	300	.0
52-00-5314 INSURANCE CLAIMS	.00	.00	.00	8,083.97	2,000	404.2
52-00-5316 RECORDING DOCUMENTS	.00	260.16	.00	.00	300	.0
52-00-5325 PRINTING	.00	785.68	.00	34.73	1,200	2.9
52-00-5335 CELL/INTERNET SERVICE	16,877.01	15,868.35	2,621.48	15,500.13	35,000	44.3
52-00-5390 UCCWA	2,062.00	2,062.00	.00	.00	2,062	.0
52-00-6001 UTILITIES	102,740.15	106,970.21	6,969.09	62,510.85	200,000	31.3
52-00-6004 MATERIALS/SUPPLIES/PLANT	1,535.59	2,667.38	.00	392.34	4,200	9.3
52-00-6007 MATERIALS/SUPPLIES/EQUIP	216.56	.00	.00	.00	3,000	.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	733.23	240.08	.00	464.35	1,000	46.4
52-00-6012 GAS/OIL-EQUIPMENT	130.56	1,595.40	.00	.00	2,500	.0
52-00-6022 SAFETY ITEMS	.00	548.53	.00	150.62	900	16.7
52-00-6025 TOOLS	.00	100.12	.00	115.94	500	23.2
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	309.65	.00	.00	.00	500	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WASTEWATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6150 FLEET MAINT	732.05	386.24	.00	91.71	1,000	9.2
52-00-6191 FLEET FUEL	1,751.80	995.25	.00	541.60	2,000	27.1
52-00-6192 FLEET TIRES	645.43	.00	.00	.00	1,500	.0
52-00-6193 FLEET SUPPLIES	47.35	5.99	.00	.00	250	.0
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	350	.0
52-00-6206 CHEMICALS-POLYMER	.00	.00	4,947.66	9,617.71	22,000	43.7
52-00-6207 CHEMICALS/LAB	8,930.50	1,764.97	434.70	1,406.70	5,000	28.1
52-00-6210 CHEMICALS-MISC.	4,414.62	10,682.43	.00	.00	20,000	.0
52-00-6500 MISCELLANEOUS EXPENSES	.00	.00	.00	475.00	0	.0
52-00-7010 OFFICE EQUIP/COMPUTER	.00	2,475.00	.00	.00	1,000	.0
52-00-7011 COMPUTER SOFTWARE	.00	47.98	.00	.00	50	.0
TOTAL OPERATIONAL EXPENDITURES	344,475.06	374,485.94	67,116.89	395,617.82	938,477	42.2

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	13,165.76	19,609.20	.00	3,107.40	38,465	8.1
52-16-4103 HOURLY	28,685.79	20,598.35	5,813.01	22,476.19	41,273	54.5
52-16-4104 OVERTIME	2,559.46	1,956.20	505.69	1,869.16	4,000	46.7
52-16-4201 FICA	2,682.14	2,540.01	382.32	1,640.98	5,036	32.6
52-16-4202 MEDICARE	627.24	594.10	89.37	383.65	1,178	32.6
52-16-4203 HEALTH INSURANCE	4,280.98	4,495.79	580.80	3,843.63	10,205	37.7
52-16-4204 LIFE INS.	42.66	50.29	5.58	37.02	96	38.6
52-16-4205 DEFERRED COMP	264.64	3,305.00	358.19	1,600.06	6,515	24.6
52-16-4206 UNEMPLOYMENT	80.85	82.90	12.64	54.86	165	33.3
52-16-4207 DISABILITY INSURANCE	283.16	398.12	38.59	250.40	788	31.8
52-16-4209 DENTAL INSURANCE	168.60	168.60	19.50	129.78	352	36.9
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	500	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	1,324.00	2,317.92	.00	1,745.58	5,000	34.9
52-16-6022 SAFETY ITEMS	119.99	.00	.00	.00	750	.0
52-16-6025 TOOLS	.00	.00	.00	.00	1,000	.0
52-16-6191 FLEET FUEL	50.98	.00	.00	.00	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	54,336.25	56,116.48	7,805.69	37,138.71	118,823	31.3

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	1,443.44	.00	.00	13,794.04	200,000	6.9
52-72-7320 WW COLLECTION PROJECTS	5,671.52	20.18	418,009.40	1,380,295.17	2,500,000	55.2
TOTAL DEPARTMENT 72	7,114.96	20.18	418,009.40	1,394,089.21	2,700,000	51.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WASTEWATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
52-79-8101	2020 CWRPDA--PRINCIPAL	47,367.16	47,604.29	.00	47,842.61	95,805	49.9
52-79-8102	2020 CWRPDA--INTEREST	7,244.71	7,007.58	.00	6,769.26	13,419	50.5
52-79-8109	2019 CWRPDA--PRINCIPAL	47,723.30	47,962.21	.00	48,202.32	96,525	49.9
52-79-8110	2019 CWRPDA--INTEREST	6,888.57	6,649.66	.00	6,409.55	12,699	50.5
	TOTAL DEBT SERVICE	109,223.74	109,223.74	.00	109,223.74	218,448	50.0
	TOTAL FUND EXPENDITURES	515,150.01	539,846.34	492,931.98	1,936,069.48	3,975,748	48.7
	NET REVENUE OVER EXPENDITURES	315,334.63	289,036.69	(60,316.03)	(906,511.36)	1,281,594-	(70.7)

CITY OF IDAHO SPRINGS
BALANCE SHEET
JUNE 30, 2025

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	822,358.18	
59-00-1165	OTHER RECEIVABLES	34,938.31	
59-00-1350	CONSTRUCTION IN PROGRESS	327,486.40	
59-00-1610	LAND	914,000.00	
	TOTAL ASSETS		2,098,782.89

LIABILITIES AND EQUITY

LIABILITIES

59-00-2010	ACCR'D COMP ABS--LT	2,374.44	
59-00-2011	ACCR'D COMP ABS--CURRENT	263.83	
59-00-2020	ACCOUNTS PAYABLE	66,345.63	
59-00-2140	ACCRUED INTEREST	25,706.25	
59-00-2560	LEASE PURCH PAY--1856 COLO-LT	416,666.67	
59-00-2561	LEASE PURCH PAY-1856 COLO-CURR	239,583.33	
59-00-2565	LEASE PURCH PAY-HARMON PROP-LT	18,571.43	
59-00-2566	LEASE PURCH PAY--HARMON--CURR	10,678.57	
	TOTAL LIABILITIES		780,190.15

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
59-00-2900	RETAINED EARNINGS	1,570,998.41	
	REVENUE OVER EXPENDITURES - YTD	(252,405.67)	
	BALANCE - CURRENT DATE	1,318,592.74	
	TOTAL FUND EQUITY		1,318,592.74
	TOTAL LIABILITIES AND EQUITY		2,098,782.89

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

PARKING ENTERPRISE FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
59-00-3135	BOND PROCEEDS	.00	.00	.00	.00	580,000	.0
	TOTAL SOURCE 31	.00	.00	.00	.00	580,000	.0
	CHARGES FOR SERVICES						
59-00-3491	PARKING FEES	169,081.74	228,057.08	31,273.70	197,221.38	25,000	788.9
	TOTAL CHARGES FOR SERVICES	169,081.74	228,057.08	31,273.70	197,221.38	25,000	788.9
	MISCELLANEOUS						
59-00-3601	INTEREST EARNED	4,148.44	12,155.90	1,608.68	14,971.07	0	.0
	TOTAL MISCELLANEOUS	4,148.44	12,155.90	1,608.68	14,971.07	0	.0
	SOURCE 37						
59-00-3790	CDOT CONTRIBUTION	.00	.00	.00	.00	3,235,200	.0
59-00-3791	FEDERAL HIGHWAY ADMIN GRANT	.00	.00	33,702.00	70,665.50	0	.0
	TOTAL SOURCE 37	.00	.00	33,702.00	70,665.50	3,235,200	2.2
	SOURCE 38						
59-00-3891	P.I.L.O. CONSTRUCTION	.00	833.35	166.67	1,000.02	833	120.1
	TOTAL SOURCE 38	.00	833.35	166.67	1,000.02	833	120.1
	TOTAL FUND REVENUE	173,230.18	241,046.33	66,751.05	283,857.97	3,841,033	7.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

PARKING ENTERPRISE FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	.00	6,448.44	27,466.51	48,552	56.6
59-70-4103 ADMINISTRATIVE HOURLY	.00	.00	2,051.52	8,541.96	20,578	41.5
59-70-4104 OVERTIME	.00	.00	.00	56.83	0	.0
59-70-4201 FICA	.00	.00	511.27	2,178.65	0	.0
59-70-4202 MEDICARE	.00	.00	119.53	510.62	0	.0
59-70-4203 HEALTH INS.	.00	.00	962.95	5,610.49	0	.0
59-70-4204 LIFE INS.	.00	.00	4.34	27.16	0	.0
59-70-4205 RETIREMENT	.00	.00	433.52	1,703.84	0	.0
59-70-4206 UNEMPLOYMENT INS.	.00	.00	17.00	73.48	0	.0
59-70-4207 DISABILITY INSURANCE	.00	.00	48.40	285.69	0	.0
59-70-4209 DENTAL INSURANCE	.00	.00	33.61	196.28	0	.0
59-70-5102 AUDIT	.00	.00	.00	.00	204	.0
59-70-5104 FINANCIAL SERVICES	.00	.00	.00	.00	1,260	.0
59-70-5108 DESIGN/ENGINEERING	174,466.43	12,600.00	.00	223,123.12	3,129,000	7.1
59-70-7901 CAPITAL PROJECTS	17,835.00	228,500.00	.00	266,489.01	200,000	133.2
TOTAL CAPITAL EXPENSES	192,301.43	241,100.00	10,630.58	536,263.64	3,399,594	15.8
TOTAL FUND EXPENDITURES	192,301.43	241,100.00	10,630.58	536,263.64	3,399,594	15.8
NET REVENUE OVER EXPENDITURES	19,071.25-	53.67-	56,120.47	(252,405.67)	441,439	(57.2)

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 22, Series 2025

A RESOLUTION DESIGNATING A TEMPORARY HANDICAP PARKING SPACE AT 417 15th AVENUE, NORTH WEST PARKING SPACE ON 15th AVENUE NEAREST TO PERMIT ADDRESS.

WHEREAS, the City Council is authorized pursuant to Section 5(D) of the Idaho Springs Parking Plan to designate a temporary handicap parking space to accommodate persons with disabilities who do not have off-street parking available on their property, or whose off-street parking does not permit reasonable access for them; and

WHEREAS, the City has received a request from Karen Tierney to designate a temporary handicap parking space near the residence at 417 15th Avenue because the off-street parking at such address does not always permit her reasonable access to her home; and

WHEREAS, the City Council desires to designate a temporary handicap parking space as requested by Karen Tierney.

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

Section 1. A parking space at 417 15th Avenue is hereby designated as a temporary handicap parking space. Public Works is directed to give notice of this handicap parking designation by posting the space with an approved sign upon a sign post located in front of the residence.

Section 2. The temporary handicap parking space designated herein is approved at the request of Karen Tierney and is intended for her use.

Section 3. Pursuant to Section 5(D)(b) of the Idaho Springs Parking Plan, this designation shall be for one (1) year from the date of this Resolution. The City Council may renew this designation by motion at or near the end of any one (1) year term for an additional one (1) year term.

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

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 July 2025.

Charles Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 23, Series 2025

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH
CLEAR CREEK COUNTY FOR COORDINATION OF THE 2025 ELECTION**

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

WHEREAS, the City is required to conduct regular municipal elections during November of odd-numbered years, the next such election to be conducted this November; and

WHEREAS, by Resolution No. 21, Series 2025, on July 14, 2025, the Idaho Springs City Council (“Council”) declared its intent to conduct the 2025 regular City election as a coordinated election; and

WHEREAS, accordingly, the County Clerk and Recorder has sent to the City Clerk’s Office a proposed Intergovernmental Agreement for the 2025 coordinated election, outlining the respective roles and responsibilities of the two jurisdictions for the coordinated election process; and

WHEREAS, the Council wishes to approve said intergovernmental agreement to allow the coordination of said election.

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

The City Council hereby approves the Intergovernmental Agreement between the City and Clear Creek County for the 2025 Coordinated Election, to be held on November 4, 2025, and authorize the Mayor and City Clerk to execute the same and to take all other actions necessary to effectuate its terms.

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 July, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR 2025 COORDINATED ELECTION

This Intergovernmental Agreement for 2025 Coordinated Election (“Agreement”) is by and among the Board of County Commissioners for Clear Creek County, Colorado (“County”), for the benefit of the Clear Creek County Clerk and Recorder (“C&R”), and the City of Idaho Springs (Political Subdivision).

1. Purpose. The County, C&R and the Political Subdivision agree to schedule a coordinated election on November 4, 2025. Such coordinated election may involve more than one political subdivision with overlapping boundaries, and the C&R shall serve as the coordinated election official for all political subdivisions involved in this election. This election shall be held under the provisions of Title One, Colorado Revised Statutes.

2. Legal Notices.

(a) The publication of legal notices concerning the Political Subdivision’s election which are to be published before certification of the ballot content to the C&R shall be the responsibility of the Political Subdivision. A copy of the published legal notice shall be submitted for the C&R’s records.

(b) Publication of legal notices concerning the coordinated election, if any, which are required to be published after certification of the ballot content to the C&R shall be the responsibility of the C&R.

3. Receiving and Processing of Petitions. The petition process for the Political Subdivision shall be entirely the responsibility of the Political Subdivision, and shall be done in compliance with applicable Colorado Statutes and municipal ordinances.

4. Receipt of Petition Representative’s Summary of Comments. Receipt of such summary shall be solely the responsibility of the Political Subdivision as covered by C.R.S. § 1-7-903.

5. Ballot Content. In accordance with Colorado law, the ballot content must be certified to the County by the Political Subdivision, in its exact and final form, **no later than 5:00 PM, September 5, 2025**. Such information must be delivered in digital format in both .pdf and Word format, via e-mail or flash drive, to the C&R at 405 Argentine Street, Georgetown, Colorado.

6. Receiving of Written Comments. The process of receiving written comments concerning ballot issues as required by Section 20, Article X, of the Colorado Constitution, shall solely be the responsibility of the Political Subdivision. The political subdivision shall accept written comments until **12:00 PM, September 19, 2025**, per C.R.S. § 1-7-901(4). Written comments for and/or against, shall be summarized into 500 words or less for TABOR notices.

7. Preparation and Mailing of TABOR Notices for Ballot Issue Elections. If the County is required to coordinate the text for the ballot issue mailing for all participating Clear Creek County political subdivisions into one notice, the Political Subdivision shall provide to the County their information in digital format via e-mail or flash drive **by close of business September 22, 2025**. If required, said ballot issue mailing shall be prepared and mailed by the County in accordance with Section 20, Article X, of the Colorado Constitution. Special Districts shall be responsible for mailing the TABOR notice to non-resident property owners, if applicable.

8. Preparation for General Election. The C&R shall be responsible for preparing and printing the ballots for the coordinated election as well as printing of all other election materials necessary to hold a coordinated election.

9. Conduct of the General Election. The C&R shall be responsible for the conduct of the coordinated election as required by the provisions of Title One, Colorado Revised Statutes.

10. Mail Ballot/In-Person Voting. A ballot will be mailed to all active registered voters between October 10 and October 17, 2025. The Voter Service and Polling Center (“VSPC”) will open at the C&R’s office at the County Courthouse beginning

October 27 from 9:00 AM to 5:00 PM, and will remain open Monday through Friday through Election Day, November 4, 2025. Saturday hours will be 9:00 AM to 1:00 PM on November 1, 2025. The VSPC will be open from 7:00 AM to 7:00 PM on Election Day, November 4, 2025. The VSPC will accommodate those voters who need to get replacement mail ballots, change address or register to vote, or who need to use the accessible voting machines that will be available at this location.

11. Tabulation of Ballots. All processes relating to the tabulation of ballots shall be the responsibility of the C&R. An unofficial abstract of votes shall be provided to the Political Subdivision, upon completion of the counting of all ballots.

12. Canvass of Votes. The canvass of votes will be the responsibility of the C&R. Such canvass will be completed no later than November 26, 2025, and the official results of the canvass will be provided to all political subdivisions participating in the November 4, 2025, General Election no later than November 26, 2025.

13. Allocation of Cost of the Election. The County and C&R shall determine the cost allocation for each political subdivision participating in the coordinated election. The basic formula that will be used for calculating the proportional share of actual costs is: The number of registered voters in the Political Subdivision times the number of offices and questions specific to it, divided by the total registered voters in all participating political subdivisions times the total number of offices and questions for all participating political subdivisions, which will equal the percentage of the total costs for which each participating political subdivision is responsible. Total costs for the election will include ballots, TABOR Notices, postage, fuel for ballot pickup, personnel used specifically for this election and required publications. Each participating political subdivision will be charged for only those services that apply to it. Anything that is specific to the Political Subdivision, such as TABOR notices for non-resident property owners, will be the Political Subdivision's responsibility. The Political Subdivision shall reimburse the County for such election costs allocated to the Political Subdivision. Such reimbursement shall be made to the County 30 days from receipt of billing from the County.

14. Indemnification. To the extent permitted by law, if permitted at all, the Political Subdivision agrees to indemnify, defend, and hold harmless the County and C&R from any and all loss, costs, demands, or actions, arising out of or related to any actions, errors, or commissions for the Political Subdivision in completing its responsibilities relating to the November 4, 2025, General Election. Nothing in this agreement shall be construed to be a waiver by the County, C&R or the Political Subdivision of the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq, nor create any benefits for a person not a party to this Agreement.

This Agreement is executed by the parties as of the dates written below.

BOARD OF COUNTY COMMISSIONERS
FOR CLEAR CREEK COUNTY, COLORADO

CITY OF IDAHO SPRINGS

George Marlin,
Chair

Chuck Harmon, Mayor

Date _____

ATTEST:

Diane Breece, City Clerk

Date _____

Brenda L. Corbett,
Clear Creek County Clerk & Recorder

Date _____

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 24, Series 2025

A RESOLUTION AMENDING THE 2024 CITY COMPENSATION PLAN TO ADOPT A SALARY RANGE AND JOB DESCRIPTION FOR PUBLIC WORKS DIRECTOR

WHEREAS, by Ordinance No. 6, Series 2009, the City Council adopted a Compensation Plan for certain officers and employees of the City, as authorized by § 31-4-109, C.R.S.; and

WHEREAS, the Compensation Plan so adopted provides a salary schedule and job descriptions for all City positions; and

WHEREAS, the City Administrator discussed with City Council at work session on July 14, 2025 the recommendation that the positions of Public Works Superintendent and Water Facilities Superintendent be consolidated into the new position of Public Works Director; and

WHEREAS, the position of Public Works Superintendent is currently vacant, and the new position of Public Works Director is anticipated to be filled through an internal recruitment process; and

WHEREAS, the City Council therefore wishes to amend the Compensation Plan as reflected herein.

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 adopted and incorporated by reference.

Section 2. As of August 1, 2025, the 2024 City of Idaho Springs Compensation Plan is amended to add the following salary range and adopt the attached job description for the new position of Public Works Director:

Position	Minimum	Maximum
Public Works Director (Exempt)	\$121,616	\$176,976

Section 3. 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 28th day of July, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

City of Idaho Springs Job Description

POSITION TITLE:	Public Works Director
DEPARTMENT:	Public Works

POSITION SUMMARY

Plans, organizes, administers and supervises the Public Works Department. Managerial and supervisory position serving as part of the executive leadership team and responsible for all the City of Idaho Springs infrastructure, utilities, water resources, and capital projects. Specific responsibilities include road and street maintenance, street signs, storm drainage collection and maintenance, parks, cemetery, buildings and grounds, water storage, treatment and distribution, and wastewater collection and treatment. This is a full-time exempt salary position that reports to the City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Exercise proper care and custody of all property, public and private, entrusted to the position, prepare and maintain inventories of the same, and account for the same as required by City Council.
2. Administer and enforce all regulations of the City governing excavations in, access to and uses of City streets and other property.
3. Prepare and timely submit to the City Administrator a written preliminary budget request for the Public Works Department, and administer the adopted annual budget.
4. Attend all scheduled Council meetings and work sessions as needed, participate in discussions and make recommendations to the City Administrator and City Council. Provide Public Works Department update for all Council meetings.
5. Administer and enforce the conveyance and acceptance of the public improvement provisions of this Code.
6. Maintain, repair and service all equipment and other City property in the custody of the position or subject to its control.
7. Maintain City buildings and park and open space properties.
8. Maintain the Idaho Springs Cemetery, open and close graves, enforce and administer cemetery rules and regulations pertaining to the erection and maintenance of monuments, all as directed by the City Clerk, and coordinate with the City Clerk in the preparation and maintenance of accurate burial records
9. Develop, maintain and implement master utility plans for the water, sanitary sewer and storm water utilities.
10. Plan, design, administer, coordinate and maintain the public works of the City, including storm water utilities.
11. Prepare and maintain official maps of the City in coordination with the Community Development Planner and acquire the necessary easements, rights-of-way and real property for City public works, park, open space and utility facilities.
12. Plan, design and operate the city street lighting and other electrically operated traffic control devices.

City of Idaho Springs Job Description

13. Regulate and maintain public streets, alleys and municipal parking areas within the city, clean improved public streets and remove snow from streets designated for plowing.
14. Maintain and preserve all records of engineering and improvements work performed by or for the City.
15. Develop, maintain and implement master utility plans for the storm water utilities.
16. Hire, discipline and terminate all employees of the Public Works Department; in accordance with the policies of the City
17. Maintain a safety training program and perform inspections as required by insurance carrier.
18. Prepare and maintains essential records and reports as required by governing agencies.
19. Perform such other duties as may be prescribed by the City Administrator and City Council.
20. This position description is not intended to be an exclusive list of all of the requirements, duties, tasks, roles or responsibilities associated with the position. Nothing in this position description restricts the City's ability to assign, reassign, or eliminate duties and responsibilities at any time. The City is an at-will employer, and City employees may be separated from employment at any time at the discretion of management.

EXPERIENCE AND TRAINING

Formal education: High School Diploma or GED. Civil Engineering or related degree preferred. A combination of education and experience commensurate with the above stated skills and specific duties attendant to this position will be considered.

Certificates and licenses: Colorado Class II Distribution and Collection Certifications desirable or ability to obtain. Possess and maintain valid Colorado Driver License. Possess and maintain a Colorado Class "B" CDL.

Special training or experience: Five or more years supervisory experience in related field.

Skill/Ability to: Read, understand and interpret State, Federal and County laws pertaining to planning and environmental issues; ability to write clear, concise and accurate reports; and prepare and present technical information at public meetings. Must be able to develop and maintain cooperative working relationships with staff, the general public and other department and agency staff. Possess a wide variety of management skills to include budgeting, planning, organization and supervision of individuals and work groups. Ability to comprehend complex and often detailed plans, reports and multi-faceted projects. Knowledgeable in the areas of public works, streets and roads and water and wastewater. Thorough knowledge of construction standards and specifications. Familiarity with American Water Works Association standards for repair and replacement of water and wastewater lines. Knowledge of materials and equipment necessary for public works projects. Communicate both verbally and in writing. Ability to analyze and solve problems.

