



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
CITY HALL
MONDAY, OCTOBER 4, 2021
5:30 P.M.**

WILL BE CONDUCTED AS REMOTE MEETING

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(b) and (e) to confer with the City Attorney concerning threatened and potential litigation and to discuss an agreement that may be subject to negotiation.

ADJOURNMENT



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
October 4, 2021
6:30 p.m.**

- ❖ **Frei Quarry Expansion**
- ❖ **2022 Budget Requests**

The Public will be able to view and hear this meeting remotely at the following address:
<https://www.colorado.gov/pacific/idahosprings/city-council-live>



IDAHO SPRINGS POLICE DEPARTMENT

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Office 303-567-4291 /Fax 303-567-1014

www.idahospringsco.com

To: City Council
From: Nathan Buseck, Chief of Police
Date: 10/04/2021
Subject: Work Session 10.04.2021 - FY 2022 Police Department Budget Considerations

"Invest in the Future"

The current employees and future employees of the Idaho Springs Police Department are requesting you "invest in the future". ISPD is an agency that dedicates itself to providing the highest level of service to our community and visitors to our beautiful town. After being appointed on April 5th, 2021, I, Chief Buseck, have had the opportunity to evaluate the employees, the morale, the internal processes, the external/internal relationships, the training/equipment, the police building, hiring/recruiting processes, and the overall professionalism of ISPD. My overall impression is that ISPD has a solid group of dedicated employees, however we "can do better" and the City of Idaho Springs "can do better" by investing in the future of the police department.

The budget recommendations are made in concert with the identified priorities of the agency:

- #1. Hiring/Training/Retention/Professionalism
- #2. Technology/Equipment Upgrades

Current Analysis

To identify and address how to move forward, we must take an honest look at how the agency currently functions/operates.

Impacting - Hiring/Training/Retention/Professionalism:

- An applicant must pay their own way to become a POST certified police officer before applying with ISPD.
 - Approx. cost - \$8000-\$10,000
- New hire at ISPD must purchase most of their own duty gear (including firearm).
 - Approx. cost - \$2000
- The starting pay for new ISPD hires is \$51,251 per year.
 - Clear Creek County SO - \$65,000 (21% more than ISPD)
 - Summit County SO - \$58,000 (12% more than ISPD)
 - Silverthorne - \$61,000 (16% more than ISPD)
 - Breckenridge - \$61,000 (16% more than ISPD)



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- Winter Park/Fraser - \$57,000 (10% more than ISPD)
- The current police facility is in extremely poor condition.
 - Walls have not been painted in over 8 years.
 - Carpet is torn, stained, old, and needs replaced with non-carpet material.
 - Lockers are old, rusty.
 - Furniture is old, outdated and does not match.
 - No public restrooms.
 - Bathrooms are in very poor condition with old flooring, toilets, sinks.
 - No separate interview room for crime victims or suspects (with recording technology).
- Technology/equipment upgrade considerations
 - Dash cameras for the police vehicles
 - Tasers that are outdated and need replaced
 - Access to the Computer Aided Dispatch system for call information
 - In-car printers/scanners for e-citations

When attempting to hire and/or retain employees, a combination of the above listed factors must be considered as impacting the efforts to recruit/hire/retain employees.

Recommendations/Considerations

The following are items for consideration/discussion in order to invest in the future of ISPD and the City of Idaho Springs.

1. Applicants may be hired before attending a police academy and the City pays both the salary of the new hire and pays the academy tuition.
 - a. The new hire would be required to sign a contract with the City that requires them to stay with ISPD for at least 3 years or pay back the City for academy/equipment related expenses in the event of separation (pro-rated each year). Example contract attached.
2. Consider paying the entire cost of equipment for new hires, including duty gear and firearms.
3. The starting pay should be more competitive, along with considering current employees' rate of pay.
 - a. Consider a pay step plan.
 - b. Consider a "match" program with the 457 plan.



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- c. Consider a "sign-on bonus", if funding allows, when job openings occur.
4. Consider a pay increase for civilian staff.
5. Consider budgeting for another full-time officer position.
6. Consider budgeting for another part-time Code Enforcement Officer position, this would give full-week coverage.
7. The current building needs a new coat of paint, updated flooring, updated bathrooms, updated furniture. The furniture could be used in the future building.
8. The PD will need to replace 1 patrol car, currently has over 135,000 miles.
9. If another officer position is approved, the PD would need to purchase an additional patrol car due to increased manpower.
10. Technology upgrades
 - a. Dash cameras
 - b. New Tasers
 - c. Access to C.A.D.
 - d. In-car printers/scanners for e-citations
11. Training budget increase to better prepare officers and increase professionalism of the agency.

The Idaho Springs City Council and residents of our City deserve to have the most professional police organization in Clear Creek County and in the region. In order to work toward that goal, the City must consider investing in the future of the Idaho Springs Police Department.

APPLICANT: Return this form with you application packet.

CITY OF IDAHO SPRINGS POLICE

POLICE OFFICER AGREEMENT

This Agreement concerns the costs of pre-employment screening, uniforms, ballistic vest, and one by and between the City of Idaho Springs (City),

and

_____, applicant for the position of Police Officer (Applicant) and is executed by the parties on the date(s) subscribed and accompanying their signatures.

WHEREAS, the applicant acknowledges that the City of Idaho Springs will incur substantial expenses in the process of pre-employment screening and equipping the Applicant to be a Police Officer and in replacing the Applicant should he/she leave City employment before the completion of the below defined thirty-six (36) month period; and

WHEREAS, it is acknowledged by the Applicant that these expenses include equipping with uniforms and other items and may include monetary payments not otherwise reimbursed to the City; and

WHEREAS, the applicant also acknowledges that in the event he/she terminates his/her employment with the City at any time within a period of three (3) years following his/her starting date of employment, that the City will suffer substantial and irreparable harm.

NOW, THEREFORE, the parties agree as follows:

- 1.) **Reimbursement Obligation** the Applicant, for and in consideration of the City's agreement to provide the Applicant with formal police equipment and necessary uniforms, does agree that in the event his/

her employment with the City ceases, due to any cause other than “termination” as defined in Section 3 below, within the time period beginning with the date of hire and ending thirty-six (36) months after he/she commences full-time employment as a Police Officer following his/her successful completion of all training. He/she will reimburse the city of expenses and damages as set forth in Section 4 of this Agreement.

2.) **Term of Agreement.** This Agreement is effective upon execution by both parties and will terminate either thirty-six (36) months after the Applicant’s continuous full-time employment as a Police Officer, or upon the Applicant’s final payment of all expenses, costs, fees, and delinquent sums owing to or collected by the City under this Agreement, whichever occurs first.

3.) **Definition of Termination.** Termination, as used in this Agreement, shall mean any discontinuance of the Applicant’s employment initiated by the City and shall also include discontinuance of employment due to injury or illness resulting in the Applicant’s inability, for a period of six (6) or more months, to perform the normal duties of the position held by the Applicant at the time of said injury or illness, except in the event that said injury or illness is intentionally self—inflicted.

4.) **Calculation of Reimbursement Obligation and liquidated damages.** The Applicant’s reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with the pre-employment screening and equipping, but not limited to the following:

- a. Costs of credit check (TBD), medical/drug screening (TBD), and psychological (TBD) w/ background investigation totaling an amount of TBD
- b. Costs of non-reissued police ballistic vest in the amount TBD.
- c. Costs of providing tailored uniforms and clothing items in the amount of (TBD)

It is further agreed that, in the event Applicant leaves