Physical Demands: While performing the duties of this position, the employee is frequently required to walk, stand, kneel, stoop, bend, lift, pull and push unassisted. Must be able to lift 70 lbs. unassisted. Use of hands to operate tools such as valve wrench, cutters, drills, screwdrivers, pliers and wrenches. Specific vision abilities include close, vision, distance, color, peripheral, depth perception and the ability to adjust and focus, Must possess adequate hand, eye and foot coordination to operate specified equipment in a safe manner under a variety of conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

City of Idaho Springs

Job Description

Environment: Exposure to outside inclement weather conditions characterized by cold, snow, wind and rain. Occasionally exposed to moving mechanical parts. May be exposed to fumes, airborne particles, gases and toxic or caustic chemicals. The noise level is moderate to high for specific situations.

REPORTING RELATIONSHIPS:

This position reports to the City Administrator and supervises the employees of the Public Works Department.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 25, Series 2025

**A RESOLUTION ADOPTING THE EXECUTIVE REPORT FOR THE CITY COUNCIL
STRATEGIC PLANNING RETREAT**

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

WHEREAS, the City Council held its annual retreat at Tommyknocker Brewery & Pub on May 16, 2025; and

WHEREAS, Regional Manager Todd Leopold of the Colorado Department of Local Affairs facilitated the retreat and prepared an Executive Report that includes a five-year vision statement, external and internal impacts, and prioritized strategic initiatives; and

WHEREAS, the City Council reviewed the Executive Report at its work session on July 14, 2025; and

WHEREAS, the City Council desires to formally adopt and approve by Resolution said Executive Report.

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

The City Council hereby approves the Executive Report for the City Council’s Strategic Planning Retreat on May 16, 2025 attached to this Resolution and incorporated herein by reference.

RESOLVED, APPROVED, and ADOPTED this 28th day of July, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk



Strategic Planning Retreat Executive Report

CITY OF IDAHO SPRINGS, COLORADO

“Elevating Idaho Springs: A Vision above the Clouds”

Facilitator: Todd Leopold, DOLA | May 16, 2025



COLORADO
Department of Local Affairs
Division of Local Government

SUMMARY

The **Idaho Springs City Council** engaged in a **Strategic Planning Council Retreat** on Friday, May 16, 2025 that allowed them an opportunity to reflect on past achievements, look to the City's future direction, and develop a shared Council vision statement based upon identified Focus Areas of the City Council. The Council was building off of the prior year's Council retreat where they identified their specific goals. This work included the prioritization of *Strategic Initiatives* that aligned with the Council's Vision for the City over the next five years. Through collaborative discussions, prioritization exercises, and Council commitment statements, the outcome resulted in pro-active action steps to move the City towards a cohesive and thriving community. The retreat's outcomes are to serve as a complimentary planning effort that coincides with other planning documents of the City.

INTRODUCTION

In March 2025, the City Administrator requested the State of Colorado, Department of Local Affairs facilitate the second annual City Council Strategic Planning retreat that will serve as one of the City Council's guiding documents. This effort identified strategic initiatives to meet current and future community needs which would align with the City's operating and capital budget, and subsequently drive daily operations and future capital project investments. In 2024, the Council identified key goals and specified strategic initiatives using a five-year implementation time horizon. This retreat focused on reaffirming the prior initiatives that are in progress and the identification of new areas of focus based on ever changing community needs. The Council incorporated both short and longer term initiatives that should be reflected in the City's ongoing budget discussions.

This Plan was developed by the City Council using a strategic planning framework, in collaboration with the City's executive leadership and key department heads. The expectation is that the document will continually be reviewed as part of City Council decision making processes, with a longer term focus on refining existing strategic initiatives, identifying new ones and evaluating prior year results. Follow-up retreats should provide a forum for in-depth discussion which will either confirm the current approach or modify existing plans based on current social, economic and financial conditions of the City and impacts associated with the surrounding region and community needs.

VISION STATEMENT

This document includes a City Council five-year Vision Statement that was developed based upon seven priority focus areas identified by the Council in no particular order:

- Climate and Sustainability Focused
- Diversity of Economy
- Varied Housing Options
- Strengthen Public Safety
- Enhanced Quality of Life
- Community Amenities
- Strong Organizational Foundation

VISION STATEMENT

We envision a holistic approach to building a sustainable quality of life that is focused on economic and housing diversity, public safety, and an array of historic and natural amenities.

We have a strong commitment to preserving our past while safeguarding our future.

WE VALUE:

- ***Diversity of our outdoor recreational amenities for all residents and visitors.***
- ***Strengthening Boards and Committees focused on Historic Preservation***
- ***Partnering with our non-profit community***

EXTERNAL AND INTERNAL IMPACTS

The City Council utilized a *Civic Compass* exercise to identify their strengths and challenges as they pivot towards a proactive, future-focused direction for the City. The following table provides a list of what the Council identified as the community and organization's strengths, weaknesses, opportunities, and external threats that may impact the community in the future.

Table 1.0 – ENVIRONMENTAL SCAN

STRENGTHS		OPPORTUNITIES	
Proximity to Denver Metro		Diversified tourism opportunities	
Well established business community		Strengthen downtown environment	
		Expanded outdoor recreational amenities	
Strong tourism environment		Expand housing options for residents	
Historic city community		Expand trail networks	
Strong financial well-being		Add senior living options	
Strong water resources		Increased way-finding signage	
Close to many outdoor amenities		Transit options	
		Revamp public relations	
WEAKNESSES		THREATS	
Infrastructure		Future of retail grocery store	
County funding losses		Funding challenges	
		State and Federal Government financial challenges	
I-70 construction		I-70 interstate accessibility to mountains/Denver	
Dwindling school enrollment		County Financial constraints	
Challenging the status quo			
Ability to provide public with investments made in City infrastructure		Fire and Insurance Impacts	
Limited developable areas			
Collaboration and siloed partnerships			

STRATEGIC INITIATIVES

The City Council utilized the Vision Statement in the identification of their Strategic Initiatives based on a five-year implementation timeframe. *Strategic Initiatives* were defined as those key projects or programs that the Council would like to invest resources to advance the Council's Vision Statement. Following a brainstorming

exercise they prioritized the strategic initiatives by level of importance and anticipated completion or implementation depending on the initiative identified.

The Council prioritized 23 key Strategic Initiatives over the next four years (see table 2.0). The table includes the Council's anticipated timeframe for completion. The numeric score listed after the initiative was the prioritized ranking for each of the items – higher the number the more significant the priority. The City Manager and staff will refine these Initiatives into specific action plans and final work products to be presented to the Council to confirm intended outcomes and expectations.

Table 2.0 – PRIORITIZED STRATEGIC INITIATIVES

STRATEGIC INITIATIVES - FY2025 thru FY2027			
2025 - 2026		2026 - 2027	
ST No.	Next 12 Months	ST No.	12 -24 Months
25.01	Improve wayfinding for improved walkability, including Pedestrian Bridge financing strategy (9)	25.09	Assess the financial and construction of a secondary water line / loop system (8)
25.02	Assess funding structures for fire structure (7)	25.10	Identify additional funding sources for City Operations/Capital (7)
25.03	Repair Water/Sewer Collection System deficiencies (5)	25.11	Develop a Comprehensive Economic Development Strategy (4)
25.04	Provide a strategy to assist residents with beetle kill trees (3)	25.12	Evaluate a Dump Station for Residential and Visitor Usage (3)
25.05	Create a Public Art Program (5)	25.13	Complete Powder House Park (1)
25.06	Improve Parking options in City (2)		
25.07	Create a multi-faceted Communication and Public Outreach Plan (1)		
25.08	Evaluate Employee Compensation Competitiveness of other comparable jurisdictions for Council Consideration (1)		
STRATEGIC INITIATIVES - FY2027 thru FY2029			
2027 - 2028		2028-2029	
ST No.	24 - 36 Months	ST No.	36 - 48 Months
25.14	Complete Parking Structure / Transit Center (19)	25.18	Side Street Paving/Curb Improvement Plan (5)
25.15	Evaluate Home Rule Government Structure for City (25)		
25.16	Develop East End (4)		
25.17	Increase Emergency Reserve Fund and Policy (5)		
STRATEGIC INITIATIVES - Ongoing			
Ongoing			
25.19	Continue identifying affordable housing options, including Senior Living (16)		
25.20	Develop a comprehensive wildfire mitigation strategy (12)		
25.21	Enhance the prioritization process for infrastructure projects (5)		
25.22	Work on completing next phases of Waterline improvements (4)		
25.23	Continue identifying programs and events to improve civic pride (2)		

COMMITMENTS BY COUNCIL

Following the Strategic Initiatives exercise the City Council discussed their individual commitments to each other and staff in order to ensure successful implementation and completion of the key Strategic Initiatives discussed earlier in the day.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 16, Series 2025

**AN ORDINANCE ADOPTING A NEW SECTION 15-59 OF THE IDAHO SPRINGS
MUNICIPAL CODE CONCERNING MOTOR VEHICLE REGISTRATION**

WHEREAS, pursuant to C.R.S. § 31-15-702, the City of Idaho Springs, Colorado (“City”), acting by and through its City Council, possesses the authority to regulate the use of streets within its jurisdiction, including the operation of vehicles thereupon; and

WHEREAS, previously, Colorado municipalities were prohibited from enforcing motor vehicle registration requirements; and

WHEREAS, during the 2025 legislative session, the Colorado Legislature adopted HB 25-1112, subsequently signed by Governor Polis, which authorizes Colorado municipalities to enforce vehicle registration requirements as of August 6, 2025; and

WHEREAS, the Idaho Springs City Council finds that motor vehicle registration is an important element of traffic regulation and that authorizing Idaho Springs Police Department officers to enforce the same increases the likelihood of compliance in and around Idaho Springs; and

WHEREAS, as authorized by HB 25-1112, the City Council wishes to authorize local law enforcement to enforce motor vehicle registration requirements and make conforming amendments to the Idaho Springs Municipal Code.

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. Article IV of Chapter 15 of the Idaho Springs Municipal Code is hereby amended by the addition of a new section 15-59 to read in its entirety as follows:

Sec. 15-59. Vehicle registration.

(a) It is unlawful for the owner of any motor vehicle, trailer, semitrailer, or vehicle that is primarily designed to be operated or drawn upon any highway of this state to fail to register the same as required by Article 3 of Title 42, C.R.S., as existing or as hereafter amended.

(b) The court may dismiss a violation of subsection (a) hereof if:

(1) The vehicle, trailer, semitrailer, or motor vehicle was unregistered for no more than four months at the time of the violation;

(2) The owner registered the vehicle, trailer, semitrailer, or motor vehicle before the owner's first court date as listed on the citation or summons; and

(3) The owner pays to the court an administrative dismissal fee.

(c) An officer who charges a person for a violation of this Section must notify the defendant of the opportunity to have the charge dismissed by the court if the registration that led to the citation or summons is expired for four months or less at the time of the violation and if registration is renewed prior to the first court date listed on the citation or summons.

Section 3. Effective Date. This Ordinance shall become effective on **October 31, 2025.**

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, on the 28th day of July, 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 25th day of August, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2025

AN ORDINANCE AMENDING SECTIONS 21-15, 21-50, 21-63, 21-106 AND 21-127 OF THE IDAHO SPRINGS MUNICIPAL CODE TO AMEND ACCESSORY DWELLING UNIT REQUIREMENTS IN RESPONSE TO COLORADO HOUSE BILL 24-1152

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

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., the City, acting through its City Council (the “Council”), is authorized to adopt rules and regulations governing the planning, zoning, and use of land within its territory; and

WHEREAS, pursuant to such authority, the Council previously adopted land development regulation regulations, codified as Chapter 21 of the Idaho Springs Municipal Code (“Code”), including provisions concerning accessory dwelling units (“ADUs”); and

WHEREAS, during the 2024 legislative session, the state legislature adopted House Bill 24-1152 (the “Bill”), subsequently signed into law by the Governor which mandates certain subject local jurisdictions within Colorado to adopt certain ADU regulations consistent with the Bill; and

WHEREAS, although the City is not a subject jurisdiction, as defined by the bill, the Council desires to achieve compliance with the Bill to ensure future DOLA funding grant opportunities for the City and to increase future housing availability within the City; and

WHEREAS, the Council therefore finds that it is desirable to amend the Code’s provisions concerning ADUs as set forth herein.

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

Section 1. Section 21-15 of the Code, concerning land use related definitions, is hereby amended by editing the definition of “Accessory Dwelling Unit (ADU)” set forth thereunder as follows:

Accessory Dwelling Unit (ADU). A second dwelling unit either in an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. Such a dwelling is an accessory use to the main dwelling with a gross floor area not exceeding seven hundred fifty square feet or fifty percent (50%), whichever is more, of the principal building. One ADU is allowed per main dwelling. ~~The minimum allowed size of an ADU is two hundred (200) square feet.~~

Section 2. Section 21-50 of the Code, concerning allowed uses by zone district, is hereby amended by amending the permitted uses for Accessory Dwelling Units uses set forth under “Table 21-50-1: Allowed uses by zone district” as follows:

Sec. 21-50 - Allowed used by zone district.

		R-E, Residential Estate	R-1, Residential One	R-2, Residential Two	R-3, Residential Three	R-M, Rural Multiple-Family	HD, Historic Downtown	C-1, Commercial One	C-2, Commercial Two	C-3, Commercial Interchange	L-1, Light Industrial	I-1, Industrial One	P, Park and Recreation
	Accessory Dwelling Unit (ADU)	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>				

Section 3. Section 21-63 of the Code, concerning land use development standards, is hereby amended by editing the text of note (e) as follows:

Sec. 21-63. - Development standards.

Notes:

(e) Side and rear setbacks for accessory structures and accessory dwelling units shall be five (5) feet.

Section 4. Section 21-106 of the Code, concerning final development plan approval procedures, is hereby amended by editing the text of subsection (E)(1) as follows:

Sec. 21-106. - Final Development Plan (FDP).

(E) Public Hearings. A public hearing shall occur as indicated by the Required Decision Making Process for Development Applications table provided in this Article.

(1) Final development plans for accessory dwelling units and building additions of less than fifty percent (50%) of the existing gross floor area are subject to administrative review and approval by the City Administrator by the administrative review and referral process listed in this Article.

Section 5. Section 21-127 of the Code, concerning parking requirements, is hereby amended by the addition of a new subsection (A)(1) as follows:

Sec. 21-127. - Parking space required.

(A) Each use permitted shall provide the minimum number of automobile parking spaces indicated in the Parking Requirement by Use table below. If a proposed use is not listed in the table, the City Administrator shall calculate the required number of parking spaces by applying the requirement for the use listed which is most similar to the proposed use, or shall require the applicant to submit to a parking study.

(1) The parking requirements for Accessory Dwelling Units, as identified in the Parking Requirement by Use table below, shall only apply if the parcel on which the accessory dwelling unit is located:

(i) does not have an existing off-street parking space;

(ii) is in a zoning district that requires one or more parking spaces for the primary dwelling unit; and

(iii) is located on a block where on-street parking is prohibited.

Section 6. 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 7. 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 9th day of June, 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 ____ day of _____, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk



TO: Idaho Springs City Council
CC: City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson
FROM: Dylan Graves, Community Development Planner
SUBJECT: Accessory Dwelling Unit (ADU) Code Amendment
MEETING DATE: July 28, 2025 Regular Meeting (Public Hearing)

BACKGROUND:

The scope of this item is to review and act on a draft ordinance to encourage Accessory Dwelling Unit (ADU) construction in Idaho Springs. At the last Planning Commission meeting, staff presented the changes needed to comply with HB24-1152 (the "Bill"), which required certain state-mandated ADU updates by June 30, 2025, though it allows municipalities to get an extension if needed. The Bill states that municipalities must allow ADUs in all zone districts where single-family housing is permitted and must allow ADUs to be reviewed administratively. The regulation requires that setbacks for ADUs must match the setbacks permitted for other accessory structures (such as sheds and garages). The regulations also only allow municipalities to require off-street parking if certain conditions are met. Finally, it requires specific size standards to be allowed for ADUs.

Compliance with these regulations gives the City access to additional funding to promote ADUs. DOLA will be unveiling an ADU Fee Reduction and Encouragement Grant Program, which is meant to provide grants to accessory dwelling unit supportive jurisdictions for activities that promote the construction of accessory dwelling units, including but not limited to, offsetting costs incurred in connection with developing pre-approved accessory dwelling unit plans, providing technical assistance to persons converting or constructing accessory dwelling units, or waiving, reducing, or providing financial assistance for accessory dwelling unit associated fees and other required costs. By updating the City's ADU regulations to align with state requirements, the city will be eligible for these funds. These funds would provide a good opportunity to create a small financial assistance program or put together a detailed ADU toolkit to give people the resources necessary to construct an ADU.

Additionally, this ordinance addresses several items from the Idaho Springs Housing Policy Analysis document that was prepared as part of the Innovative Housing Opportunity Program (IHOP) grant that the city received in concert with Clear Creek County to analyze housing policies to better support specific housing goals. There were several ADU strategies mentioned, including the removal of ADU minimum square footages from the Idaho Springs Municipal Code ("ISMC") and the expansion of the zoning districts where ADUs can be built as a use by-right.

DRAFT ORDINANCE CHANGES AND AMENDMENTS:

The following amendments are proposed, building on the discussion from the City Council meeting on May 12, 2025. The Planning Commission worked on ADU amendments for several meetings and acted on June 4, 2025, unanimously recommending approval of the draft ordinance that includes the below amendments. These would ensure compliance with HB24-1152 and will hopefully stimulate some ADU development in Idaho Springs.

- A. Where permitted: Accessory Dwelling Units (ADUs) are required to be allowed as an accessory use to single-family dwelling units in all zone districts that allow single-family dwellings. The draft ordinance proposes to add ADUs to the R-M, HD, C-1, and C-2 zone districts. This would update the use table in 21-41 of the ISMC.

This will make approximately 60 homes eligible to build ADUs that to date did not have the right to do so without going through a conditional use permit process. These ~60 homes would now be able to build an ADU by right.

- B. Review Procedures for ADUs: HB24-1152 states that local government must review approval of ADUs via an administrative process. Currently, the ISMC requires new structures and building expansions of 50% or more in the R-3, R-M, C-1, C-2, C-3, I-1, L-I or HD Zone Districts to go through a Final Development Plan (FDP) review process involving public hearings. This public hearing review process must be eliminated for ADUs. The ISMC will be updated to reflect that ADUs must be approved administratively. The draft ordinance adds language to Section 21-106 to allow ADUs to be reviewed administratively, even if they are new buildings.
- C. Use of ADUs: ADU usage reflects permitted usage for single-family dwelling units; short-term rental of an ADU is expressly prohibited. The draft ordinance contains language clarifying this.

- D. Size of ADUs: Cities are required to allow ADUs from 500-750 square feet. The ISMC currently only allows ADUs to be up to 50% of the primary residence on a property. The draft ordinance amends the ISMC to remove this requirement. The ordinance would allow any property to have an ADU of up to 750 square feet. For properties with a primary home larger than 1500 square feet, they would still be able to build an ADU of up to 50% of the primary residence size (e.g. a 1900 square foot home could have a 950 square foot ADU).
- E. Parking: HB24-1152 allows the City to require one (1) off-street parking space for ADUs if there is not an existing off-street parking space that could be used for an ADU, the proposed ADU's zone district requires an off-street space for the primary dwelling units and is located on a block where on-street parking is prohibited. Currently, the ISMC requires one off-street parking space for an ADU. The draft ordinance removes this requirement from the parking requirements table in Section 21-127 of the ISMC and replaces it with the language as stated in HB24-1152.
- F. Setbacks: HB24-1152 states that the City must require a side and rear setback for an ADU to be no more than 5', which matches with the City's existing standard for other types of accessory structures (such as sheds). The draft ordinance updates the setbacks in Section 21-63 of the ISMC to allow ADUs to be 5' from side and rear property lines.

FINANCIAL INCENTIVES:

We will continue to discuss financial incentives for ADUs (e.g. building permit or tap fee reductions/eliminations, grant programs, etc.) as part of the ongoing discussion on incentives for affordable housing. Staff believe it is best to get the city's ADU regulations into compliance with HB24-1152 first. Then, we can phase in potential incentive/funding programs as part of a larger suite of incentive options to bring in additional affordable development meeting city goals and objectives for housing.

STAFF RECOMMENDATION:

Staff recommend that City Council approve the attached ordinance making changes to the ISMC to incentivize the development of ADUs in the city of Idaho Springs. Staff believe that getting into compliance with HB24-1152 is positive to encourage additional ADU development while also making the city eligible for funding programs that could help fund ADU development. None of the proposed changes are expected to have a negative impact on community character or result in negative consequences for neighbors of future ADUs. ADUs would still be required to meet building code requirements and updated setback requirements. Parking is seen as the biggest potential conflict for adjacent property owners, but the city is planning to expand the resident parking areas to the eastern and western parts of the city to protect resident parking from visitors/tourists, which should help reduce parking conflicts in those parts of the city. Additionally, there are not that many lots that could easily accommodate an ADU while meeting existing development standards; many of the lots that do appear suitable for an ADU have adequate space for off-street parking already.

SAMPLE MOTION:

Move to approve Ordinance No. 11, Series 2025, an Ordinance Amending Sections 21-15, 21-50, 21-63, 21-106, and 21-127 of the Idaho Springs Municipal Code to Adjust Regulations Pertaining to Accessory Dwelling Units. In Response to House Bill 24-1152 and Making Conforming Amendments in Connection Therewith.

An Act

HOUSE BILL 24-1152

BY REPRESENTATIVE(S) Amabile and Weinberg, Bacon, Boesenecker, Epps, Froelich, Garcia, Jodeh, Kipp, Lindsay, Lindstedt, Mabrey, McCormick, Ortiz, Ricks, Rutinel, Sirota, Story, Valdez, Vigil, Willford, Woodrow, McCluskie, English, Herod, Martinez, McLachlan, Parenti, Weissman;
also SENATOR(S) Mullica and Exum, Cutter, Hinrichsen, Priola, Roberts, Winter F.

CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING UNITS,
AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35

State Land Use Criteria For Strategic Growth

PART 1

ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(I) ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING;

(II) ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS;

(III) ACCESSORY DWELLING UNITS PROVIDE FAMILIES WITH OPTIONS FOR INTERGENERATIONAL LIVING ARRANGEMENTS THAT ENABLE CHILD OR ELDER CARE AND AGING IN PLACE, AND A 2021 SURVEY BY THE AARP FOUND THAT APPROXIMATELY SEVENTY-FIVE PERCENT OF PEOPLE FIFTY YEARS OF AGE OR OLDER WANT TO STAY IN THEIR HOMES OR COMMUNITIES FOR AS LONG AS THEY CAN. ACCORDING TO A 2018 STUDY BY THE CENTER FOR AMERICAN PROGRESS, FIFTY-ONE PERCENT OF COLORADANS LIVE IN A CHILD CARE DESERT-A COMMUNITY WHERE THERE ARE NO CHILD CARE PROVIDERS OR SO FEW OPTIONS THAT THERE ARE MORE THAN THREE TIMES AS MANY CHILDREN AS THERE ARE LICENSED CHILD CARE SLOTS. THESE CHILD CARE DESERTS ARE SITUATED WITHIN RURAL, SUBURBAN, AND URBAN COMMUNITIES AND ARE A MAJOR REASON FOR WORKING PARENTS TO LEAVE THE WORKFORCE.

(IV) ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY, THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL SIZE;

(V) AS COLORADO'S POPULATION AGES AND TYPICAL HOUSEHOLD SIZE CONTINUES TO DECREASE, ACCESSORY DWELLING UNITS OFFER MORE COMPACT HOUSING OPTIONS THAT ALIGN WITH THE STATE'S CHANGING DEMOGRAPHICS, AND COLORADANS OVER SIXTY-FIVE YEARS OF AGE ARE THE FASTEST-GROWING AGE COHORT IN COLORADO ACCORDING TO THE STATE DEMOGRAPHY OFFICE;

(VI) ACCESSORY DWELLING UNITS ENABLE SENIORS TO DOWNSIZE, MOVE INTO ACCESSIBLE UNITS, OR LIVE WITH FAMILY OR A CAREGIVER WHILE

REMAINING IN THEIR COMMUNITIES. A 2018 AARP SURVEY FOUND THAT SIXTY-SEVEN PERCENT OF ADULTS WOULD CONSIDER LIVING IN AN ACCESSORY DWELLING UNIT TO BE CLOSE TO SOMEONE BUT STILL HAVE A SEPARATE SPACE. MOST SENIORS DO NOT LIVE IN HOMES THAT ARE ACCESSIBLE, EVEN THOUGH DISABILITY IS PREVALENT AMONG THE SENIOR POPULATION AND INCREASES WITH AGE. LESS THAN FOUR PERCENT OF EXISTING HOUSING UNITS IN THE UNITED STATES ARE ESTIMATED TO BE LIVABLE FOR PEOPLE WITH MODERATE MOBILITY DIFFICULTIES, ACCORDING TO "HOUSING FOR AN AGING POPULATION" IN THE JOURNAL HOUSING POLICY DEBATE.

(VII) RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT, COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS, INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION COSTS;

(VIII) ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS. ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED STATES" IN THE PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO REACHING MID-CENTURY CLIMATE GOALS.

(IX) COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES BETTER USE OF EXISTING INFRASTRUCTURE.

(X) ACCESSORY DWELLING UNITS REDUCE GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR INFRASTRUCTURE SINCE ACCESSORY DWELLING UNITS ARE BUILT IN EXISTING NEIGHBORHOODS AND HAVE A RELATIVELY SMALL IMPACT ON EXISTING INFRASTRUCTURE. NATIONAL

STUDIES SUCH AS "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER, AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY BOTH STATE AND LOCAL GOVERNMENTS.

(XI) A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR CONSTRUCTION;

(XII) A NUMBER OF MUNICIPALITIES HAVE REMOVED BARRIERS TO ACCESSORY DWELLING UNIT CONSTRUCTION SUCH AS PARKING REQUIREMENTS, OWNER OCCUPANCY REQUIREMENTS, AND RESTRICTIVE SIZE AND DESIGN LIMITATIONS, WHICH HAS RESULTED IN ACCESSORY DWELLING UNIT PERMITS INCREASING TO TEN TO TWENTY PERCENT OF TOTAL NEW HOUSING PERMITS AND AN OVERALL INCREASE IN THE TOTAL HOUSING SUPPLY. SINCE CALIFORNIA IMPLEMENTED VARIOUS REFORMS TO ENCOURAGE ACCESSORY DWELLING UNIT CONSTRUCTION, INCLUDING REQUIRING CITIES TO ALLOW ACCESSORY DWELLING UNITS AS A USE BY RIGHT, PREVENTING THE IMPOSITION OF PARKING REQUIREMENTS, AND PREVENTING OWNER OCCUPANCY REQUIREMENTS, ACCESSORY DWELLING UNIT CONSTRUCTION HAS INCREASED SIGNIFICANTLY IN CALIFORNIA. FOLLOWING REFORMS TO CALIFORNIA'S ACCESSORY DWELLING UNIT LAW IN 2016, ACCESSORY DWELLING UNIT DEVELOPMENT HAS INCREASED RAPIDLY FROM AROUND ONE THOUSAND ACCESSORY DWELLING UNITS PERMITTED IN 2016 TO OVER TWENTY-FOUR THOUSAND IN 2022, OR ABOUT TWENTY PERCENT OF NEW HOUSING PERMITS STATEWIDE, ACCORDING TO DATA FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND ANALYSIS BY THE BIPARTISAN POLICY CENTER.

(XIII) HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS

AND WITHIN SINGLE FAMILY HOUSING MARKETS";

(XIV) INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES, ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE JOURNAL HOUSING POLICY DEBATE;

(XV) ACADEMIC RESEARCH SUCH AS "THE IMPACT OF BUILDING RESTRICTIONS ON HOUSING AFFORDABILITY" IN THE FEDERAL RESERVE BANK OF NEW YORK ECONOMIC POLICY REVIEW HAS IDENTIFIED ZONING AND OTHER LAND USE CONTROLS AS A PRIMARY DRIVER OF RISING HOUSING COSTS IN THE MOST EXPENSIVE HOUSING MARKETS;

(XVI) ACCESSORY DWELLING UNITS OFFER AFFORDABLE AND ATTAINABLE OPTIONS TO LIVE IN HIGH-OPPORTUNITY NEIGHBORHOODS, WHICH CAN HELP IMPROVE EQUITY OUTCOMES REGIONALLY AND STATEWIDE. AN ANALYSIS OF ACCESSORY DWELLING UNIT PERMITTING IN CALIFORNIA FOUND THAT ACCESSORY DWELLING UNITS ARE TYPICALLY PERMITTED ON PARCELS WITH RELATIVELY GOOD ACCESS TO JOBS COMPARED TO SURROUNDING AREAS, ACCORDING TO "WHERE WILL ACCESSORY DWELLING UNITS SPROUT UP WHEN A STATE LETS THEM GROW? EVIDENCE FROM CALIFORNIA" IN CITYSCAPE: A JOURNAL OF POLICY DEVELOPMENT AND RESEARCH.

(XVII) LOCAL GOVERNMENT REGULATION OF ACCESSORY DWELLING UNITS VARIES SIGNIFICANTLY WITHIN REGIONS AND STATEWIDE IN COLORADO IN TERMS OF WHERE THEY ARE ALLOWED, THE DIMENSIONAL AND DESIGN RESTRICTIONS APPLIED, AND OTHER REQUIREMENTS. THIS INCONSISTENCY INHIBITS THE DEVELOPMENT OF A ROBUST MARKET OF ACCESSORY DWELLING UNIT DEVELOPERS, MODULAR ACCESSORY DWELLING UNIT DESIGNS, AND ASSOCIATED COST REDUCTIONS. COLORADO IS SIMILAR TO MOST STATES IN THIS REGARD, AND, ACCORDING TO "ZONING BY A THOUSAND CUTS" IN THE PEPPERDINE LAW REVIEW, WHICH ANALYZED ACCESSORY DWELLING UNIT REGULATIONS ACROSS CONNECTICUT, "THE HIGH DEGREE OF REGULATORY VARIATION THWARTS THE DEVELOPMENT OF PROTOTYPE DESIGNS OR PREFABRICATED [ACCESSORY DWELLING UNITS] THAT COULD SATISFY DIFFERENT RULES ACROSS JURISDICTIONS".

(XVIII) MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING COLORADO POPULATION.

(b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT INCREASING THE HOUSING SUPPLY THROUGH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS IS A MATTER OF MIXED STATEWIDE AND LOCAL CONCERN.

29-35-102. Definitions. AS USED IN THIS PART 1, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ACCESSIBLE UNIT" MEANS A HOUSING UNIT THAT:

(a) SATISFIES THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC. 3601 ET SEQ., AS AMENDED;

(b) INCORPORATES UNIVERSAL DESIGN; OR

(c) IS EITHER A TYPE A DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (10), OR A TYPE B DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (12).

(2) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL, ATTACHED, OR DETACHED DWELLING UNIT THAT:

(a) PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS;

(b) IS LOCATED ON THE SAME LOT AS A PROPOSED OR EXISTING PRIMARY RESIDENCE; AND

(c) INCLUDES FACILITIES FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION.

(3) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" MEANS

A LOCAL GOVERNMENT THAT THE DEPARTMENT HAS CERTIFIED PURSUANT TO SECTION 29-35-104 AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION.

(4) "ACCESSORY USE" MEANS A STRUCTURE OR THE USE OF A STRUCTURE ON THE SAME LOT WITH, AND OF A NATURE CUSTOMARILY INCIDENTAL AND SUBORDINATE TO, THE PRINCIPAL STRUCTURE OR USE OF THE STRUCTURE.

(5)(a) "ADMINISTRATIVE APPROVAL PROCESS" MEANS A PROCESS IN WHICH:

(I) A DEVELOPMENT PROPOSAL FOR A SPECIFIED PROJECT IS APPROVED, APPROVED WITH CONDITIONS, OR DENIED BY LOCAL GOVERNMENT ADMINISTRATIVE STAFF BASED SOLELY ON ITS COMPLIANCE WITH OBJECTIVE STANDARDS SET FORTH IN LOCAL LAWS; AND

(II) DOES NOT REQUIRE, AND CANNOT BE ELEVATED TO REQUIRE, A PUBLIC HEARING, A RECOMMENDATION, OR A DECISION BY AN ELECTED OR APPOINTED PUBLIC BODY OR A HEARING OFFICER.

(b) NOTWITHSTANDING SUBSECTION (5)(a) OF THIS SECTION, AN ADMINISTRATIVE APPROVAL PROCESS MAY REQUIRE AN APPOINTED HISTORIC PRESERVATION COMMISSION TO MAKE A DECISION, OR TO MAKE A RECOMMENDATION TO LOCAL GOVERNMENT ADMINISTRATIVE STAFF, REGARDING A DEVELOPMENT APPLICATION INVOLVING A PROPERTY THAT THE LOCAL GOVERNMENT HAS DESIGNATED AS A HISTORIC PROPERTY, PROVIDED THAT:

(I) THE STATE HISTORIC PRESERVATION OFFICE WITHIN HISTORY COLORADO HAS DESIGNATED THE LOCAL GOVERNMENT AS A CERTIFIED LOCAL GOVERNMENT; AND

(II) THE APPOINTED HISTORIC PRESERVATION COMMISSION'S DECISION OR RECOMMENDATION IS BASED ON STANDARDS EITHER SET FORTH IN LOCAL LAW OR ESTABLISHED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES.

(6) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE COUNTY BUT EXCLUDING A CITY AND COUNTY.

(7) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

(8) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS, INCLUDING PERMANENT FACILITIES FOR COOKING, EATING, LIVING, SANITATION, AND SLEEPING.

(9) "EXEMPT PARCEL" MEANS A PARCEL THAT IS:

(a) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5), OR IS SERVED BY A WELL WITH A PERMIT THAT CANNOT SUPPLY AN ADDITIONAL DWELLING UNIT;

(b) A HISTORIC PROPERTY THAT IS NOT WITHIN A HISTORIC DISTRICT;
OR

(c) IN A FLOODWAY OR IN A ONE HUNDRED YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

(10) "HISTORIC DISTRICT" MEANS A DISTRICT ESTABLISHED BY LOCAL LAW THAT MEETS THE DEFINITION OF "DISTRICT" SET FORTH IN 36 CFR 60.3 (d).

(11) "HISTORIC PROPERTY" MEANS A PROPERTY LISTED:

(a) ON THE NATIONAL REGISTER OF HISTORIC PLACES;

(b) ON THE COLORADO STATE REGISTER OF HISTORIC PROPERTIES; OR

(c) AS A CONTRIBUTING STRUCTURE OR HISTORIC LANDMARK BY A CERTIFIED LOCAL GOVERNMENT, AS DEFINED IN SECTION 39-22-514.5 (2)(b).

(12) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, COUNTY, OR TRIBAL NATION WITH JURISDICTION IN COLORADO.

(13) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY, REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE CODES, ZONING CODES, AND SUBDIVISION CODES.

(14) "LOW- AND MODERATE-INCOME HOUSEHOLD" MEANS A HOUSEHOLD THAT IS CONSIDERED LOW-, MODERATE-, OR MEDIUM-INCOME, AS DETERMINED BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(15) "METROPOLITAN PLANNING ORGANIZATION" MEANS A METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

(16) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

(17) "OBJECTIVE STANDARD" MEANS A STANDARD THAT:

(a) IS A DEFINED BENCHMARK OR CRITERION THAT ALLOWS FOR DETERMINATIONS OF COMPLIANCE TO BE CONSISTENTLY DECIDED REGARDLESS OF THE DECISION MAKER; AND

(b) DOES NOT REQUIRE A SUBJECTIVE DETERMINATION CONCERNING A DEVELOPMENT PROPOSAL, INCLUDING BUT NOT LIMITED TO WHETHER THE APPLICATION FOR THE DEVELOPMENT PROPOSAL IS:

(I) CONSISTENT WITH MASTER PLANS, OR OTHER DEVELOPMENT PLANS;

(II) COMPATIBLE WITH THE LAND USE OR DEVELOPMENT OF THE AREA SURROUNDING THE AREA DESCRIBED IN THE APPLICATION; OR

(III) CONSISTENT WITH PUBLIC WELFARE, COMMUNITY CHARACTER, OR NEIGHBORHOOD CHARACTER.

(18) "RESTRICTIVE DESIGN OR DIMENSION STANDARD" MEANS A STANDARD IN A LOCAL LAW THAT:

(a) REQUIRES AN ARCHITECTURAL STYLE, BUILDING MATERIAL, OR LANDSCAPING THAT IS MORE RESTRICTIVE FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT;

(b) DOES NOT ALLOW FOR ACCESSORY DWELLING UNIT SIZES

BETWEEN FIVE HUNDRED AND SEVEN HUNDRED FIFTY SQUARE FEET;

(c) REQUIRES SIDE SETBACKS FOR AN ACCESSORY DWELLING UNIT THAT ARE LARGER THAN THE SIDE SETBACKS REQUIRED FOR A PRIMARY DWELLING UNIT IN THE SAME ZONING DISTRICT;

(d) REQUIRES A REAR SETBACK FOR AN ACCESSORY DWELLING UNIT THAT IS LARGER THAN THE GREATER OF:

(I) THE REAR SETBACK REQUIRED FOR OTHER ACCESSORY BUILDING TYPES IN THE SAME ZONING DISTRICT; OR

(II) FIVE FEET;

(e) IS A MORE RESTRICTIVE MINIMUM LOT SIZE STANDARD FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT; OR

(f) APPLIES MORE RESTRICTIVE AESTHETIC DESIGN OR DIMENSIONAL STANDARDS TO ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10), THAN OTHER ACCESSORY DWELLING UNITS.

(19) (a) "SHORT-TERM RENTAL" MEANS THE RENTAL OF A LODGING UNIT FOR LESS THAN THIRTY DAYS. AS USED IN THIS SUBSECTION (19), "LODGING UNIT" MEANS ANY PROPERTY OR PORTION OF A PROPERTY THAT IS AVAILABLE FOR LODGING; EXCEPT THAT THE TERM EXCLUDES A HOTEL OR MOTEL UNIT.

(b) NOTWITHSTANDING SUBSECTION (19)(a) OF THIS SECTION, A LOCAL GOVERNMENT MAY APPLY ITS OWN DEFINITION OF "SHORT-TERM RENTAL" FOR PURPOSES OF THIS PART 1.

(20) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED BUILDING WITH A SINGLE DWELLING UNIT ON A SINGLE LOT.

(21) "SUBJECT JURISDICTION" MEANS EITHER:

(a) A MUNICIPALITY THAT BOTH HAS A POPULATION OF ONE THOUSAND OR MORE, AS REPORTED BY THE STATE DEMOGRAPHY OFFICE,

AND IS WITHIN A METROPOLITAN PLANNING ORGANIZATION; OR

(b) THE PORTION OF A COUNTY THAT IS BOTH WITHIN A CENSUS DESIGNATED PLACE WITH A POPULATION OF FORTY THOUSAND OR MORE, AS REPORTED IN THE MOST RECENT DECENNIAL CENSUS, AND WITHIN A METROPOLITAN PLANNING ORGANIZATION.

(22) "TANDEM PARKING SPACE" MEANS A PARKING SPACE THAT IS LOCATED EITHER IN FRONT OF OR BEHIND ONE OR MORE OTHER PARKING SPACES THAT SHARE THE SAME POINT OF ACCESS.

(23) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL REGARDLESS OF AGE OR ABILITIES.

(24) "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE FLOOR OF, AND USE THE BATHROOM IN.

29-35-103. Accessory dwelling unit requirements for a subject jurisdiction. (1) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL ALLOW, SUBJECT TO AN ADMINISTRATIVE APPROVAL PROCESS, ONE ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO A SINGLE-UNIT DETACHED DWELLING IN ANY PART OF THE SUBJECT JURISDICTION WHERE THE JURISDICTION ALLOWS SINGLE-UNIT DETACHED DWELLINGS.

(2) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL NOT:

(a) REQUIRE THE CONSTRUCTION OF A NEW OFF-STREET PARKING SPACE IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, EXCEPT AS DESCRIBED IN SUBSECTIONS (3)(a) AND (3)(b) OF THIS SECTION;

(b) REQUIRE AN ACCESSORY DWELLING UNIT, OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT, TO BE OWNER-OCCUPIED; EXCEPT THAT A SUBJECT JURISDICTION MAY REQUIRE A PROPERTY OWNER TO DEMONSTRATE THAT THE PROPERTY OWNER RESIDES ON THE PARCEL WHEN AN APPLICATION IS SUBMITTED:

(I) TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT. THIS EXCEPTION DOES NOT APPLY FOR AN ACCESSORY DWELLING UNIT THAT IS BEING CONSTRUCTED SIMULTANEOUSLY WITH A NEW PRIMARY DWELLING UNIT.

(II) FOR A LICENSE OR PERMIT FOR A SHORT-TERM RENTAL ON THE PARCEL THROUGH A LOCAL LAW OR PROGRAM.

(c) APPLY A RESTRICTIVE DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT.

(3) NOTHING IN THIS SECTION PREVENTS A SUBJECT JURISDICTION OR OTHER LOCAL GOVERNMENT FROM:

(a) REQUIRING THE DESIGNATION OF AN OFF-STREET PARKING SPACE IN CONNECTION WITH AN ACCESSORY DWELLING UNIT, SO LONG AS THERE IS AN EXISTING DRIVEWAY, GARAGE, TANDEM PARKING SPACE, OR OTHER OFF-STREET PARKING SPACE AVAILABLE FOR SUCH A DESIGNATION AT THE TIME OF THE CONSTRUCTION OR CONVERSION OF THE ACCESSORY DWELLING UNIT;

(b) REQUIRING, IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, ONE NEW PARKING SPACE ON A PARCEL THAT:

(I) DOES NOT HAVE AN EXISTING OFF-STREET PARKING SPACE, INCLUDING A DRIVEWAY, GARAGE, OR TANDEM PARKING SPACE, THAT COULD BE USED FOR AN ACCESSORY DWELLING UNIT;

(II) IS IN A ZONING DISTRICT THAT, AS OF JANUARY 1, 2024, REQUIRES ONE OR MORE PARKING SPACES FOR THE PRIMARY DWELLING UNIT; AND

(III) IS LOCATED ON A BLOCK WHERE ON-STREET PARKING IS PROHIBITED FOR ANY REASON INCLUDING ENSURING ACCESS FOR EMERGENCY SERVICES;

(c) ALLOWING THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT THAT IS SMALLER THAN FIVE HUNDRED SQUARE FEET OR GREATER THAN EIGHT HUNDRED SQUARE FEET, OR RESTRICTING THE

SIZE OF AN ACCESSORY DWELLING UNIT SO THAT IT IS NO LARGER THAN THE SIZE OF THE PRINCIPAL DWELLING UNIT ON THE SAME LOT AS THE ACCESSORY DWELLING UNIT;

(d) ALLOWING THE CONSTRUCTION OR CONVERSION OF MULTIPLE ACCESSORY DWELLING UNITS ON THE SAME LOT;

(e) APPLYING A DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT THAT IS NOT A RESTRICTIVE DESIGN OR DIMENSION STANDARD;

(f) ADOPTING OR ENFORCING A GENERALLY APPLICABLE REQUIREMENT FOR:

(I) THE PAYMENT OF AN IMPACT FEE OR OTHER SIMILAR DEVELOPMENT CHARGE, PURSUANT TO SECTION 29-20-104.5; OR

(II) THE MITIGATION OF IMPACTS IN CONFORMANCE WITH THE REQUIREMENTS OF PART 2 OF ARTICLE 20 OF THIS TITLE 29;

(g) ENACTING OR APPLYING A LOCAL LAW CONCERNING THE SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT;

(h) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A HISTORIC DISTRICT TO A LOT ON WHICH AN ACCESSORY DWELLING UNIT IS ALLOWED IN THAT HISTORIC DISTRICT, INCLUDING A STANDARD OR PROCEDURE RELATED TO DEMOLITION;

(i) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY CODE, INCLUDING BUT NOT LIMITED TO, A BUILDING, FIRE, UTILITY, OR STORMWATER CODE;

(j) ALLOWING THE CONSTRUCTION OF, OR ISSUING A PERMIT FOR THE CONSTRUCTION OF, A SINGLE-UNIT DETACHED DWELLING IN AN AREA ZONED FOR SINGLE-UNIT DETACHED DWELLINGS;

(k) ENCOURAGING THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE, THROUGH THE APPLICATION OF LOCAL LAWS OR PROGRAMS INCLUDING THROUGH DEED RESTRICTIONS, MADE AFFORDABLE TO

HOUSEHOLDS UNDER CERTAIN INCOME LIMITS OR USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE PURSUANT TO A LOCAL, REGIONAL, OR STATE AFFORDABLE HOUSING PROGRAM;

(l) DEFINING ACCESSORY DWELLING UNIT IN LOCAL LAW AS INCLUDING OR EXCLUDING OTHER DWELLING UNIT TYPES SUCH AS A "MOTOR HOME", AS DEFINED IN SECTION 42-1-102 (57), A "MULTIPURPOSE TRAILER", AS DEFINED IN SECTION 42-1-102 (60.3), AND A "RECREATIONAL VEHICLE", AS DEFINED IN SECTION 24-32-902 (9); OR

(m) REQUIRING A STATEMENT BY A WATER OR WASTEWATER SERVICE PROVIDER REGARDING ITS CAPACITY TO SERVICE THE PROPERTY AS A CONDITION OF PERMITTING AN ACCESSORY DWELLING UNIT.

(4) THIS SECTION ONLY APPLIES TO A PARCEL IN A SUBJECT JURISDICTION THAT IS NOT AN EXEMPT PARCEL.

29-35-104. Accessory dwelling unit supportive jurisdiction report - certification of a jurisdiction as an accessory dwelling unit supportive jurisdiction. (1) (a) IN ORDER TO BE CERTIFIED AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION BY THE DEPARTMENT, A LOCAL GOVERNMENT MUST SUBMIT TO THE DEPARTMENT, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, A REPORT DEMONSTRATING EVIDENCE OF THE LOCAL GOVERNMENT:

(I) COMPLYING WITH SECTION 29-35-103 AS A SUBJECT JURISDICTION OR, IF THE LOCAL GOVERNMENT IS NOT A SUBJECT JURISDICTION, AS IF THE LOCAL GOVERNMENT WERE A SUBJECT JURISDICTION FOR PURPOSES OF SECTION 29-35-103; AND

(II) IMPLEMENTING ONE OR MORE OF THE FOLLOWING STRATEGIES:

(A) WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT-RELATED FEES THAT ARE INCURRED BY LOW- AND MODERATE-INCOME HOUSEHOLDS;

(B) ENACTING LOCAL LAWS OR PROGRAMS THAT INCENTIVIZE THE AFFORDABILITY OF CERTAIN ACCESSORY DWELLING UNITS INCLUDING ACCESSORY DWELLING UNITS USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE;

PAGE 14-HOUSE BILL 24-1152

(C) PROVIDING PRE-APPROVED PLANS FOR THE CONSTRUCTION OF ACCESSORY DWELLING UNITS;

(D) IMPLEMENTING A PROGRAM TO PROVIDE EDUCATION AND TECHNICAL ASSISTANCE TO HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT;

(E) IMPLEMENTING A PROGRAM TO REGULATE THE USE OF ACCESSORY DWELLING UNITS FOR SHORT-TERM RENTALS;

(F) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION AND CONVERSION OF ACCESSIBLE AND VISITABLE ACCESSORY DWELLING UNITS;

(G) ASSISTING PROPERTY OWNERS WITH ENSURING THAT PRE-EXISTING ACCESSORY DWELLING UNITS COMPLY WITH LOCAL LAWS;

(H) ENABLING A PATHWAY FOR THE SEPARATE SALE OF AN ACCESSORY DWELLING UNIT;

(I) ENACTING LOCAL LAWS THAT ENCOURAGE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); OR

(J) ANY OTHER STRATEGY THAT IS APPROVED BY THE DEPARTMENT AND THAT ENCOURAGES THE CONSTRUCTION, CONVERSION, OR USE OF ACCESSORY DWELLING UNITS.

(b) (I) ON OR BEFORE JUNE 30, 2025, A SUBJECT JURISDICTION SHALL SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION.

(II) NOTWITHSTANDING SUBSECTION (1)(b)(I) OF THIS SECTION, THE DEPARTMENT MAY ALLOW A SUBJECT JURISDICTION TO SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION NO MORE THAN SIX MONTHS AFTER THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION IF THE SUBJECT JURISDICTION DEMONSTRATES, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, THAT THE SUBJECT JURISDICTION HAS:

(A) INITIATED A PROCESS TO UPDATE ITS LOCAL LAWS AS NECESSARY

TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION;

(B) A PLAN AND TIMELINE TO UPDATE ITS LOCAL LAWS AS NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION; AND

(C) PROVIDED AN EXPLANATION FOR NOT BEING ABLE TO MEET THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

(c) IF A LOCAL GOVERNMENT THAT IS NOT A SUBJECT JURISDICTION SUBMITS A REPORT PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THAT LOCAL GOVERNMENT SHALL, AS PART OF THE REPORT, SUBMIT EVIDENCE OF COMPLYING WITH THE REQUIREMENTS FOR A SUBJECT JURISDICTION DESCRIBED IN SECTION 29-35-103.

(2)(a) WITHIN NINETY DAYS OF RECEIVING A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL REVIEW THE REPORT, EITHER APPROVE OR REJECT THE REPORT, AND PROVIDE FEEDBACK TO THE LOCAL GOVERNMENT ON THE REPORT.

(b) IF THE DEPARTMENT APPROVES A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL ISSUE TO THAT LOCAL GOVERNMENT A CERTIFICATE INDICATING THAT THE LOCAL GOVERNMENT QUALIFIES AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION. THE DEPARTMENT MAY REVOKE SUCH A CERTIFICATE IF A LOCAL GOVERNMENT DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (1)(a) OF THIS SECTION.

(c) IF THE DEPARTMENT REJECTS A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT MAY GRANT THE LOCAL GOVERNMENT AN ADDITIONAL ONE HUNDRED TWENTY DAYS TO CORRECT ANY DEFICIENCIES IDENTIFIED IN THE REPORT AND RESUBMIT AN AMENDED REPORT. WITHIN NINETY DAYS OF RECEIVING AN AMENDED REPORT, THE DEPARTMENT SHALL REVIEW THE AMENDED REPORT, EITHER APPROVE OR REJECT THE AMENDED REPORT, AND PROVIDE FEEDBACK ON THE AMENDED REPORT.

(3) THE DEPARTMENT, IN CONSULTATION WITH THE DEPARTMENT OF

TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, MAY DEVELOP POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

29-35-105. Accessory dwelling unit fee reduction and encouragement grant program - created - application - criteria - awards - fund - reporting requirements - rules - definitions - repeal.

(1) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM IS CREATED IN THE DEPARTMENT TO PROVIDE GRANTS TO ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS FOR ACTIVITIES THAT PROMOTE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS, INCLUDING BUT NOT LIMITED TO, OFFSETTING COSTS INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR CONSTRUCTING ACCESSORY DWELLING UNITS, OR WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT ASSOCIATED FEES AND OTHER REQUIRED COSTS.

(2) GRANT RECIPIENTS MAY USE THE MONEY RECEIVED THROUGH THE GRANT PROGRAM TO OFFSET BOTH ELIGIBLE COSTS AND THE COST OF WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR REASONABLE AND NECESSARY ACCESSORY DWELLING UNIT FEES AND OTHER REQUIRED COSTS FOR:

- (a) LOW- AND MODERATE-INCOME HOUSEHOLDS;
- (b) AFFORDABLE ACCESSORY DWELLING UNITS;
- (c) ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS;
- (d) ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS FOR MEMBERS OF THE LOCAL WORKFORCE; OR
- (e) ACCESSORY DWELLING UNITS USED TO SUPPORT OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(3) THE DEPARTMENT SHALL ADMINISTER THE GRANT PROGRAM AND, SUBJECT TO AVAILABLE APPROPRIATIONS, PROVIDE TECHNICAL ASSISTANCE, DEVELOP A TOOLKIT TO SUPPORT LOCAL GOVERNMENTS IN ENCOURAGING ACCESSORY DWELLING UNIT CONSTRUCTION, RECEIVE GRANT APPLICATIONS

AND AWARD GRANTS AS PROVIDED IN THIS SECTION.

(4) TO RECEIVE A GRANT, AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION MUST SUBMIT AN APPLICATION TO THE DEPARTMENT IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION. AT A MINIMUM, THE APPLICATION MUST INCLUDE THE FOLLOWING:

(a) A COPY OF THE CERTIFICATE ISSUED BY THE DEPARTMENT PURSUANT TO SECTION 29-35-104 CERTIFYING THAT THE LOCAL GOVERNMENT IS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION;

(b) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT HAS PERMITTED AND WHEN THE LOCAL GOVERNMENT PERMITTED THOSE ACCESSORY DWELLING UNITS;

(c) THE TYPE AND COSTS OF FEES AND OTHER ELIGIBLE COSTS THAT THE LOCAL GOVERNMENT IS PROPOSING TO USE A GRANT AWARD TO PAY FOR;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT EXPECTS TO SUPPORT WITH A GRANT AWARD AND THE PERIOD FOR WHICH THE LOCAL GOVERNMENT INTENDS TO SUPPORT THOSE ACCESSORY DWELLING UNITS; AND

(e) INFORMATION ABOUT THE TYPES OF HOUSEHOLDS AND ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT INTENDS TO SUPPORT WITH A GRANT AWARD, SUCH AS WHETHER THE LOCAL GOVERNMENT INTENDS TO SUPPORT LOW- AND MODERATE-INCOME HOUSEHOLDS, AFFORDABLE ACCESSORY DWELLING UNITS, ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS, ACCESSORY DWELLING UNITS FOR HOUSING THE LOCAL WORKFORCE, OR ACCESSORY DWELLING UNITS SUPPORTING OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(5) THE DEPARTMENT SHALL REVIEW THE APPLICATIONS RECEIVED PURSUANT TO SUBSECTION (4) OF THIS SECTION. IN AWARDING GRANTS, THE DEPARTMENT SHALL GIVE PRIORITY TO LOCAL GOVERNMENTS THAT:

(a) IMPOSE ACCESSORY DWELLING UNIT FEES AND COSTS THAT ARE REASONABLE AND NECESSARY;

(b) HAVE DEMONSTRATED A SIGNIFICANT COMMITMENT TO FURTHER CONSTRUCTION AND CONVERSION OF ACCESSORY DWELLING UNITS THROUGH THE ADOPTION OF STRATEGIES DESCRIBED IN SECTION 29-35-104 (1)(a)(II); AND

(c) PROVIDE OFFSETS FOR, OR WAIVE A GREATER NUMBER OF ACCESSORY DWELLING UNIT FEES FOR:

(I) LOW- AND MODERATE-INCOME HOUSEHOLDS; OR

(II) ACCESSORY DWELLING UNITS THAT ARE RENTED TO LOW- AND MODERATE-INCOME HOUSEHOLDS.

(6) IN AWARDING A GRANT, THE DEPARTMENT SHALL AWARD A LOCAL GOVERNMENT AN AMOUNT EQUAL TO NO MORE THAN FIFTEEN THOUSAND DOLLARS PER ACCESSORY DWELLING UNIT PERMITTED BY THE LOCAL GOVERNMENT, TO BE REIMBURSED BASED ON THE NUMBER OF PERMITTED ACCESSORY DWELLING UNITS.

(7) (a) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF ANY MONEY THAT THE GENERAL ASSEMBLY MAY TRANSFER OR APPROPRIATE TO THE FUND AND GIFTS, GRANTS, OR DONATIONS CREDITED TO THE FUND. THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(b) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY, THE DEPARTMENT MAY EXPEND MONEY FROM THE FUND FOR THE PURPOSE OF IMPLEMENTING AND ADMINISTERING THE GRANT PROGRAM.

(c) ON OR BEFORE JUNE 30, 2024, THE STATE TREASURER SHALL TRANSFER FIVE MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

(8) IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION, EACH LOCAL GOVERNMENT THAT RECEIVES A GRANT THROUGH THE GRANT PROGRAM SHALL SUBMIT A REPORT TO THE DEPARTMENT. AT A MINIMUM, THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

(a) THE NUMBER OF ACCESSORY DWELLING UNITS WITH ACCESSORY DWELLING UNIT FEES OR COSTS THAT LOCAL GOVERNMENTS WAIVED, REDUCED, OR PROVIDED FINANCIAL ASSISTANCE FOR IN THE PAST YEAR;

(b) THE TOTAL AMOUNT OF ELIGIBLE COSTS THAT LOCAL GOVERNMENTS INCURRED AND WERE REIMBURSED FOR THROUGH THE GRANT PROGRAM IN THE PAST YEAR IN CONNECTION WITH THE GRANT PROGRAM;

(c) THE NUMBER OF THE ACCESSORY DWELLING UNITS DESCRIBED IN SUBSECTION (8)(a) OF THIS SECTION THAT WERE BUILT IN THE PAST YEAR THAT WERE BUILT BY LOW- AND MODERATE-INCOME HOUSEHOLDS, THAT ARE AFFORDABLE ACCESSORY DWELLING UNITS, AND THAT ARE VISITABLE OR ACCESSIBLE ACCESSORY DWELLING UNITS;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); AND

(e) THE NUMBER OF ACCESSORY DWELLING UNIT PERMITS AWARDED, DENIED, OR IN PROGRESS IN THE LOCAL GOVERNMENT'S JURISDICTION.

(9) THE DEPARTMENT SHALL IMPLEMENT THE GRANT PROGRAM IN ACCORDANCE WITH THIS SECTION. THE DEPARTMENT SHALL DEVELOP, IN CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, POLICIES AND PROCEDURES BOTH AS REQUIRED IN THIS SECTION AND AS MAY BE NECESSARY TO IMPLEMENT THE GRANT PROGRAM.

(10) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ACCESSORY DWELLING UNIT FEE" MEANS A REASONABLE AND NECESSARY FEE COLLECTED OR REQUIRED BY A LOCAL GOVERNMENT IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT. SUCH A FEE MAY INCLUDE IMPACT FEES.

(b) (I) "ELIGIBLE COSTS" MEANS COSTS INCURRED BY A LOCAL GOVERNMENT AND DETERMINED BY THE DEPARTMENT TO BE INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR

CONSTRUCTING ACCESSORY DWELLING UNITS, OR OTHER REASONABLE AND NECESSARY FEES LEVIED BY OR COSTS BORNE BY THE LOCAL GOVERNMENT FOR THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT.

(II) NOTWITHSTANDING SUBSECTION (10)(b)(I) OF THIS SECTION, IN ORDER FOR COSTS INCURRED BY A LOCAL GOVERNMENT IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS TO QUALIFY AS ELIGIBLE COSTS, AT LEAST ONE SUCH PRE-APPROVED ACCESSORY DWELLING UNIT PLAN MUST BE FOR AN ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNIT.

(c) "FUND" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND CREATED IN SUBSECTION (7) OF THIS SECTION.

(d) "GRANT PROGRAM" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM CREATED IN THIS SECTION.

(11) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2030.

SECTION 2. In Colorado Revised Statutes, 24-32-3305, **add** (3.3) as follows:

24-32-3305. Rules - advisory committee - enforcement. (3.3) THE DEPARTMENT SHALL CREATE FOR FACTORY-BUILT STRUCTURES, INCLUDING THOSE THAT WOULD BE CONSIDERED ACCESSORY DWELLING UNITS, MODEL PUBLIC SAFETY CODE REQUIREMENTS RELATED TO GEOGRAPHIC OR CLIMATIC CONDITIONS, SUCH AS WEIGHT RESTRICTIONS FOR ROOF SNOW LOADS, WIND SHEAR FACTORS, OR WILDFIRE RISK, FOR LOCAL GOVERNMENTS TO CONSIDER AND ADOPT PURSUANT TO SECTION 24-32-3318 (2)(a).

SECTION 3. In Colorado Revised Statutes, 24-46-104, **add** (1)(q) as follows:

24-46-104. Powers and duties of commission - repeal. (1) The commission has the following powers and duties:

(q) (I) TO EXPEND EIGHT MILLION DOLLARS TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF

ARTICLE 4 OF TITLE 29, FOR THE CREATION AND OPERATION OF ONE OR MORE OF THE FOLLOWING PROGRAMS TO BENEFIT LOW- TO MODERATE-INCOME RESIDENTS IN LOCAL GOVERNMENTS THAT HAVE BEEN CERTIFIED AS ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS BY THE DEPARTMENT OF LOCAL AFFAIRS:

(A) AN ACCESSORY DWELLING UNIT CREDIT ENHANCEMENT PROGRAM THAT SUPPORTS LENDERS OFFERING AFFORDABLE LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS FOR THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(B) A PROGRAM THAT ALLOWS FOR THE BUYING DOWN OF INTEREST RATES ON LOANS MADE TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(C) A PROGRAM THAT OFFERS DOWN PAYMENT ASSISTANCE IN CONNECTION WITH ACCESSORY DWELLING UNITS, PRINCIPAL REDUCTION ON LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS MADE IN CONNECTION WITH ACCESSORY DWELLING UNITS, OR BOTH; OR

(D) A PROGRAM IN WHICH THE COLORADO HOUSING AND FINANCE AUTHORITY OFFERS LOANS, REVOLVING LINES OF CREDIT, OR GRANTS TO ELIGIBLE NON-PROFITS, PUBLIC HOUSING AUTHORITIES, AND COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS TO MAKE DIRECT LOANS OR GRANTS TO SUPPORT THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS FOR LOW- AND MODERATE-INCOME BORROWERS OR TENANTS.

(II) ANY CONTRACT MADE BY THE COMMISSION WITH THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THIS SUBSECTION (1)(q) MAY INCLUDE NORMAL AND CUSTOMARY FEES AND EXPENSES FOR ADMINSTRATING THE PROGRAMS DESCRIBED IN THIS SUBSECTION (1)(q).

SECTION 4. In Colorado Revised Statutes, 24-46-105, **add** (1)(c) as follows:

24-46-105. Colorado economic development fund - creation - report - repeal. (1) (c) (I) ON JULY 1, 2024, THE STATE TREASURER SHALL TRANSFER EIGHT MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

THE COMMISSION SHALL USE THE FUNDS TRANSFERRED PURSUANT TO THIS SUBSECTION (1)(c)(I) TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF ARTICLE 4 OF TITLE 29, FOR THE PURPOSES DESCRIBED IN SECTION 24-46-104 (1)(q).

(II) THIS SUBSECTION (1)(c) IS REPEALED, EFFECTIVE JULY 1, 2025.

SECTION 5. In Colorado Revised Statutes, 24-67-105, **add** (5.3) as follows:

24-67-105. Standards and conditions for planned unit development - definitions. (5.3) (a) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT IS ADOPTED OR APPROVED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), AND THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, MUST NOT RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT OR IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103.

(b) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT WAS ADOPTED OR APPROVED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, AND THAT RESTRICTS THE CONSTRUCTION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT:

(I) SHALL NOT BE INTERPRETED OR ENFORCED TO RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING UNIT IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103; AND

(II) MAY BE SUPERSEDED BY THE ADOPTION OF A LOCAL LAW PURSUANT TO SECTION 29-35-103.

(c) NOTWITHSTANDING SUBSECTION (5.3)(b) OF THIS SECTION, A LOCAL GOVERNMENT MAY ADOPT CONFORMING AMENDMENTS TO ANY SUCH

PLANNED UNIT DEVELOPMENT.

(d) AS USED IN THIS SUBSECTION (5.3), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "LOCAL LAW" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (13).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 6. In Colorado Revised Statutes, 38-33.3-106.5, **add** (4) as follows:

38-33.3-106.5. Prohibitions contrary to public policy - patriotic, political, or religious expression - public rights-of-way - fire prevention - renewable energy generation devices - affordable housing - drought prevention measures - child care - definitions. (4) (a) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(b) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(c) SUBSECTIONS (4)(a) AND (4)(b) OF THIS SECTION DO NOT APPLY

TO REASONABLE RESTRICTIONS ON ACCESSORY DWELLING UNITS. AS USED IN THIS SUBSECTION (4)(c), "REASONABLE RESTRICTION" MEANS A SUBSTANTIVE CONDITION OR REQUIREMENT THAT DOES NOT UNREASONABLY INCREASE THE COST TO CONSTRUCT, EFFECTIVELY PROHIBIT THE CONSTRUCTION OF, OR EXTINGUISH THE ABILITY TO OTHERWISE CONSTRUCT, AN ACCESSORY DWELLING UNIT CONSISTENT WITH PART 1 OF ARTICLE 35 OF TITLE 29.

(d) AS USED IN THIS SUBSECTION (4), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (3).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 7. Appropriation. (1) For the 2024-25 state fiscal year, \$537,246 is appropriated to the department of local affairs. This appropriation is from the accessory dwelling unit fee reduction and encouragement grant program fund created in section 29-35-105 (7)(a), C.R.S. To implement this act, the department may use this appropriation as follows:

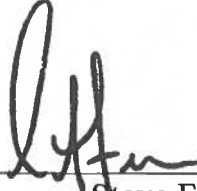
(a) \$467,246 for use by division of local government for accessory dwelling unit fee reduction and encouragement grant program related to local government services, which amount is based on an assumption that the division will require an additional 4.9 FTE; and

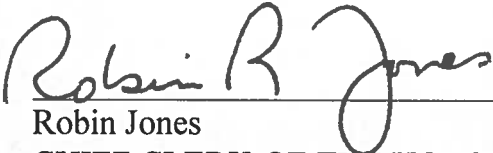
(b) \$70,000 for the purchase of information technology services.

(2) For the 2024-25 state fiscal year, \$70,000 is appropriated to the office of the governor for use by the office of information technology. This appropriation is from reappropriated funds received from the department of local affairs under subsection (1)(b) of this section. To implement this act, the office may use this appropriation to provide information technology services for the department of local affairs.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

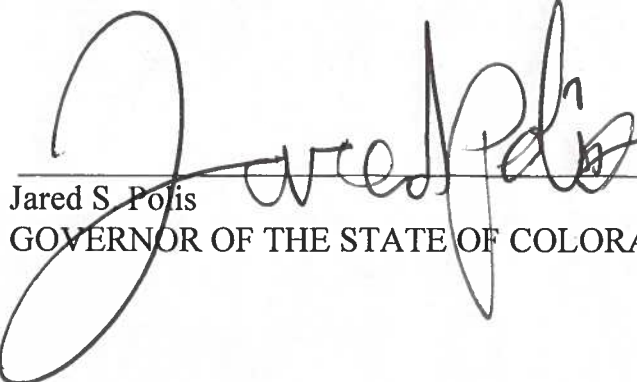

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES


Steve Fenberg
PRESIDENT OF
THE SENATE


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES


Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Monday, May 13th, 2024 at 12:45 pm
(Date and Time)


Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



ATTORNEYS AT LAW

TO: Hon. Mayor Harmon and Members of the City Council
CC: Andrew Marsh, City Administrator
FROM: Carmen Beery
DATE: July 28, 2025
RE: Colorado Opioids Settlements: Approval of additional settlement

On your July 28, 2025 regular business meeting agenda, there is requested action on an opioid settlement participation form concerning the Purdue settlement. This memorandum provides a brief summary of your prior consideration and action on this issue.

Over the past several years, the State of Colorado pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That pursuit included the potential claims that could be asserted by Colorado local governments. In the Fall of 2021, the State Attorney General's Office presented local governments with a memorandum of understanding (MOU) that charted the course of how opioid settlement funds would be divided and distributed within the State as settlements of opioid lawsuits were completed. In late 2021, this Council approved the City's participation in the MOU as well as the City's participation in settlements reached with four (4) defendants: Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen.

In May of 2022, the Council approved the City's participation in a more formal and binding Region 10 Colorado Opioid Intergovernmental Agreement (IGA). Region 10 consists of the local jurisdictions within Clear Creek County, Gilpin County and Jefferson County. The IGA details the procedures used to establish the Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the 2021 MOU.

In April of 2023, the Council approved the City's participation in five (5) additional settlements with Teva, Allergan, Walmart, CVS and Walgreens. In July of 2024, Council approved the City's participation in proposed settlement with The Kroger Company. Now, a settlement with Purdue Pharma and the Sackler family has been negotiated and presented through the State AG's Office. If approved, this would be the eleventh (11th) opioid settlement in which the City has participated. Because the City is already a party to the IGA, the only Council action needed to approve the City's participation in on-going settlements is a motion. The City must act by September 30, 2025 to participate in the Purdue settlement. Staff recommends approval and a suggested motion follows:

Suggested motion: ***"I move to approve the Opioid Settlement Participation and Release Form concerning the Purdue Direct Settlement and authorize the Mayor and Clerk to execute the same."***

Attorneys at Law

710 Kipling Street, Suite 300 Lakewood, Colorado 80215 Main 303.493.6670 Fax 303.945.7960

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Idaho Springs city, CO
Reference Number: CL-1730552

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

The proposed Direct Purdue Settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Idaho Springs city	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: July 28, 2025
Subject: City Administrator Update

Requests for Action:

- Motion to approve a proposal from Historic Rail Adventures, LLC in the amount of \$79,125 to complete the restoration of Train Coach 70 (account #21-61-7042).

Updates:

- Staff and I attended on July 10 with the Clear Creek Metropolitan Recreation District (CCMRD), THK Associates, and the skatepark contractor the bi-weekly progress meeting for the Shelly-Quinn Park Improvements.
- Staff and I met on July 10 with the Colorado Mountain Bike Association (COMBA) regarding progress at Virginia Canyon Mountain Park.
- Attended on July 10 the quarterly meeting of the I-70 Coalition in Keystone.
- The Mayor and I attended on July 10 the quarterly mayors' meeting with Congressman Neguse.
- The Mayor, staff and I attended on July 10 the Community Meeting at Yards Tap House sponsored by the Business and Community Promotions Board.
- Staff and I met on July 11 for a debriefing of the Independence Day festivities.
- Staff and I met on July 11 to discuss proposals for holiday lighting.
- Staff and I attended on July 14 the quarterly meeting of the Historic Sites and Facilities Board.
- Staff and I attended a meeting on July 15 to review plans for the annual Georgetown to Idaho Springs Half Marathon.
- Guy and I attended on July 15 a check-in meeting with Common Knowledge Technology.
- The City Surveyor and I walked the property lines on July 16 of Virginia Canyon Mountain Park and the proposed easement for the reciprocal access road from Santa Fe Mine Road.
- The Mayor, Guy and I attended on July 16 a lunch meeting with staff from the Colorado Tourism Board who toured downtown and the Mighty Argo Cable Car project.
- Staff and I met on July 21 regarding implementation of the Brightly software for work orders and asset management.
- The Mayor and I attended on July 21 the periodic Public Safety Financing meeting with the Clear Creek County, the other municipalities, and the Clear Creek Fire Authority.
- Staff and I attended on July 21 the monthly meeting of the Business and Community Promotions Board.
- The Mayor and staff attended on July 22 the bi-weekly meeting with HDR Engineering regarding design of the downtown Mobility Hub.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 7/28/2025
SUBJECT: Assistant City Administrator Report
ATTACHMENTS: Business & Community Promotions Board
Director Report



REQUEST FOR ACTION

None

Resident Parking signs

On Wednesday, July 16th, staff and representatives from Interstate Parking drove the residential neighborhoods of the City reviewing paid parking signage with an eye towards signs that needed to be replaced, relocated, added or had landscaping performed around them in order to be seen. In all, it was realized that there could be 20-30 new signs added to highlight residential only parking areas. These will be arriving over the next few days.

Resident Parking Registration

The following information about how Idaho Springs residents will register for resident parking was provided by Interstate Parking and will be distributed in the August newsletter among other locations:

Park Idaho Springs is excited to launch a new **Resident Portal** to make managing your household easier than ever. Starting **September 1, 2025**, you'll be able to:

1. Register or update your household info
2. Add or edit vehicle license plates
3. Input visitor license plates all in real time!
4. Receive reminders for permit renewal

This self-service portal is accessible 24/7 from any device and you can make updates in real-time.

You will be able to register and set up your residential permit portal beginning September 1, 2025, from the parkidahosprings.com website. All residents will roll over from the old system and expire 12/31/2025. Registration for the new residential permit portal will be open from September 1st -December 31st.

Wayfinding Grant Kickoff

As Council remembers, the City was awarded a grant from the Office of Economic Development and International Trade (OEDIT) for \$20,000 to develop a branding strategy and wayfinding plan for Idaho Springs. Sadie Schultz is leading this effort, and a kickoff meeting was held on July 23rd with various stakeholders. The goal of this project is to create a unified way-finding plan for the City to help promote a positive visitor experience to Idaho Springs.

Director's Report

Business and Community Promotions Board Meeting

Overview & Key Updates

Over the past month, our collective efforts have continued to drive progress across events, marketing, and tourism initiatives. Most notably, we hosted a successful Fourth of July Town Party, continued the work on the new Visit Idaho Springs website, and began planning for late-summer and fall activations. I have been directly supporting our businesses and brand visibility. I will not be available for the September 15th BCPB meeting and am suggesting we reschedule this to September 22nd.

1. Marketing & Branding Initiatives

a. Visit Idaho Springs Launch

Website: The new Visit Idaho Springs website officially launched June 20 and has already seen strong engagement. We have started work on V2 version that will be rolling out over the next two months. We are currently planning on having the final website finished in alignment with our Brand Launch campaign in Spet/Oct. Below are the site visits from June 20th-July 16th

Key stats

Site sessions

159 ↑ 835%

1 today • 5 yesterday



Unique visitors

117 ↑ 1,850%

1 today • 3 yesterday



Top traffic sources

Direct ↑ 1,144% | 112

Facebook (Organic) 48

Google (Organic) 6

Sessions by location



b. Instagram & Facebook: We have 122 followers on Instagram, below are the followers on FB

Follows ⓘ

230 ↑ 7.6K%

Returning viewers ⓘ

2 ↑ 100%

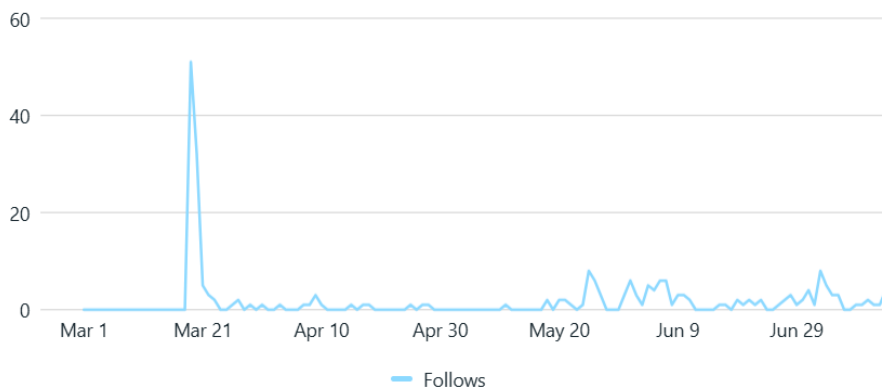
Based on last 28 days

Engaged followers ⓘ

0 0%

Messaging contacts ⓘ

0 0%



Followers breakdown

Mar 1, 2025 – Jul 15, 2025

Unfollows ⓘ

7 ↑ 100%

Net follows ⓘ

223 ↑ 7.3K%

Followers ⓘ

Lifetime

242

c. Brand Asset Rollout

Four branded 10x10 tents were ordered and received ahead of the Fourth of July. These are now part of our event kit and will be used throughout the summer and fall. Branded vinyl barricade signage has been approved and we have been quoted \$136.50 per orange banner and \$102.50 for each green banner. Estimated total cost \$785.50 for all the barriers. They will be installed at 14th, 15th, and 17th Streets, with two variations, one vehicle-visible and one pedestrian-oriented.



d. Slaymaker Cellars 5th Anniversary Block Party

Scheduled for July 26 from 12–9:30 PM, this will be a key summer activation. BCPB approved a \$250 sponsorship for the Great Day Colorado segment was live on July 15th.

e. Dedicated Printer Partnership

I am currently evaluating options for a dedicated printing provider that can consistently meet our Visit Idaho Springs brand standards while offering streamlined access for local businesses. The vision is to establish a centralized vendor capable of producing high-quality branded materials—such as t-shirts, cups, postcards, and signage—with the eventual goal of enabling participating businesses to place direct orders for official merchandise. One potential partner is Happy Llama, who has developed a custom online ordering platform at happyllamainc.com/idahosprings. I am in the process of reviewing their capacity, pricing, and print quality to determine alignment with our goals. This partnership would help ensure a cohesive visual identity across events, retail offerings, and visitor-facing materials.

f. Fall 2025 brand launch Video:

We're partnering with Katydid Media to produce a community video spotlight—and we want to feature you! In addition to tourism-focused video content, we're creating one free, high-quality video for a local group or individual working to make Idaho Springs better for residents. This opportunity is open to non-profits, community resource groups, informal service networks, or neighbor-led initiatives—anyone providing a not-for-profit benefit to the community. The selected applicant will receive a professionally produced video tailored to their mission—whether it's promotional, informational, for fundraising, or something creative we design together. The application deadline is July 31, 2025, and filming will take place in September. Nominate your group or apply here: <https://bit.ly/IdahoSpringsNomination>

This initiative is part of our broader effort to elevate Idaho Springs' identity while celebrating the people who make it special.

g. Wayfinding Grant

We have officially kicked off the wayfinding grant and will have our 1st meeting with the committee on 23rd. Look for more updates soon.

2. Event Planning & Activations

a. Fourth of July Town Party – At-a-Glance

The 2025 Fourth of July Town Party drew strong regional engagement, featuring live music from five bands, carnival games, and participation from dozens of downtown businesses. Over the three-day weekend, citywide visitation reached 73,700—a 1.9% increase year-over-year—while average time spent in market rose to 114 minutes. Although historic downtown foot traffic dipped slightly on July 4, visitor dwell time increased, indicating deeper engagement. Spillover activity at the East End and VCMP demonstrated successful regional draw and trail use. Parking revenue for July 4 rose to \$7,850.75, up from \$7,187.50 in 2024, with a strong turnover rate of 3x per day. Notably, Saturday, July 5 outperformed July 4 in total visits without a headline event, confirming Idaho Springs' growing appeal as a weekend destination. Visa data showed a continued rise in restaurant and experience spending, even as retail and lodging saw declines—highlighting the value of accessible, high-impact events and activations for sustained visitor satisfaction and economic vitality.

- i. Visitors: (July 4): 14.7K (Downtown) 25.4K (citywide)
- ii. Community Response: Positive feedback across all categories, including family activities, music, and safety. Businesses reported strong sales July 4–5. We anticipate planning improvements next year we may want to consider hiring an event staff for 2026.
- iii. Fireworks: 2025 marked the final year of our current fireworks contract. As we begin planning for next year's Fourth of July celebration, we are seeking input from the board on whether to move forward with securing a new fireworks contract. The show continues to be one of the most attended portions of the event and remains a key draw for both residents and visitors. Your support and feedback will help guide the next steps in the negotiation and budgeting process. Are you in support of renewing our fireworks contract for future celebrations?

b. Miner Block Parties

The 1400 Block Party on July 16 featured burro rides, root beer floats, live music, water balloon fights and giveaways. Community response was strong and high engagement from businesses. The next block party will be on August 13, 2025 – 1500 Miner Block Party: theme Carnival Night.

a. **Fall Harvest Festival Sept 27th**

Our signature fall event is taking shape as a “Taste of Idaho Springs” experience, anchored by a community-wide chili cookoff, with a category for professionals and community members. We are in early discussions with Shamrock Foods to sponsor the event by donating ingredients to all participating teams. This year, we are also exploring a fundraising partnership with Clear Creek Metropolitan Recreation District (CCMRD) to support the Skate Park. The event will celebrate the fall season and showcase the best of Idaho Springs through food, beverage, and craft vendors; live music; culinary demos; and interactive workshops. It will also serve as the kickoff for our “Best of Idaho Springs” voting campaign—a fun and engaging way to highlight standout local businesses and community members. More details and vendor applications will be released in early August

3. **Business & Community Engagement**

- a. **Holiday Lighting:** We recently met with Somerset from Colorado Christmas Lights to begin planning for the 2025 Holiday Lighting Program and are currently gathering proposals to review with the board. One exciting development is that Somerset now offers a **permanent lighting program**, which could help us achieve our long-term goal of lighting the entire historic district. We’ll be working closely with this board to finalize the details of the program. Specifically, we’ve requested the following:

i. **Downtown Historic District Permanent Lighting Estimate**

1. Full cost estimate for installing permanent lighting throughout the historic core. Projected wattage usage and monthly electricity costs

ii. **Waterwheel Lighting Proposal**

1. Permanent, color-changing lights on the waterwheel
2. Options for either vendor-led installation or a collaborative install with our Public Works team

These proposals will be shared with the board soon for discussion and input.

b. **Budget Update: Community Promotion – Mid-Year Summary (2025)**

The total working budget for Community Promotion in 2025 is **\$254,080**, supporting director services, branding and marketing development, event programming, beautification, and community engagement efforts. As of this report, **\$132,998.54** has been spent year-to-date across all categories, representing **52.4%** of the total budget. With 50% of the fiscal year complete as of June 30, spending is slightly ahead of pace. However, this is both expected and appropriate due to the timing of several major investments, including the Fourth of July Town Party—our largest and most resource-intensive annual event—as well as branding development, website production, and brand launch video costs.

c. **Key Budget Highlights:** (if you would like a full budget report please let me know)

i. **Website & Marketing Development:**

\$54,790.15 spent of \$87,500 allocation

Includes PR services, branding development, grant match, website design, brand video production, photography, tents, and digital materials

Remaining: \$32,709.85

ii. **Local Events Programming:**

\$3,647.20 spent of \$18,000 allocation

1. Includes Clear Creek Clean-Up, March community meeting, and Fur-ling Fest
2. Fur-ling Fest: \$2,511.36 spent (remainder supported July 4)
3. Block Parties, Fall Harvest Festival, and Tree Lighting remain within planned budgets

iii. **Fourth of July Town Party:**

\$54,764.29 spent of \$50,000 allocation

1. Slight overrun offset by a \$1,000 sponsorship and Fur-ling Fest surplus

iv. **Beautification Program:**

\$6,436.90 spent of \$9,500 allocation

Funds Raised \$1,234 donation to the skatepark (from BCPB flower program)

Remaining: \$3,039.10

d. **Summary Insight:**

We are operating at a healthy and intentional spending pace. The mid-year increase in expenditures reflects strategic investments during our peak visitor season, including marketing rollouts and large-scale community activations. With several programs under budget and fourth-quarter funds reserved, we are well-positioned to support remaining 2025 initiatives while maintaining fiscal balance.

4. **Town Resiliency & Construction Impact**

a. **Traffic & CDOT Updates**

Rock scaling and blasting operations continue Monday through Thursday, 9:00 AM to 3:00 PM, above both eastbound and westbound I-70 between the Veterans Memorial Tunnels and Homestead Road. These operations may cause intermittent traffic holds and delays. CDOT remains committed to minimizing disruptions and has provided regular communication updates. For a visual overview of the full project scope and design, CDOT has released a project rendering video, which can be accessed here: [Here is a link](#) Please encourage your networks to sign up for real-time alerts by texting “floydhill” to 21000.

b. **Sales Tax Trends & Insights**

- i. January 2025: \$357,076.65 (-2.39%)
- ii. February 2025: \$363,464.19 (+4.12%)
- iii. March 2025: \$400,737.88 (-0.40%)
- iv. April 2025: \$341,153.08 (+9.86%)
- v. May 2025: \$356,129.94 (+2.79%)
- vi. **YTD (Jan–May 2025): \$1,818,561.68 (+2.50% over 2024 YTD)**

	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	\$400,737.88	-0.40%	0.36%	1,121,278.72	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	\$341,153.02	9.86%	2.43%	1,462,431.74	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	\$356,129.94	2.79%	2.50%	1,818,561.68	1,774,270.38

- vii. **Key Takeaway:** Our summer activations and enhanced branding efforts are contributing to sustained sales tax performance. Increased regional attention—via the website, CDOT program, and event visibility—continues to support resiliency during construction and detour impacts.

TO: Mayor and City Council
CC: Assistant City Administrator Guy Patterson
 City Administrator Andrew Marsh
FROM: Wonder Martell, Deputy City Clerk
DATE: July 28th, 2025
SUBJECT: Clerk School Training Take Away
ATTACHMENTS: none



BACKGROUND

I was granted the opportunity to attend clerk school this year in order to move forward in my adventure to become a Certified Municipal Clerk (CMC). This training was done by Regis University, and it was held at the Fort Collins Marriott. Training lasted five days and began at 7 am and usually ended at 8 to 8:30 pm. Depending on a person's experience, it can take up to three years of attending clerk school in order to get the credits needed to become certified. There are other ways to get credit, like work experience, attending conferences, past life-work experience and other training/education someone has if it's relatable to the position. I would like to highlight some things that I took away that made an impact on me during this training. There were 140 municipal clerks that attended this year, this was a record number of attendees. My pod/pack, as I affectionally called it, were clerks from Greenwood Village, Fraser, Lochbuie, Granby, Eagle and Platteville.

Take Aways

The first session was very inspiring and mostly spoke about how we live our lives. To do things the best we can even if others do not. How important it is to define ourselves, be present live now and don't miss the "here".

Then there are records. Many municipal clerks have created a records inventory sheet, which is a list that names who the custodian of the record is (like who has it in their email for example), the repositor (how long it must be retained), the format of the record (PDF, WORD for example) restrictions if any (part of a legal hold) and the volume of the document (size). This was explained to be a very helpful tool in keeping track of records and making sure there is communal participation in the destruction of records per the retention schedule.

Did you know elections are always held on a Tuesday and only on Tuesday? This is because a law was passed in 1845 to set a single election day for the entire country. In 1845 the United States was a largely agrarian society. Farmers made up the majority of the labor force and November was a good time to vote as the harvest was over but the weather was still mild. Very interesting.

Then there was Kevin Bommer with CML on Municipalities Matter. There are three different types of governmental municipalities in Colorado. Statutory, Home Rule and Territorial Charter. Georgetown is the only municipality that operates under Territorial Charter. CML is nonpartisan and was created in April of 1923. The point of CML is to Protect, Engage and Lead, as well as being advocates for information and training. Home Rule Charter really took off in the 50's and the first woman was elected to CML in 1964. A lot of municipalities are moving towards Home Rule as there is a lot of state mandate

fatigue. There is a good book at CML called Bobs Rules of Order which I have downloaded and can be distribute this electronically if anyone has any interest is looking it over or having it for reference.

There was talk about the public making public comment, being a bit uncomfortable with stating their home address in order to make comment. How a few municipalities have handled this is by allowing the public to state their name and identify as either a resident, a business owner or a non-resident. This did not apply to Public Hearings for these other municipalities however, the name and home address are still required for the hearings.

I was a bit inspired by a municipality that has the kids from their school come to meeting and give council updates on their school and how its going for them. This can educate the kids on governmental process and would also allow council to know what the kids think about what's happening in their school. This is a great way to teach government and to involve the kids in the process of how things get decided.

I volunteered to be a councilmember at the Mock Council meeting. I was up at the dais and we had many different public comments come up regarding our Mock City's Ordinance to remove the ban on fireworks. Volunteer clerks came to the podium with all different opinions about this. Some yelling, some crying, some bringing their children, some bringing their dogs. It was actually a bit emotional having to listen to the public regarding their very strong opinions on the fireworks. Gave me a different view.

While at the institute, we had to write on big poster boards what we were responsible for in our community. No other clerks at this institute handles any building permits or street permits. Also Idaho Springs was the only municipality that has an extended stay licensing program that was present at the institute, and a lot of other places showed a lot of interest in that and asked for our muni code so they could look it up. I also got a lot of positive feedback on the City of Idaho Springs having a 60 day lead for special events, I was told that was brilliant.

It was very nice being surrounded by a lot of other humans that are trying to juggle the many hats that us clerks have. I felt really supported and I learned a lot, by a lot of first hand experience stories. I'll end with we had a movie night and the movie that was selected was All the Queens Horses. It's a documentary and I highly recommend that it be watched. It is municipality related.



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: July 24, 2025
Subject: Staff Report for July 28, 2025

Request for Action: None

Chief Buseck Attended:

07/11/25	-	July 4 th After Action review
07/15/25	-	Georgetown to Idaho Springs Half Marathon planning
	-	Police Station pre-construction
07/17/25	-	Jeffcom911 Board of Directors
	-	Georgetown to Idaho Springs Half Marathon planning
	-	CCHAT Community Committee
07/20/25	-	Kraemer North America fundraiser 5K for Clear Creek Advocates
07/21/25	-	Brightly system
	-	Business and Community Promotions Board
07/22/25	-	Co-responder Symposium presentation meeting
	-	Police Station pre-construction

Training:

07/24/25: Records Coordinator attended a Records Management Symposium (Lakewood, CO)

Upcoming Training:

08/18/25-08/22/25: One officer will attend a Firearms Instructor Course- Erie, CO

08/19/25: One Sgt. and one officer will attend a GLOCK Armor Course- Brighton, CO

08/25/25-08/29/25: Two officers will attend C.I.T. (Crisis Intervention Training)- Centennial, CO

Code Enforcement:

- Addressing overgrown weed complaints
- Follow-up on **67** (YTD) tows for owner retrieval

Staffing:

- ISPD has one patrol vacancy
- ISPD is conducting new hire oral boards on July 30, 2025

Significant Incidents:

On July 14th, 2025, ISPD officers were dispatched to the 1900 block of Miner Street following reports of a male subject yelling and throwing objects inside a local business. Upon arrival, officers located the individual, who was visibly upset about staffing issues at the establishment. The subject reportedly threw a bagel at a staff member and displaced several books from a bookshelf during the incident. At the request of the business, the subject was issued a formal trespass notice by ISPD officers. He was advised that returning to the premises would result in criminal trespassing charges.

On July 20, 2025, an ISPD officer observed a male suspect known to law enforcement operating a vehicle despite having revoked driving privileges. The officer followed the vehicle into a nearby drive-through restaurant. Upon noticing the officer, the driver abruptly exited the drive-through lane and began driving recklessly through the restaurant's parking lot. The officer contacted the driver, who admitted to being under the influence of methamphetamine and marijuana. A records check was conducted on the passenger, also known to law enforcement. The check revealed an active warrant out of Clear Creek County for dangerous drugs. The passenger was placed under arrest on the outstanding warrant. The driver was arrested and charged with DUI, driving while revoked, reckless driving, expired vehicle registration, and no proof of insurance.

On July 20, 2025, an ISPD officer conducted a traffic stop on eastbound Interstate 70 near mile marker 241 after observing a vehicle failing to maintain its lane and displaying expired registration plates. During the stop, the officer contacted the driver and immediately noted signs of impairment, consistent with alcohol and/or drug use. In plain view inside the vehicle, the officer observed an AR-15-style rifle and a pistol. When questioned, the driver admitted to recent cocaine use and acknowledged the potential presence of additional narcotics in the vehicle. The driver was transported to a nearby hospital for medical evaluation and was subsequently issued a summons for DUI, careless driving, open container, and other traffic-related violations. Following the incident, ISPD obtained a search warrant for the vehicle. The search led to the discovery of approximately 11 grams of illegal narcotics and drug paraphernalia commonly associated with substance use. At the conclusion of the search warrant, the officer applied for a felony warrant for the male suspect for unlawful possession of a controlled substance and felony possession of a deadly weapon in connection with narcotics.

On July 23, 2025, an Idaho Springs Police Department officer was conducting a business check in the 1300 block of Miner Street when they were alerted to an active felony warrant associated with a license plate. The officer observed two individuals entering the vehicle at a nearby convenience store. While backing out of a parking space, the vehicle nearly struck a pedestrian in the lot. Due to the felony warrant and the unsafe driving behavior, a traffic stop was initiated. Upon identifying the occupants, it was discovered that the male driver was operating the vehicle with revoked driving privileges. The female passenger was found to have an active felony drug warrant out of Las Animas County. During a search of the female incident to arrest, the officer located a small amount of suspected narcotics in her pocket and drug paraphernalia in her purse. She was arrested on the active warrant and additionally charged with possession of narcotics and drug paraphernalia. The male driver was issued a warning for driving while revoked.



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: 7/28/2025

Re. STAFF REPORT WATER FACILITIES DEPARTMENT

Move to approve Paving of Wall st. by A-Fast patch in the amount of \$104,500.00 from line item #23-00-6016

Move to approve Idaho St. sanitary sewer line hook up to new main in the amount of \$64,950 to Apex Underground a sub contractor to Mountain West contractors from Line Item #52-72-7901

Move to approve Demolition of buildings located at 103 Idaho Springs rd (AKA Ball Park Storage yard) to Empire Demolition in the amount of \$18,760.00 from line item #21-00-6032.

Move to approve Demolition of building located at 1856 Colorado Blvd. (AKA Get Gassed) to Empire Demolition in the amount of \$10,370.00 from line item#59-70-7901

Move to approve contract at the Water Treatment Facility with Browns Hill Engineering for a vSaaS support and equipment for the amount of \$46,630.00 down and \$3109.00 a month for 5 years.

Move to approve contract at the Water Resource Reclamation Facility with Browns Hill Engineering for a vSaaS support and equipment for the amount of \$65,157.00 down and \$4344.00 a month for 5 years.

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	1.03	0.58	8.3

- Paving area between Digester and WRRF complete
- Reactor #2 repair - Continued transfer and process solids.

WATER

<i>Disinfectant Byproducts</i>	<i>TOC</i>	<i>COAGULANT dose</i>	<i>TOC removal</i>	<i>CL2 dose Actual</i>	<i>HAA5 Annual average</i>	<i>TTHM Annual average</i>
<i>Goal</i>	<i><2</i>		<i>25%</i>	<i>system residual (0.83)</i>	<i><60</i>	<i><80</i>
<i>Current</i>	<i>1.8</i>	<i>18</i>	<i>38%</i>	<i>Demand 1.8</i>	<i>33.1</i>	<i>32.6</i>

- *Montane Tank Construction started*
- *Idaho Spring reservoir active*
- *Air compressor repair – Update running additional issues found – still in progress*
- *Rockfall mitigation Pre bid meeting*

Public works

- *Offers made to 3 new hires Maintenance 1*
- *Ball Park storage cleanout/ Demo plan*
- *Get gassed Demo plan*

Streets

- *East end parking plan/ crosswalks*
- *Virgina Canyon/ Virgina St paving – final walkthrough/ punch list complete*
- *Street sign repairs*

Parks

- *4 points park meetings*
- *Trees removed Cemetery*

Distribution/ Collection

- *Miner St/ Idaho Diagonal sewer main plan*
- *Locates, locates, locates Excel power pole replacements*
- *Continued Service line material survey*
- *Fire Hydrant maintenance*



Outlook

Wall street Asphalt Paving

From hank binder <hank@a-fastpatchinc.com>
Date Tue 6/17/2025 2:10 PM
To Ed Sigward <esigward@idahospringsco.com>

Ed

Pricing as follows

A-Fast Patch proposes the following

Grading wall street for 3" compacted asphalt to insure drainage away from doors and property on the uphill side of wall street. Grade to accommodate for asphalt. And compact subgrade grade .

Grade 14th street to widen to accommodate for wider turn radius at wall street. Mill along Virginia st for smooth tie-in at the intersection.

Grade 16th street from Wall st to Virginia to accommodate for 3" asphalt, including milling at Virginia for smooth tie-in.

Pave with Hotmix asphalt 3" compacted asphalt Wall Street approx 530'x10'.

Pave 14th approx 125'x14'x3"

Pave 16th st approx 158'x14'x3"

City of Idaho Springs to supply dump site for haul off of spoils for grading/drainage correction. City to provide water source for soil for compaction.

Price excludes excessive subgrade prep, due to soft or pumping subgrade, Layout, testing, permits, fees etc

Total price \$104,500

Respectfully

Hank Binder
Owner A-Fast-Patch inc



PROPOSAL

PROPOSAL SUBMITTED TO: Benjamin Kovach Mountain West Contractors 2483 W Peakview Ct Littleton, CO 80120	PHONE AND EMAIL: Main: (315) 374-6054 bkovach@mwcontractors.net	WORK TO BE PERFORMED AT: Miner St. - 11th Ave. Sewer Replacements Idaho Springs, CO 80452
--	--	--

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

1019 Miner St. - \$14,500

Excavation and installation of a new 4" sanitary sewer line from the existing wye located on property, and running to a new tap connection on the 8" city main sewer line (up to 25' of pipe, up to 8' deep).

1027 Miner St. - \$14,500

Excavation and installation of a new 4" sanitary sewer line from the existing cleanout located on property, and running to a new tap connection on the 8" city main sewer line (up to 25' of pipe, up to 8' deep).

1023 Miner St. - \$7,750

Excavation and installation of a new 4" sanitary sewer line from the fence line, and running to a new tap connection on the 8" city main sewer line (up to 5' of pipe, up to 8' deep).

1027 Miner St. (closest to Miner St.) - \$14,100

Excavation and installation of a new 4" sanitary sewer line from the fence line, and running to a new tap connection on the 8" city main sewer line (up to 10' of pipe, up to 8' deep).

1039 Miner St. - \$14,100

Excavation and installation of a new 4" sanitary sewer line from the fence line, and running to a new tap connection on the 8" city main sewer line (up to 10' of pipe, up to 8' deep).

1047 Miner St. - \$14,100

Excavation and installation of a new 4" sanitary sewer line from the fence line, and running to a new tap connection on the 8" city main sewer line (up to 10' of pipe, up to 8' deep).

918 Miner St. - \$28,000

Excavation and installation of a new 4" sanitary sewer line from just in front of the brick retaining wall, up to and including a new tap connection on the 8" city main sewer line (up to 40' of pipe, up to 12' deep).

- Includes:
- Backfill with native soil and road base
 - Machine compaction of backfill, as needed
 - Box shoring
 - Installation of 4" double wye cleanouts to grade with landscape covers (where applicable)
 - Hauling and disposal of debris, site cleanup

Proposal is based on information provided by the customer.
Price and scope of work subject to verification of line location by Apex Plumbing.

Work carries a one year warranty against defects in material or improper installation.

- *Exclusions:
- Flowable backfill
 - Traffic control
 - Hardscape replacement
 - Bed rock
 - Bypass pumping
 - Construction water
 - Staking of lines
 - Compaction testing
 - Hazardous material handling
 - Ground water
 - Landscape
 - Engineering
 - Tap fees
 - Night or weekend work
 - Any items not listed above

**Subject to approved drawings.

***Subject to public and private utility locates.

****Tax included at 10.55%

*****Apex is not responsible for any fencing needing to be removed for access.

*****Permits included up to \$200 in cost.

*****Homeowners to have any personal items removed, prior to job start.

one hundred seven thousand fifty dollars and no/100

\$107,050.00

With payments to be made as follows:

Respectfully Submitted

Net 30

Jack Varuska
Apex Plumbing

Apex Plumbing (Apex) will attempt to restore the existing landscape to the best of our ability. Apex is not responsible for replacement of any landscaping to original condition. Apex will not be responsible for the repair or replacement of sprinkler lines cut during the excavation described on this proposal. Apex will not be responsible for the operation or performance of the customer's sprinkler system, or private utilities, or for damage or delays caused by unstable soil, ground water, cave-ins, unmarked private, or mislocated public utilities or any other unforeseen complications. Apex is not responsible for property damage caused by missed tie-ins not identified by the sewer scope or disclosed by the customer. This includes but is not limited to trenchless pipe replacement or rerouting of the existing line. Apex will perform a sewer scope to identify any tie-ins throughout the sewer line to the best of our ability. Additional work beyond that described on this proposal will be subject to additional charges. Invoice balance is due in full upon completion of work as described on this proposal. Any invoice not paid when due, will accrue interest at the rate of 18% per annum. Apex is entitled to an award of collection fees, attorney's fees, and any and all costs incurred to collect all unpaid balances.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. A cancellation fee of 10% plus fees (permits, locates, credit card fees) may apply if job is canceled after acceptance of this proposal.

Date

Signature



Empire Demolition & Property Services, LLC

PO Box 1849 Idaho Springs, CO 80452

(303) 564-1118

empireco.demolition@gmail.com

empiredemolitionps.com

July 15, 2025

To: City of Idaho Springs

Attn: Ed esigward@idahospringsco.com

Re: City of Idaho Springs Storage Area

Bid Description

- Remove metal garage and large shed in yard
- Remove all concrete foundation walls and slab pertaining to building
- Remove trees in corner of fenced lot
- Remove fence on one side
- Remove all trash in yard
- Remove large concrete block on side of metal garage
- Remove concrete barriers
- Grade lot for parking (It will not be graded out but will be good to park on)

Total Cost

\$18,760.00

***Payment due upon completion**

This bid is based on all salvage, steel, copper, etc. is the property of Empire Demolition and Property Services LLC

Price Does Not Include

- *Permitting (Unless stated above) *Disconnection of any water or sewer (unless stated above)**
- *Disconnection of any utilities *Work in public right of way *Temporary sanitary facilities**
- *Temporary fencing *Removal of asbestos and hazardous materials, or other contaminated materials *Pumping of any materials**

Not responsible for any damages caused by equipment or trucks including but not limited to

***Concrete slabs *Sidewalk *Curbs *Asphalt *Lawns *Landscape**

***Toilet must be present during project per OSHA guidelines and laws**

Owner/ Contractor Acceptance

Printed Name

Date

Thank you,
Russ Hamel



Empire Demolition & Property Services, LLC

PO Box 1849 Idaho Springs, CO 80452

(303) 564-1118

empireco.demolition@gmail.com

empiredemolitionps.com

July 15, 2025

To: City of Idaho Springs

Attn: Ed esigward@idahospringsco.com

Re: 1856 Colorado Blvd Idaho Springs, CO 80452

Bid Description

- Demolition and removal of existing building and shed to right side
- Remove all concrete foundations and slab
- Remove front sidewalk against building

Total Cost

\$10,370.00

***Payment due upon completion**

This bid is based on all salvage, steel, copper, etc. is the property of Empire Demolition and Property Services LLC

Price Does Not Include

- *Permitting (Unless stated above) *Disconnection of any water or sewer (unless stated above)**
- *Disconnection of any utilities *Work in public right of way *Temporary sanitary facilities**
- *Temporary fencing *Removal of asbestos and hazardous materials, or other contaminated materials *Pumping of any materials**

Not responsible for any damages caused by equipment or trucks including but not limited to

***Concrete slabs *Sidewalk *Curbs *Asphalt *Lawns *Landscape**

***Toilet must be present during project per OSHA guidelines and laws**

Owner/ Contractor Acceptance

Printed Name

Date

Thank you,
Russ Hamel

vSaaS™ SERVICES AGREEMENT

Parties and Contacts	
Browns Hill Engineering & Controls, LLC 8130 Shaffer Parkway, Suite A Littleton, CO 80127 Attn: Matt Ballard E-mail: mdballard @BrownsHillEng.com Referred to herein as "Browns Hill"	Idaho Springs WTP 1711 Miner Street Idaho Springs, CO 80452 Attn: Ed Sigward, Public Works Director E-mail: esigward@idahospringsco.com Referred to herein as "Idaho Springs"

Whereas Browns Hill and IDAHO SPRINGS desire to enter into an agreement beneficial to both parties and to establish a framework for an ongoing relationship, this vSaaS™ Services Agreement ("vSaaS™ Services Agreement") is entered into between Browns Hill and IDAHO SPRINGS, effective on the date that it is signed by both parties ("Effective Date").

1. **Agreement.** Effective on the Effective Date, Browns Hill shall provide to IDAHO SPRINGS the capabilities, features and functions of Human Machine Interface/Supervisory Control and Data Acquisition ("HMI/SCADA") as a service, to manage and control the functions provided by IDAHO SPRINGS to its customers (collectively the "Services"). The Services will be provided through the system described in Exhibit A ("System") at the IDAHO SPRINGS locations determined by IDAHO SPRINGS and Browns Hill and set forth on Exhibit A ("Locations"). The Services will be provided beginning on a date determined jointly by Browns Hill and IDAHO SPRINGS to be the date that the functions provided by IDAHO SPRINGS to its customers will be transitioned from IDAHO SPRINGS's existing system, if any, to the System ("System Implementation Date"). During the Term of this vSaaS™ Services Agreement, Browns Hill shall provide the Services at the rates and terms set forth on Exhibit B to this vSaaS™ Services Agreement.
2. **Initial Setup.** After the Effective Date, Browns Hill will install, configure, and otherwise prepare the equipment described on Exhibit A, and configure the System to prepare it for implementation. Browns Hill shall notify IDAHO SPRINGS once the System is ready for implementation, and the parties shall jointly determine the System Implementation Date. Implementation will be conducted by Browns Hill in cooperation with IDAHO SPRINGS, and IDAHO SPRINGS shall ensure that the necessary IDAHO SPRINGS staff are available to assist with implementation as determined necessary by Browns Hill.
3. **Browns Hill Obligations after Implementation.** Starting on the System Implementation Date, Browns Hill commits to providing the following as part of the Services:

System Management. Browns Hill will provide overall management of the System to allow it to function as appropriate for IDAHO SPRINGS. This includes:

- i. Interfacing with the broadband service provider to resolve issues related to internet outages and other issues concerning internet services to the Location(s) for the System Equipment if the internet service is provided by Browns Hill.

- ii. troubleshooting and monitoring of all items listed in Exhibit A.
- a. *System Equipment Maintenance.* Browns Hill will maintain the System Equipment. This includes:
 - i. Maintenance and replacement of the devices described on Exhibit A;
 - ii. Hardware and software updates, configuration, and reconfiguration as necessary, and
 - iii. Any licensing required to use and operate the System Equipment.
- b. *Backup.* Browns Hill will provide backup services and will maintain and troubleshoot the backup services.
- c. *Monitoring.* As set forth in Exhibit C, Browns Hill will provide active monitoring of network quality and status of the System Equipment.
- d. *Damage from Causes Outside of Browns Hill's Control.* Browns Hill will provide maintenance, service, installation, repair, replacement, and testing of System Equipment at the Location(s) for damage resulting from the causes listed in this Subsection (3)(d). Any damage resulting from any or all of the causes listed in this Subsection (3)(d) and which must be repaired/replaced and tested, must be repaired/replaced and tested by Browns Hill, at the rates set forth in Exhibit B - Extracurricular Service" plus actual costs (travel to and from the Location(s), lodging near the Location(s), car rental, and any other related out of pocket costs). The costs of any equipment or software determined necessary or advisable by Browns Hill to replace the equipment or software which is part of the System shall be borne by IDAHO SPRINGS and shall be purchased by Browns Hill and provided at Brown's Hill's actual cost. The causes listed in this Subsection (3)(d) are:
 - i. Force Majeure, i.e., factors outside the control of Browns Hill and/or IDAHO SPRINGS, including, but not limited to natural disasters, extreme weather events, war, acts of terrorism, criminal acts, riots, strikes or other labor disturbance, government action or Acts of God;
 - ii. Utility failures (regardless of the cause of the utility failure), including telecommunications failures;
 - iii. Failure of IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS): (a) to observe directions in the user's manual, instructions, or the like for any System Equipment, (b) to observe instructions from Browns Hill, or (c) any other incorrect use or inappropriate operation by IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS);
 - iv. Modifications to devices, repairs, or attempted repairs to devices without written authorization by Browns Hill (including any considered by IDAHO SPRINGS to be required because of emergency, unless the emergency is caused by Browns Hill), or repairs or replacements or attempted repairs or replacements to System Equipment which are not performed in accordance

with written authorization by Browns Hill;

- e. **Work Required Outside This Services Agreement.** In the event one or more components of the System Equipment are damaged by work performed by another party not commissioned by Browns Hill, Browns Hill will maintain, service, install, repair, replace and test the affected System Equipment. This includes, but is not limited to, warranty maintenance, service, installation, repair, replacement and/or testing, if the relevant manufacturer's warranty requires an authorized company to perform the same to the devices and Browns Hill is not an authorized company. If Browns Hill is required to participate in any such maintenance, service, installation, repair, replacement or testing, such work will be done at Browns Hill's current service rates at the time the work is performed, plus costs (travel to and from the Location(s), lodging near the Location(s), car rental, and any other related out-of-pocket costs).
4. **Exceptions to Browns Hill's Obligations.** Notwithstanding any provision of this vSaaS™ Services Agreement to the contrary, Browns Hill shall not be obligated to provide any of the following services to IDAHO SPRINGS:
- a. *Application Software.* Licensing, updating, developing, and monitoring of application software which is not included in the System.
 - b. *Web Servers.* Setup of web servers, web server development, and web server verification with respect to such equipment or software which is not included in the System.
 - c. *Video.* Video monitoring and recovery with respect to equipment or software which is not included in the System.
 - d. *VoIP.* Configuration, troubleshooting, and monitoring with respect to such equipment or software which is not included in the System.
 - e. *Cosmetic Work.* Any maintenance, service, installation, repair, replacement and/or testing of solely cosmetic defects which do not affect the operation of devices included in the System Equipment.
 - f. *Equipment which is Not part of the System.* Repair, replace and test damage requiring maintenance, service, installation, repair, replacement and/or testing of equipment which is not included in the System.
5. **Service Level Agreement.** Attached hereto as Exhibit C is a Service Level Agreement executed of even date herewith, the terms of which are incorporated by this reference into this vSaaS™ Services Agreement.
6. **Reports.** Browns Hill shall provide the reports described in this Section to IDAHO SPRINGS from time to time during the term of this vSaaS™ Services Agreement. Such reports shall be provided in the format and by the method determined jointly by Browns Hill and IDAHO SPRINGS.
- a. *Standard Reports.* The cost of producing these reports is included in the compensation set forth on Exhibit B.

- i. Operational - Hourly, Daily and Monthly, Itemized and Summary of major operational parameters, e.g., Flow/Volume, Level, Pressure, etc. These reports shall be produced and delivered electronically as required.
 - ii. Regulatory - Hourly, Daily and Monthly, Itemized and Summary of measured parameters as required by relevant regulation and suitable for official submission to regulatory agency. These reports shall be produced and delivered electronically as required.
 - iii. Alarm Summary - Hourly, Daily and Monthly. These reports shall be produced and delivered electronically as required.

- 7. Repairs/Claims. Browns Hill shall notify IDAHO SPRINGS immediately of any and all damage caused by Browns Hill to IDAHO SPRINGS property and that of third parties. Browns Hill will promptly repair or, at IDAHO SPRINGS's option, reimburse IDAHO SPRINGS for the repair of any damage to property caused by Browns Hill or its employees, agents, or equipment. Browns Hill agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

- 8. Ownership of IDAHO SPRINGS Data. As used in this Section, the term "IDAHO SPRINGS Data" shall include data: (i) which describes the operations of IDAHO SPRINGS, (ii) electronic records which IDAHO SPRINGS maintains or is required to maintain to provide services to its customers, (iii) its business or statistical information created or maintained by or on behalf of IDAHO SPRINGS, and any measurement, transaction, or determination related to the services provided by IDAHO SPRINGS to its customers. IDAHO SPRINGS Data shall include any of the above which are generated by the System or which Browns Hill may have access to in the course of providing the Services. IDAHO SPRINGS shall be the "Asset Owner" and shall own all IDAHO SPRINGS Data.
 - a. IDAHO SPRINGS hereby grants to Browns Hill a nonexclusive, nontransferable, worldwide:
 - i. license to use the IDAHO SPRINGS Data for the sole purpose of providing the Service and maintaining the System, including the internal distribution of IDAHO SPRINGS Data;
 - ii. license to reproduce, display or distribute IDAHO SPRINGS Data as required to produce the Reports required by Section 6 above.
 - b. All IDAHO SPRINGS Data shall be maintained as confidential by Browns Hill and shall be used only for the purposes described herein. Browns Hill agrees that none of the IDAHO SPRINGS Data may be disclosed in any fashion to any other

person or entity, regardless of their relationship, until written approval of such disclosure has been obtained from IDAHO SPRINGS. In the event Browns Hill receives a subpoena or other court order to divulge IDAHO SPRINGS Data to a third party, Browns Hill shall notify IDAHO SPRINGS as soon as possible in order to provide IDAHO SPRINGS an opportunity to address such subpoena or court order.

9. Confidentiality and Conflicts

- a. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with IDAHO SPRINGS, Browns Hill agrees to notify IDAHO SPRINGS of conflicts known to Browns Hill that impact Browns Hill's provision of Services to IDAHO SPRINGS.

10. Compensation. IDAHO SPRINGS shall pay to Browns Hill for all services rendered hereunder and all equipment, hardware and software purchased for IDAHO SPRINGS as provided herein during the Term, the amounts determined according to the rates and terms set forth on Exhibit B. Browns Hill will supply invoices to the address listed herein. Invoices are due the first day of the month of the lease period identified on the face of the invoice.

11. Term of Agreement. The Term of this vSaaS™ Services Agreement ("Term") shall commence on the System Implementation Date. The Minimum Agreement Term shall be sixty (60) months. Thereafter, a new vSaaS™ Services Agreement shall be executed, except either party may, after the Minimum Agreement Term, terminate this Agreement, providing sixty (60) days written notice is supplied.

12. Buy-Out. Browns Hill stands behind the System, the Services and believes IDAHO SPRINGS will be satisfied with both. Notwithstanding, the following provisions are given to ensure IDAHO SPRINGS's satisfaction:

- a. After the first twelve (12) months of the Term of the vSaaS™ Service Agreement, IDAHO SPRINGS may elect to purchase some components used to provide the Service. This right is limited to equipment used locally to provide the Service, e.g., radios, modems, enclosures, etc. The internet-based components are specifically excluded. Nevertheless, comparable components to the internet-based components can be purchased from Browns Hill. The purchase price of said components will be via quote from Browns Hill to IDAHO SPRINGS upon request by IDAHO SPRINGS.

13. Liability; Indemnification.

- a. Subject to the protections and limitations of the Colorado Governmental Immunity Act, which is expressly not waived, IDAHO SPRINGS shall and does hereby agree to indemnify, protect, defend with counsel approved by Browns Hill, and hold harmless Browns Hill, and its officers, directors, employees, representatives and agents (collectively "Browns Hill Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from Browns Hill Indemnitees presence on the Location(s), which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of IDAHO SPRINGS, anyone directly or indirectly employed by IDAHO SPRINGS or anyone for whose acts IDAHO SPRINGS may be responsible or liable. The provisions of this Section shall not be construed to eliminate

or reduce any other indemnification or right which any Browns Hill Indemnatee has by law.

- b. Each party entitled to indemnification hereunder shall serve written notice of the claim for indemnification, along with supporting documentation, on the party from whom the indemnification is sought hereunder. The indemnifying party shall have the right to defend any litigation, action, suit, demand, or claim for which indemnification may be sought unless the indemnified party elects to defend any such litigation. If the indemnifying party defends the litigation, action, suit, demand or claim, the indemnified party shall extend reasonable cooperation in connection with such defense, which shall be at the indemnifying party's sole expense. If the indemnifying party fails to defend the same within a reasonable period of time, the indemnified party shall be entitled to assume the defense thereof, and the indemnifying party shall be liable to repay the indemnified party for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper. If the indemnifying party shall not have the right to assume the defense of any litigation, action, suit, demand, or claim in accordance with either of the two preceding sentences, the indemnified parties shall have the absolute right to control the defense of such litigation, action, suit, demand, or claim; provided, however, that litigation, action, suit, demand, or claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event the indemnified party assumes the defense of any such litigation, action, suit, demand, or claim, the indemnified party shall keep the indemnifying party reasonably informed of the progress of any such defense (including any proposed compromise or settlement).
- c. Assignment and Subcontractors. Browns Hill shall not assign this vSaaS™ Services Agreement or parts thereof for its respective duties, without the express written consent of IDAHO SPRINGS. Notwithstanding the foregoing, IDAHO SPRINGS acknowledges and agrees that Browns Hill may use subcontractors to perform the Services, in Browns Hill's discretion. Browns Hill is solely and fully responsible to IDAHO SPRINGS for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor.
- d. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. Prior to producing copies of this vSaaS™ Services Agreement or any documents reflecting Browns Hill's pricing for the services provided hereunder, IDAHO SPRINGS shall provide Browns Hill with the reasonable right to direct a denial of the right of inspection for any document or portion of a document for which inspection may be denied under the provisions of the Colorado Open Records Act, including, but not limited to, any document or portion of a document which contains trade secrets, privileged information, and confidential commercial or financial data under § 24-72- 204(3)(a)(IV) or any other provision of the Colorado Open Records Act.
- e. Tax Exempt Status. IDAHO SPRINGS is exempt from Colorado state sales and use taxes. Accordingly, taxes from which IDAHO SPRINGS is exempt shall not be included in any invoices submitted to IDAHO SPRINGS. IDAHO SPRINGS shall, upon request, furnish Contractor with a copy of its certificate of tax exemption.

14. Miscellaneous.

- a. Anti-discrimination. Browns Hill is an equal opportunity employer, and agrees not to discriminate against any employee, contractor or applicant for employment or contract labor because of race, creed, color, national origin, sex, sexual orientation, age, physical defect or disability, or any other class of person legally protected in the jurisdiction where Browns Hill is located with regard to but not limited to employment upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, or selection for training. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and Browns Hill represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.
- b. Litigation. Browns Hill shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of IDAHO SPRINGS to furnish timely information or to approve or disapprove of Browns Hill's Services in a timely manner.
- c. Prior Agreements; Amendments. This Agreement and any Addenda hereto contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this vSaaS™ Services Agreement, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. All such documents shall be considered one integrated agreement. This agreement can be amended by mutual agreement of both parties. However, no provision of this vSaaS™ Services Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In addition, both parties agree that from time to time this agreement will be reviewed by both parties to assure it continues to perform to the mutual satisfaction of both parties. This vSaaS™ Services Agreement shall not be effective or binding on any party until fully executed by all parties hereto.
- d. Independent Contractor Status. Browns Hill is an independent contractor and nothing in this Agreement shall constitute or designate Browns Hill or any of its employees or agents as employees or agents of IDAHO SPRINGS. Browns Hill shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from IDAHO SPRINGS and shall be responsible for supervising its own employees or subcontractors.
- e. Attorney Fees, Costs and Expenses. In the event any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this vSaaS™ Services Agreement, the prevailing party shall be entitled to payment of all costs, expenses and attorney fees incurred, including those incurred on appeal and for collection of a judgment.
- f. Authority. IDAHO SPRINGS represents and warrants that it has the power to enter into this vSaaS™ Services Agreement; that all procedures required for the authorization and execution of this vSaaS™ Services Agreement, including

competitive bidding, if applicable, have been taken or complied with; that all payments made hereunder will be paid out of funds which are legally available for such purposes. Any and all financial obligations of IDAHO SPRINGS under this vSaaS Services Agreement are subject to IDAHO SPRINGS’s annual budget and appropriations process and requirements.

- g. Cessation of Service for Non-Appropriation of Funds. In the event IDAHO SPRINGS does not appropriate funds for this vSaaS agreement, Lessor shall:
 - i. Be notified immediately
 - ii. Have 30 days to discontinue service and recover all associated equipment
 - iii. Be compensated for all labor, subscription and equipment costs incurred to that point of the lease, including a profit not to exceed 10% of costs incurred.
- h. Lien Rights. Browns Hill acknowledges and agrees that IDAHO SPRINGS is a political subdivision of the State of Colorado and, as such, neither Browns Hill nor any of its subcontractors, if any, shall have lien rights against IDAHO SPRINGS, nor against any property owned by IDAHO SPRINGS in the event of nonpayment of any amount due under the vSaaS Services Agreement.
- i. Authority to Execute. The individual executing this vSaaS™ Services Agreement warrants to Browns Hill that such person has sufficient authority to bind IDAHO SPRINGS. Such individual represents and warrants that he or she has the power and authority to execute and deliver this vSaaS™ Services Agreement on behalf of IDAHO SPRINGS.

Browns Hill Engineering & Controls, LLC:	Idaho Springs – Water Treatment Plant
By: _____	By: _____
Matt Ballard Chief Operating Officer	Ed Sigward Public Works Director
Date: _____	Date: _____

EXHIBIT A
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS

DESCRIPTION OF SYSTEM

This Exhibit is incorporated into the vSaaS™ Services Agreement referenced above. The Services will be provided through a " cloud -based" platform, hosted by a third-party provider determined in the sole discretion of Browns Hill.

This platform will be accessed with broadband ethernet-based communications to process control locations using devices and equipment determined by Browns Hill. Such devices and equipment used to access the platform may be owned by either Browns Hill or IDAHO SPRINGS. Collectively the devices and equipment used in the System shall be referred to as "System Equipment". The devices and equipment listed below on this Exhibit are provided for use by IDAHO SPRINGS to allow Browns Hill to provide the Services. This equipment is owned by Browns Hill, and title to such equipment shall not pass to IDAHO SPRINGS unless purchased by IDAHO SPRINGS using the Buy-Out right.

Any non-substantial adjustments to the System within sixty (60) days after the System Implementation Date will be done at no cost; after sixty (60) days any adjustments to the System will be performed at the rates set forth on Exhibit B.

The System provides the Service at the City's **Water Treatment Plant located at 3403 Highway 103, Idaho Springs, CO 80452**. The following lists the equipment comprising the System. Any equipment added by Browns Hill, or which replaces the equipment described below will be owned by Browns Hill as well.

WATER TREATMENT PLANT

QTY.	HMI/SCADA DESCRIPTION
2	BHEC vSaaS™ Edge Servers (1 Primary, 1 Redundant)
1	Fortigate Firewall
1	Presenter Computer
2	Presenter Monitors
1	Apple Tablet

In addition, Browns Hill provides unlimited access to the vSaaS™ platform for IDAHO SPRINGS personnel with capabilities for real time monitoring and control, visualization, historical data storage and trending, reports, and alarms/notifications.

IDAHO SPRINGS shall provide electrical power and a secure location for Browns Hill equipment.

Sign & Date:

Browns Hill Engineering & Controls, LLC

Idaho Springs – Water Treatment Plant

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

EXHIBIT B
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS - WATER TREATMENT PLANT

VSAAS™ SERVICES AGREEMENT TERMS SCHEDULE

This Exhibit is executed pursuant to that vSaaS™ Services Agreement (the "vSaaS™ Services Agreement") referenced above. Capitalized terms defined in the vSaaS™ Services Agreement shall have the same meaning in this Exhibit. The terms set forth below are incorporated into the vSaaS™ Services Agreement by this reference.

Down payment: \$46,630.00; due upon Execution of this Agreement.

Minimum Term of vSaaS™ Services Agreement: Sixty (60) months.

Monthly Service Fee: \$3,109.00; due on the first day of each calendar month

Payment Method: _____ [check, credit card, EFT, etc.]

Monthly Service Start Date: The parties will mutually determine when the vSaaS solution is deployed and operational. The System Implementation Declaration will designate the month in which this occurs and denote the first month of the contract term for purposes of billing the monthly service fee.

System Modifications: If substantive changes to the system are requested by IDAHO SPRINGS after sixty (60) days from the System Implementation Date, Browns Hill will quote the price for said changes to IDAHO SPRINGS using then current Browns Hill Standard Labor Rates, plus equipment and supplies. IDAHO SPRINGS may elect to pay for these changes via a one-time fee or an increase in the Monthly Service Fee at IDAHO SPRINGS's discretion.

Extracurricular Service: Browns Hill will provide maintenance, service, installation, repair, replacement, and testing of System Equipment at the Location(s) for damage resulting from causes outside of Browns Hill's control (see Subsection (3)(d)) at Browns Hill's labor cost, plus incurred actual costs for material, travel, and supplies. These costs will be borne by IDAHO SPRINGS.

Sign & Date:

Browns Hill Engineering & Controls, LLC

IDAHO SPRINGS – Water Treatment Plant

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

EXHIBIT C
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS – WATER TREATMENT PLANT

SERVICE LEVEL AGREEMENT
vSaaS™ Services Agreement

This agreement is entered into between Browns Hill and IDAHO SPRINGS in conjunction with a "vSaaS™ Services Agreement" of even date herewith ("vSaaS™ Services Agreement") whereby IDAHO SPRINGS engages Browns Hill Engineering & Controls, LLC ("Browns Hill") to maintain certain equipment defined as the "System Equipment" in the vSaaS™ Services Agreement. This Service Level Agreement ("SLA") is an integral part of the vSaaS™ Services Agreement and the terms of this SLA are incorporated into the vSaaS™ Services Agreement; all capitalized terms defined in the vSaaS™ Services Agreement (including its exhibits) shall have the same meaning in this SLA as in the vSaaS™ Services Agreement. This SLA is effective on the Effective Date, continuing until the last day of the Term of the vSaaS™ Services Agreement.

1. Service. Browns Hill provides financial backing to its commitment to achieve and maintain the Service Levels described herein for the System Equipment. The terms of this SLA will not be modified during the vSaaS™ Services Agreement Term unless by mutual agreement.

2. Definitions.

a. "Available" means the overall system that is comprised in part by the System Equipment is able to perform all of the functions necessary to fulfill the Intended Use. If this system is not able to perform all of such functions due to any reason described in Section 8 below, the system that is comprised in part by the System Equipment shall still be considered Available. If the System is not able to provide such functions because of (i) an Incident which commenced with one of the causes set forth in Subsections 4.c to 4.k (inclusive) below, and which cause was subsequently cured, but (ii) which triggered a period of Downtime because the System is not Available for reasons not set forth in Subsections 4.c to 4.k (inclusive) below, the System shall be considered Available during the entire period even though the Intended Use may not be fulfilled during such period.

b. "Downtime" means a period during which the overall system that is comprised in part by the System Equipment is not Available, and a backup system or components of a backup system cannot be employed to operate the overall system to make the overall system Available to authorized users of the System Equipment. A period of Downtime begins upon IDAHO SPRINGS notification to Browns Hill, preferably a Trouble Ticket. Downtime ends when Browns Hill has determined that the System Equipment is once again Available to all authorized users. Browns Hill will provide a copy of the Trouble Ticket, including a calculation of the System Downtime with respect to the Incident reported on the Trouble Ticket, within a reasonable period of time after the System Equipment becomes Available. All Downtime shall be classified as set forth in Section 5 below.

c. "Incident" means (i) any single event, or (ii) any set or series of events, which result in Downtime for which notification is made to Browns Hill. An incident may also simply be the discovery by IDAHO SPRINGS that a function of the System Equipment is not working properly.

d. "Intended Use" means the reasonable performance of the physical functions which the System Equipment, as an integrated system, is providing as of the System Equipment Acceptance Date. Performance hereunder shall be determined on a system wide basis, not on an individual component basis. Performance hereunder shall also be determined without reference to the Property described in Exhibit A to the Lease.

e. "Scheduled Downtime" means periods when any or all of the functions of the System Equipment necessary to fulfill the Intended Use cannot be used by IDAHO SPRINGS, because of repairs, maintenance or replacements being performed by Browns Hill as set forth in Section 4.j below.

f. "Trouble Ticket" shall mean either an electronic or physical document which contains the information described in Section 4 below. Electronic tickets may either be submitted electronically (i.e., through Browns Hill's website, Ignition, or as specified by Browns Hill) or verbally (either by telephone or in person). If an electronic Trouble Ticket is submitted to Browns Hill, it will be considered received by Browns Hill upon completion of its submission by IDAHO SPRINGS. If IDAHO SPRINGS submits the information required by Section 4 below verbally (either by telephone or in person), the Trouble Ticket will be considered received by Browns Hill upon completion of the physical Trouble Ticket by a representative of Browns Hill after the information described in Section 4 below is provided to such representative.

3. Trouble Ticket. In the event of an Incident, IDAHO SPRINGS must submit a "Trouble Ticket" to Browns Hill. The Trouble Ticket must include the following information:

- a. A detailed description of the Incident;
- b. Detailed descriptions of IDAHO SPRINGS's attempts to resolve the Incident at the time of occurrence (subject to the provisions of Section 3(a) of the vSaaS™ Services Agreement.
- c. The Trouble Ticket must be submitted electronically (i.e., through Browns Hill's website, <https://vsaaS.vmscada.com:58043/data/perspective/client/Support>), unless IDAHO SPRINGS determines that the Incident requires emergency resolution. In that event, the Trouble Ticket may be submitted verbally (either by telephone or in person) to Browns Hill at the telephone number provided to IDAHO SPRINGS.

4. Limitations. If the System Equipment is unable to fulfill the Intended Use solely for any of the reasons set forth in this Section (either a single reason or a combination of such reasons), the System Equipment shall still be considered Available. The reasons set forth in this Section are:

- a. During all Scheduled Downtime described in Section j below.
- b. Any issues discovered by Browns Hill through its monitoring, maintaining, or repairing of the System Equipment, which are resolved by Browns Hill through Scheduled Downtime or otherwise without a loss of function.
- c. Any Incident caused by factors outside the control of Browns Hill and/or IDAHO SPRINGS, including, but not limited to, natural disasters, extreme weather events, war, acts of terrorism, criminal acts, riots, strikes or other labor disturbance, government action or Acts of God.
- d. Any Incident caused by utility failures (regardless of the cause of the utility failure), including telecommunications failures;
- e. Any Incident caused by modifications to System Equipment, repairs, or attempted repairs to System

Equipment without written authorization by Browns Hill (including any considered by IDAHO SPRINGS to be required because of emergency, unless the emergency is caused by Browns Hill), or repairs or replacements or attempted repairs or replacements to System Equipment which are not performed in accordance with written authorization by Browns Hill;

- f. Any Incident which results from a failure of IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS) to observe applicable safety regulations or guidelines which result in or contribute to the need for such repairs or replacement; or
- g. Any Incident which results from IDAHO SPRINGS's use of the System Equipment in a manner not consistent with any written or verbal instructions from Browns Hill to IDAHO SPRINGS.
- h. Any Incident which results from IDAHO SPRINGS's unauthorized action or lack of action when required, or from IDAHO SPRINGS's employees, agents, contractors, or vendors, or anyone gaining access to the System Equipment.
- i. Any Incident which results from IDAHO SPRINGS's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use which are communicated from Browns Hill to IDAHO SPRINGS.
- j. Any Incident which results from the failure, malfunction, unavailability or inadequacy of components or services otherwise necessary for the System Equipment to function properly, but which components or services are not provided by Browns Hill and are not part of the System Equipment. This includes, but is not limited to, valves, switches, gates, communications, internet service, telephone service, transport facilities, utility power, HVAC, security, and the like.
- k. Any Incident which results, directly or indirectly, solely or in conjunction with any other cause, from the interaction (directly or indirectly) between System Equipment and equipment on IDAHO SPRINGS's Location which is not System Equipment.

5. Scheduled Downtime. During the Term, Scheduled Downtime will be necessary for Browns Hill to repair, maintain or replace the System Equipment, perform required or advisable maintenance to the System Equipment or to correct situations which may affect Availability of the System Equipment.

6. Regular Scheduled Downtime. Browns Hill will notify IDAHO SPRINGS at least ten (10) business days prior to the commencement of Scheduled Downtime. Such notification will advise IDAHO SPRINGS of the exact date and time the Scheduled Downtime will commence, and the expected duration of the Scheduled Downtime. Browns Hill will endeavor to provide notification by telephone that the Scheduled Downtime is about to commence and confirm completion of all prerequisites to the work to be accomplished during the Scheduled Downtime. Browns Hill will also notify IDAHO SPRINGS by telephone or e-mail when the Scheduled Downtime has ended.

7. IDAHO SPRINGS Requested Downtime. If IDAHO SPRINGS requires the System Equipment to be down for its own purposes, IDAHO SPRINGS shall notify Browns Hill via email or telephone with as much notice as possible.

8. Exclusions to System Equipment Monitoring. Browns Hill shall not be responsible for monitoring the local control operations of IDAHO SPRINGS (e.g. the opening and closing of valves). Browns Hill shall have no liability for the effects of any local control actions, failures, or alarms.

9. Response Time. Browns Hill commits to the following response times to Trouble Tickets submitted by IDAHO SPRINGS to Browns Hill:

- a. Browns Hill shall respond by email to IDAHO SPRINGS within sixty (60) minutes of receipt of a

Trouble Ticket, to acknowledge receipt of the Trouble Ticket and advise IDAHO SPRINGS that the Trouble Ticket has been assigned to a technician for resolution.

- b. Browns Hill shall determine the steps necessary to resolve the Trouble Ticket within twenty-four (24) hours of receipt of the Trouble Ticket. This determination may be made either remotely, or by on-site support. If installation of equipment or software is needed, Browns Hill will schedule such installation within 1-2 business days of the equipment's delivery, unless such equipment is already in stock.

Sign & Date:

Browns Hill Engineering & Controls, LLC

IDAHO SPRINGS – Water Treatment Plant

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

vSaaS™ SERVICES AGREEMENT

Parties and Contacts	
Browns Hill Engineering & Controls, LLC 8130 Shaffer Parkway, Suite A Littleton, CO 80127 Attn: Matt Ballard E-mail: mdballard @BrownsHillEng.com Referred to herein as "Browns Hill"	Idaho Springs WWTP 1711 Miner Street Idaho Springs, CO 80452 Attn: Ed Sigward, Public Works Director E-mail: esigward@idahospringsco.com Referred to herein as "Idaho Springs"

Whereas Browns Hill and IDAHO SPRINGS desire to enter into an agreement beneficial to both parties and to establish a framework for an ongoing relationship, this vSaaS™ Services Agreement ("vSaaS™ Services Agreement") is entered into between Browns Hill and IDAHO SPRINGS, effective on the date that it is signed by both parties ("Effective Date").

1. **Agreement.** Effective on the Effective Date, Browns Hill shall provide to IDAHO SPRINGS the capabilities, features and functions of Human Machine Interface/Supervisory Control and Data Acquisition ("HMI/SCADA") as a service, to manage and control the functions provided by IDAHO SPRINGS to its customers (collectively the "Services"). The Services will be provided through the system described in Exhibit A ("System") at the IDAHO SPRINGS locations determined by IDAHO SPRINGS and Browns Hill and set forth on Exhibit A ("Locations"). The Services will be provided beginning on a date determined jointly by Browns Hill and IDAHO SPRINGS to be the date that the functions provided by IDAHO SPRINGS to its customers will be transitioned from IDAHO SPRINGS's existing system, if any, to the System ("System Implementation Date"). During the Term of this vSaaS™ Services Agreement, Browns Hill shall provide the Services at the rates and terms set forth on Exhibit B to this vSaaS™ Services Agreement.
2. **Initial Setup.** After the Effective Date, Browns Hill will install, configure, and otherwise prepare the equipment described on Exhibit A, and configure the System to prepare it for implementation. Browns Hill shall notify IDAHO SPRINGS once the System is ready for implementation, and the parties shall jointly determine the System Implementation Date. Implementation will be conducted by Browns Hill in cooperation with IDAHO SPRINGS, and IDAHO SPRINGS shall ensure that the necessary IDAHO SPRINGS staff are available to assist with implementation as determined necessary by Browns Hill.
3. **Browns Hill Obligations after Implementation.** Starting on the System Implementation Date, Browns Hill commits to providing the following as part of the Services:

System Management. Browns Hill will provide overall management of the System to allow it to function as appropriate for IDAHO SPRINGS. This includes:

- i. Interfacing with the broadband service provider to resolve issues related to internet outages and other issues concerning internet services to the Location(s) for the System Equipment if the internet service is provided by Browns Hill.

- ii. troubleshooting and monitoring of all items listed in Exhibit A.
- a. *System Equipment Maintenance.* Browns Hill will maintain the System Equipment. This includes:
 - i. Maintenance and replacement of the devices described on Exhibit A;
 - ii. Hardware and software updates, configuration, and reconfiguration as necessary, and
 - iii. Any licensing required to use and operate the System Equipment.
- b. *Backup.* Browns Hill will provide backup services and will maintain and troubleshoot the backup services.
- c. *Monitoring.* As set forth in Exhibit C, Browns Hill will provide active monitoring of network quality and status of the System Equipment.
- d. *Damage from Causes Outside of Browns Hill's Control.* Browns Hill will provide maintenance, service, installation, repair, replacement, and testing of System Equipment at the Location(s) for damage resulting from the causes listed in this Subsection (3)(d). Any damage resulting from any or all of the causes listed in this Subsection (3)(d) and which must be repaired/replaced and tested, must be repaired/replaced and tested by Browns Hill, at the rates set forth in Exhibit B - Extracurricular Service" plus actual costs (travel to and from the Location(s), lodging near the Location(s), car rental, and any other related out of pocket costs). The costs of any equipment or software determined necessary or advisable by Browns Hill to replace the equipment or software which is part of the System shall be borne by IDAHO SPRINGS and shall be purchased by Browns Hill and provided at Brown's Hill's actual cost. The causes listed in this Subsection (3)(d) are:
 - i. Force Majeure, i.e., factors outside the control of Browns Hill and/or IDAHO SPRINGS, including, but not limited to natural disasters, extreme weather events, war, acts of terrorism, criminal acts, riots, strikes or other labor disturbance, government action or Acts of God;
 - ii. Utility failures (regardless of the cause of the utility failure), including telecommunications failures;
 - iii. Failure of IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS): (a) to observe directions in the user's manual, instructions, or the like for any System Equipment, (b) to observe instructions from Browns Hill, or (c) any other incorrect use or inappropriate operation by IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS);
 - iv. Modifications to devices, repairs, or attempted repairs to devices without written authorization by Browns Hill (including any considered by IDAHO SPRINGS to be required because of emergency, unless the emergency is caused by Browns Hill), or repairs or replacements or attempted repairs or replacements to System Equipment which are not performed in accordance

with written authorization by Browns Hill;

- e. **Work Required Outside This Services Agreement.** In the event one or more components of the System Equipment are damaged by work performed by another party not commissioned by Browns Hill, Browns Hill will maintain, service, install, repair, replace and test the affected System Equipment. This includes, but is not limited to, warranty maintenance, service, installation, repair, replacement and/or testing, if the relevant manufacturer's warranty requires an authorized company to perform the same to the devices and Browns Hill is not an authorized company. If Browns Hill is required to participate in any such maintenance, service, installation, repair, replacement or testing, such work will be done at Browns Hill's current service rates at the time the work is performed, plus costs (travel to and from the Location(s), lodging near the Location(s), car rental, and any other related out-of-pocket costs).
4. **Exceptions to Browns Hill's Obligations.** Notwithstanding any provision of this vSaaS™ Services Agreement to the contrary, Browns Hill shall not be obligated to provide any of the following services to IDAHO SPRINGS:
- a. *Application Software.* Licensing, updating, developing, and monitoring of application software which is not included in the System.
 - b. *Web Servers.* Setup of web servers, web server development, and web server verification with respect to such equipment or software which is not included in the System.
 - c. *Video.* Video monitoring and recovery with respect to equipment or software which is not included in the System.
 - d. *VoIP.* Configuration, troubleshooting, and monitoring with respect to such equipment or software which is not included in the System.
 - e. *Cosmetic Work.* Any maintenance, service, installation, repair, replacement and/or testing of solely cosmetic defects which do not affect the operation of devices included in the System Equipment.
 - f. *Equipment which is Not part of the System.* Repair, replace and test damage requiring maintenance, service, installation, repair, replacement and/or testing of equipment which is not included in the System.
5. **Service Level Agreement.** Attached hereto as Exhibit C is a Service Level Agreement executed of even date herewith, the terms of which are incorporated by this reference into this vSaaS™ Services Agreement.
6. **Reports.** Browns Hill shall provide the reports described in this Section to IDAHO SPRINGS from time to time during the term of this vSaaS™ Services Agreement. Such reports shall be provided in the format and by the method determined jointly by Browns Hill and IDAHO SPRINGS.
- a. *Standard Reports.* The cost of producing these reports is included in the compensation set forth on Exhibit B.

- i. Operational - Hourly, Daily and Monthly, Itemized and Summary of major operational parameters, e.g., Flow/Volume, Level, Pressure, etc. These reports shall be produced and delivered electronically as required.
 - ii. Regulatory - Hourly, Daily and Monthly, Itemized and Summary of measured parameters as required by relevant regulation and suitable for official submission to regulatory agency. These reports shall be produced and delivered electronically as required.
 - iii. Alarm Summary - Hourly, Daily and Monthly. These reports shall be produced and delivered electronically as required.

- 7. Repairs/Claims. Browns Hill shall notify IDAHO SPRINGS immediately of any and all damage caused by Browns Hill to IDAHO SPRINGS property and that of third parties. Browns Hill will promptly repair or, at IDAHO SPRINGS's option, reimburse IDAHO SPRINGS for the repair of any damage to property caused by Browns Hill or its employees, agents, or equipment. Browns Hill agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

- 8. Ownership of IDAHO SPRINGS Data. As used in this Section, the term "IDAHO SPRINGS Data" shall include data: (i) which describes the operations of IDAHO SPRINGS, (ii) electronic records which IDAHO SPRINGS maintains or is required to maintain to provide services to its customers, (iii) its business or statistical information created or maintained by or on behalf of IDAHO SPRINGS, and any measurement, transaction, or determination related to the services provided by IDAHO SPRINGS to its customers. IDAHO SPRINGS Data shall include any of the above which are generated by the System or which Browns Hill may have access to in the course of providing the Services. IDAHO SPRINGS shall be the "Asset Owner" and shall own all IDAHO SPRINGS Data.
 - a. IDAHO SPRINGS hereby grants to Browns Hill a nonexclusive, nontransferable, worldwide:
 - i. license to use the IDAHO SPRINGS Data for the sole purpose of providing the Service and maintaining the System, including the internal distribution of IDAHO SPRINGS Data;
 - ii. license to reproduce, display or distribute IDAHO SPRINGS Data as required to produce the Reports required by Section 6 above.
 - b. All IDAHO SPRINGS Data shall be maintained as confidential by Browns Hill and shall be used only for the purposes described herein. Browns Hill agrees that none of the IDAHO SPRINGS Data may be disclosed in any fashion to any other

person or entity, regardless of their relationship, until written approval of such disclosure has been obtained from IDAHO SPRINGS. In the event Browns Hill receives a subpoena or other court order to divulge IDAHO SPRINGS Data to a third party, Browns Hill shall notify IDAHO SPRINGS as soon as possible in order to provide IDAHO SPRINGS an opportunity to address such subpoena or court order.

9. Confidentiality and Conflicts

- a. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with IDAHO SPRINGS, Browns Hill agrees to notify IDAHO SPRINGS of conflicts known to Browns Hill that impact Browns Hill's provision of Services to IDAHO SPRINGS.

10. Compensation. IDAHO SPRINGS shall pay to Browns Hill for all services rendered hereunder and all equipment, hardware and software purchased for IDAHO SPRINGS as provided herein during the Term, the amounts determined according to the rates and terms set forth on Exhibit B. Browns Hill will supply invoices to the address listed herein. Invoices are due the first day of the month of the lease period identified on the face of the invoice.

11. Term of Agreement. The Term of this vSaaS™ Services Agreement ("Term") shall commence on the System Implementation Date. The Minimum Agreement Term shall be sixty (60) months. Thereafter, a new vSaaS™ Services Agreement shall be executed, except either party may, after the Minimum Agreement Term, terminate this Agreement, providing sixty (60) days written notice is supplied.

12. Buy-Out. Browns Hill stands behind the System, the Services and believes IDAHO SPRINGS will be satisfied with both. Notwithstanding, the following provisions are given to ensure IDAHO SPRINGS's satisfaction:

- a. After the first twelve (12) months of the Term of the vSaaS™ Service Agreement, IDAHO SPRINGS may elect to purchase some components used to provide the Service. This right is limited to equipment used locally to provide the Service, e.g., radios, modems, enclosures, etc. The internet-based components are specifically excluded. Nevertheless, comparable components to the internet-based components can be purchased from Browns Hill. The purchase price of said components will be via quote from Browns Hill to IDAHO SPRINGS upon request by IDAHO SPRINGS.

13. Liability; Indemnification.

- a. Subject to the protections and limitations of the Colorado Governmental Immunity Act, which is expressly not waived, IDAHO SPRINGS shall and does hereby agree to indemnify, protect, defend with counsel approved by Browns Hill, and hold harmless Browns Hill, and its officers, directors, employees, representatives and agents (collectively "Browns Hill Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from Browns Hill Indemnitees presence on the Location(s), which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of IDAHO SPRINGS, anyone directly or indirectly employed by IDAHO SPRINGS or anyone for whose acts IDAHO SPRINGS may be responsible or liable. The provisions of this Section shall not be construed to eliminate

or reduce any other indemnification or right which any Browns Hill Indemnatee has by law.

- b. Each party entitled to indemnification hereunder shall serve written notice of the claim for indemnification, along with supporting documentation, on the party from whom the indemnification is sought hereunder. The indemnifying party shall have the right to defend any litigation, action, suit, demand, or claim for which indemnification may be sought unless the indemnified party elects to defend any such litigation. If the indemnifying party defends the litigation, action, suit, demand or claim, the indemnified party shall extend reasonable cooperation in connection with such defense, which shall be at the indemnifying party's sole expense. If the indemnifying party fails to defend the same within a reasonable period of time, the indemnified party shall be entitled to assume the defense thereof, and the indemnifying party shall be liable to repay the indemnified party for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper. If the indemnifying party shall not have the right to assume the defense of any litigation, action, suit, demand, or claim in accordance with either of the two preceding sentences, the indemnified parties shall have the absolute right to control the defense of such litigation, action, suit, demand, or claim; provided, however, that litigation, action, suit, demand, or claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event the indemnified party assumes the defense of any such litigation, action, suit, demand, or claim, the indemnified party shall keep the indemnifying party reasonably informed of the progress of any such defense (including any proposed compromise or settlement).
- c. Assignment and Subcontractors. Browns Hill shall not assign this vSaaS™ Services Agreement or parts thereof for its respective duties, without the express written consent of IDAHO SPRINGS. Notwithstanding the foregoing, IDAHO SPRINGS acknowledges and agrees that Browns Hill may use subcontractors to perform the Services, in Browns Hill's discretion. Browns Hill is solely and fully responsible to IDAHO SPRINGS for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor.
- d. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. Prior to producing copies of this vSaaS™ Services Agreement or any documents reflecting Browns Hill's pricing for the services provided hereunder, IDAHO SPRINGS shall provide Browns Hill with the reasonable right to direct a denial of the right of inspection for any document or portion of a document for which inspection may be denied under the provisions of the Colorado Open Records Act, including, but not limited to, any document or portion of a document which contains trade secrets, privileged information, and confidential commercial or financial data under § 24-72- 204(3)(a)(IV) or any other provision of the Colorado Open Records Act.
- e. Tax Exempt Status. IDAHO SPRINGS is exempt from Colorado state sales and use taxes. Accordingly, taxes from which IDAHO SPRINGS is exempt shall not be included in any invoices submitted to IDAHO SPRINGS. IDAHO SPRINGS shall, upon request, furnish Contractor with a copy of its certificate of tax exemption.

14. Miscellaneous.

- a. Anti-discrimination. Browns Hill is an equal opportunity employer, and agrees not to discriminate against any employee, contractor or applicant for employment or contract labor because of race, creed, color, national origin, sex, sexual orientation, age, physical defect or disability, or any other class of person legally protected in the jurisdiction where Browns Hill is located with regard to but not limited to employment upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, or selection for training. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and Browns Hill represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.
- b. Litigation. Browns Hill shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of IDAHO SPRINGS to furnish timely information or to approve or disapprove of Browns Hill's Services in a timely manner.
- c. Prior Agreements; Amendments. This Agreement and any Addenda hereto contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this vSaaS™ Services Agreement, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. All such documents shall be considered one integrated agreement. This agreement can be amended by mutual agreement of both parties. However, no provision of this vSaaS™ Services Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In addition, both parties agree that from time to time this agreement will be reviewed by both parties to assure it continues to perform to the mutual satisfaction of both parties. This vSaaS™ Services Agreement shall not be effective or binding on any party until fully executed by all parties hereto.
- d. Independent Contractor Status. Browns Hill is an independent contractor and nothing in this Agreement shall constitute or designate Browns Hill or any of its employees or agents as employees or agents of IDAHO SPRINGS. Browns Hill shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from IDAHO SPRINGS and shall be responsible for supervising its own employees or subcontractors.
- e. Attorney Fees, Costs and Expenses. In the event any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this vSaaS™ Services Agreement, the prevailing party shall be entitled to payment of all costs, expenses and attorney fees incurred, including those incurred on appeal and for collection of a judgment.
- f. Authority. IDAHO SPRINGS represents and warrants that it has the power to enter into this vSaaS™ Services Agreement; that all procedures required for the authorization and execution of this vSaaS™ Services Agreement, including

competitive bidding, if applicable, have been taken or complied with; that all payments made hereunder will be paid out of funds which are legally available for such purposes. Any and all financial obligations of IDAHO SPRINGS under this vSaaS Services Agreement are subject to IDAHO SPRINGS's annual budget and appropriations process and requirements.

- g. Cessation of Service for Non-Appropriation of Funds. In the event IDAHO SPRINGS does not appropriate funds for this vSaaS agreement, Lessor shall:
 - i. Be notified immediately
 - ii. Have 30 days to discontinue service and recover all associated equipment
 - iii. Be compensated for all labor, subscription and equipment costs incurred to that point of the lease, including a profit not to exceed 10% of costs incurred.
- h. Lien Rights. Browns Hill acknowledges and agrees that IDAHO SPRINGS is a political subdivision of the State of Colorado and, as such, neither Browns Hill nor any of its subcontractors, if any, shall have lien rights against IDAHO SPRINGS, nor against any property owned by IDAHO SPRINGS in the event of nonpayment of any amount due under the vSaaS Services Agreement.
- i. Authority to Execute. The individual executing this vSaaS™ Services Agreement warrants to Browns Hill that such person has sufficient authority to bind IDAHO SPRINGS. Such individual represents and warrants that he or she has the power and authority to execute and deliver this vSaaS™ Services Agreement on behalf of IDAHO SPRINGS.

Browns Hill Engineering & Controls, LLC:

By: _____

Matt Ballard
Chief Operating Officer

Date: _____

Idaho Springs – WWTP

By: _____

Ed Sigward
Public Works Director

Date: _____

EXHIBIT A
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS WWTP

DESCRIPTION OF SYSTEM

This Exhibit is incorporated into the vSaaS™ Services Agreement referenced above. The Services will be provided through a " cloud -based" platform, hosted by a third-party provider determined in the sole discretion of Browns Hill.

This platform will be accessed with broadband ethernet-based communications to process control locations using devices and equipment determined by Browns Hill. Such devices and equipment used to access the platform may be owned by either Browns Hill or IDAHO SPRINGS. Collectively the devices and equipment used in the System shall be referred to as "System Equipment". The devices and equipment listed below on this Exhibit are provided for use by IDAHO SPRINGS to allow Browns Hill to provide the Services. This equipment is owned by Browns Hill, and title to such equipment shall not pass to IDAHO SPRINGS unless purchased by IDAHO SPRINGS using the Buy-Out right.

Any non-substantial adjustments to the System within sixty (60) days after the System Implementation Date will be done at no cost; after sixty (60) days any adjustments to the System will be performed at the rates set forth on Exhibit B.

The System provides the Service at the City's **Wastewater Treatment Plant located at 980 County Road 314, Idaho Springs, CO 80452**. The following lists the equipment comprising the System. Any equipment added by Browns Hill, or which replaces the equipment described below will be owned by Browns Hill as well.

WASTEWATER TREATMENT PLANT

QTY.	HMI/SCADA DESCRIPTION
2	BHEC vSaaS™ Edge Servers (1 Primary, 1 Redundant)
1	Fortigate Firewall
2	Presenter Computers
4	Presenter Monitors
3	Apple Tablets

In addition, Browns Hill provides unlimited access to the vSaaS™ platform for IDAHO SPRINGS personnel with capabilities for real time monitoring and control, visualization, historical data storage and trending, reports, and alarms/notifications.

IDAHO SPRINGS shall provide electrical power and a secure location for Browns Hill equipment.

Sign & Date:

Browns Hill Engineering & Controls, LLC

Idaho Springs – WWTP

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

EXHIBIT B
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS - WASTEWATER TREATMENT PLANT

VSAAS™ SERVICES AGREEMENT TERMS SCHEDULE

This Exhibit is executed pursuant to that vSaaS™ Services Agreement (the "vSaaS™ Services Agreement") referenced above. Capitalized terms defined in the vSaaS™ Services Agreement shall have the same meaning in this Exhibit. The terms set forth below are incorporated into the vSaaS™ Services Agreement by this reference.

Down payment: \$65,157.00; due upon Execution of this Agreement.

Minimum Term of vSaaS™ Services Agreement: Sixty (60) months.

Monthly Service Fee: \$4,344.00; due on the first day of each calendar month

Payment Method: _____ [check, credit card, EFT, etc.]

Monthly Service Start Date: The parties will mutually determine when the vSaaS solution is deployed and operational. The System Implementation Declaration will designate the month in which this occurs and denote the first month of the contract term for purposes of billing the monthly service fee.

System Modifications: If substantive changes to the system are requested by IDAHO SPRINGS after sixty (60) days from the System Implementation Date, Browns Hill will quote the price for said changes to IDAHO SPRINGS using then current Browns Hill Standard Labor Rates, plus equipment and supplies. IDAHO SPRINGS may elect to pay for these changes via a one-time fee or an increase in the Monthly Service Fee at IDAHO SPRINGS's discretion.

Extracurricular Service: Browns Hill will provide maintenance, service, installation, repair, replacement, and testing of System Equipment at the Location(s) for damage resulting from causes outside of Browns Hill's control (see Subsection (3)(d)) at Browns Hill's labor cost, plus incurred actual costs for material, travel, and supplies. These costs will be borne by IDAHO SPRINGS.

Sign & Date:

Browns Hill Engineering & Controls, LLC

IDAHO SPRINGS – WWTP

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

EXHIBIT C
TO
vSaaS™ SERVICES AGREEMENT
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
IDAHO SPRINGS – WASTEWATER TREATMENT PLANT

SERVICE LEVEL AGREEMENT
vSaaS™ Services Agreement

This agreement is entered into between Browns Hill and IDAHO SPRINGS in conjunction with a "vSaaS™ Services Agreement" of even date herewith ("vSaaS™ Services Agreement") whereby IDAHO SPRINGS engages Browns Hill Engineering & Controls, LLC ("Browns Hill") to maintain certain equipment defined as the "System Equipment" in the vSaaS™ Services Agreement. This Service Level Agreement ("SLA") is an integral part of the vSaaS™ Services Agreement and the terms of this SLA are incorporated into the vSaaS™ Services Agreement; all capitalized terms defined in the vSaaS™ Services Agreement (including its exhibits) shall have the same meaning in this SLA as in the vSaaS™ Services Agreement. This SLA is effective on the Effective Date, continuing until the last day of the Term of the vSaaS™ Services Agreement.

1. Service. Browns Hill provides financial backing to its commitment to achieve and maintain the Service Levels described herein for the System Equipment. The terms of this SLA will not be modified during the vSaaS™ Services Agreement Term unless by mutual agreement.

2. Definitions.

a. "Available" means the overall system that is comprised in part by the System Equipment is able to perform all of the functions necessary to fulfill the Intended Use. If this system is not able to perform all of such functions due to any reason described in Section 8 below, the system that is comprised in part by the System Equipment shall still be considered Available. If the System is not able to provide such functions because of (i) an Incident which commenced with one of the causes set forth in Subsections 4.c to 4.k (inclusive) below, and which cause was subsequently cured, but (ii) which triggered a period of Downtime because the System is not Available for reasons not set forth in Subsections 4.c to 4.k (inclusive) below, the System shall be considered Available during the entire period even though the Intended Use may not be fulfilled during such period.

b. "Downtime" means a period during which the overall system that is comprised in part by the System Equipment is not Available, and a backup system or components of a backup system cannot be employed to operate the overall system to make the overall system Available to authorized users of the System Equipment. A period of Downtime begins upon IDAHO SPRINGS notification to Browns Hill, preferably a Trouble Ticket. Downtime ends when Browns Hill has determined that the System Equipment is once again Available to all authorized users. Browns Hill will provide a copy of the Trouble Ticket, including a calculation of the System Downtime with respect to the Incident reported on the Trouble Ticket, within a reasonable period of time after the System Equipment becomes Available. All Downtime shall be classified as set forth in Section 5 below.

c. "Incident" means (i) any single event, or (ii) any set or series of events, which result in Downtime for which notification is made to Browns Hill. An incident may also simply be the discovery by IDAHO SPRINGS that a function of the System Equipment is not working properly.

d. "Intended Use" means the reasonable performance of the physical functions which the System Equipment, as an integrated system, is providing as of the System Equipment Acceptance Date. Performance hereunder shall be determined on a system wide basis, not on an individual component basis. Performance hereunder shall also be determined without reference to the Property described in Exhibit A to the Lease.

e. "Scheduled Downtime" means periods when any or all of the functions of the System Equipment necessary to fulfill the Intended Use cannot be used by IDAHO SPRINGS, because of repairs, maintenance or replacements being performed by Browns Hill as set forth in Section 4.j below.

f. "Trouble Ticket" shall mean either an electronic or physical document which contains the information described in Section 4 below. Electronic tickets may either be submitted electronically (i.e., through Browns Hill's website, Ignition, or as specified by Browns Hill) or verbally (either by telephone or in person). If an electronic Trouble Ticket is submitted to Browns Hill, it will be considered received by Browns Hill upon completion of its submission by IDAHO SPRINGS. If IDAHO SPRINGS submits the information required by Section 4 below verbally (either by telephone or in person), the Trouble Ticket will be considered received by Browns Hill upon completion of the physical Trouble Ticket by a representative of Browns Hill after the information described in Section 4 below is provided to such representative.

3. Trouble Ticket. In the event of an Incident, IDAHO SPRINGS must submit a "Trouble Ticket" to Browns Hill. The Trouble Ticket must include the following information:

- a. A detailed description of the Incident;
- b. Detailed descriptions of IDAHO SPRINGS's attempts to resolve the Incident at the time of occurrence (subject to the provisions of Section 3(a) of the vSaaS™ Services Agreement.
- c. The Trouble Ticket must be submitted electronically (i.e., through Browns Hill's website, <https://vsaaS.vmscada.com:58043/data/perspective/client/Support>), unless IDAHO SPRINGS determines that the Incident requires emergency resolution. In that event, the Trouble Ticket may be submitted verbally (either by telephone or in person) to Browns Hill at the telephone number provided to IDAHO SPRINGS.

4. Limitations. If the System Equipment is unable to fulfill the Intended Use solely for any of the reasons set forth in this Section (either a single reason or a combination of such reasons), the System Equipment shall still be considered Available. The reasons set forth in this Section are:

- a. During all Scheduled Downtime described in Section j below.
- b. Any issues discovered by Browns Hill through its monitoring, maintaining, or repairing of the System Equipment, which are resolved by Browns Hill through Scheduled Downtime or otherwise without a loss of function.
- c. Any Incident caused by factors outside the control of Browns Hill and/or IDAHO SPRINGS, including, but not limited to, natural disasters, extreme weather events, war, acts of terrorism, criminal acts, riots, strikes or other labor disturbance, government action or Acts of God.
- d. Any Incident caused by utility failures (regardless of the cause of the utility failure), including telecommunications failures;
- e. Any Incident caused by modifications to System Equipment, repairs, or attempted repairs to System

Equipment without written authorization by Browns Hill (including any considered by IDAHO SPRINGS to be required because of emergency, unless the emergency is caused by Browns Hill), or repairs or replacements or attempted repairs or replacements to System Equipment which are not performed in accordance with written authorization by Browns Hill;

- f. Any Incident which results from a failure of IDAHO SPRINGS (or any person or entity acting on behalf of IDAHO SPRINGS) to observe applicable safety regulations or guidelines which result in or contribute to the need for such repairs or replacement; or
 - g. Any Incident which results from IDAHO SPRINGS's use of the System Equipment in a manner not consistent with any written or verbal instructions from Browns Hill to IDAHO SPRINGS.
 - h. Any Incident which results from IDAHO SPRINGS's unauthorized action or lack of action when required, or from IDAHO SPRINGS's employees, agents, contractors, or vendors, or anyone gaining access to the System Equipment.
 - i. Any Incident which results from IDAHO SPRINGS's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use which are communicated from Browns Hill to IDAHO SPRINGS.
 - j. Any Incident which results from the failure, malfunction, unavailability or inadequacy of components or services otherwise necessary for the System Equipment to function properly, but which components or services are not provided by Browns Hill and are not part of the System Equipment. This includes, but is not limited to, valves, switches, gates, communications, internet service, telephone service, transport facilities, utility power, HVAC, security, and the like.
 - k. Any Incident which results, directly or indirectly, solely or in conjunction with any other cause, from the interaction (directly or indirectly) between System Equipment and equipment on IDAHO SPRINGS's Location which is not System Equipment.
5. Scheduled Downtime. During the Term, Scheduled Downtime will be necessary for Browns Hill to repair, maintain or replace the System Equipment, perform required or advisable maintenance to the System Equipment or to correct situations which may affect Availability of the System Equipment.
6. Regular Scheduled Downtime. Browns Hill will notify IDAHO SPRINGS at least ten (10) business days prior to the commencement of Scheduled Downtime. Such notification will advise IDAHO SPRINGS of the exact date and time the Scheduled Downtime will commence, and the expected duration of the Scheduled Downtime. Browns Hill will endeavor to provide notification by telephone that the Scheduled Downtime is about to commence and confirm completion of all prerequisites to the work to be accomplished during the Scheduled Downtime. Browns Hill will also notify IDAHO SPRINGS by telephone or e-mail when the Scheduled Downtime has ended.
7. IDAHO SPRINGS Requested Downtime. If IDAHO SPRINGS requires the System Equipment to be down for its own purposes, IDAHO SPRINGS shall notify Browns Hill via email or telephone with as much notice as possible.
8. Exclusions to System Equipment Monitoring. Browns Hill shall not be responsible for monitoring the local control operations of IDAHO SPRINGS (e.g. the opening and closing of valves). Browns Hill shall have no liability for the effects of any local control actions, failures, or alarms.
9. Response Time. Browns Hill commits to the following response times to Trouble Tickets submitted by IDAHO SPRINGS to Browns Hill:
- a. Browns Hill shall respond by email to IDAHO SPRINGS within sixty (60) minutes of receipt of a

Trouble Ticket, to acknowledge receipt of the Trouble Ticket and advise IDAHO SPRINGS that the Trouble Ticket has been assigned to a technician for resolution.

- b. Browns Hill shall determine the steps necessary to resolve the Trouble Ticket within twenty-four (24) hours of receipt of the Trouble Ticket. This determination may be made either remotely, or by on-site support. If installation of equipment or software is needed, Browns Hill will schedule such installation within 1-2 business days of the equipment's delivery, unless such equipment is already in stock.

Sign & Date:

Browns Hill Engineering & Controls, LLC

IDAHO SPRINGS – WWTP

By: _____

By: _____

Matt Ballard
Chief Operating Officer

Ed Sigward
Public Works Director

Date: _____

Date: _____

Telephone:
303-679-2364

July 17, 2025

Administrator Marsh, Mayor Harmon, and City Councilmen
City of Idaho Springs
1711 Miner St.
PO Box 907
Idaho Springs, Colorado 80452

Mayor and Councilmen;

Thank you so very much for your generous donation of \$2000.00 to the Clear Creek Mayors and Commissioners Youth Award. You all are a reflection of the ever-increasing dedication, enthusiasm and love for the people of our community. This event would not be a success without your involvement. Because of your support we are able to make a very special evening for our awarded recipients.

We would like to take this opportunity to say a heartfelt "Thank You!"

Gratefully,



Tracy Troia,
Program Coordinator
Mayors and Commissioner's Youth Award
Clear Creek County
Department of Health and Human Services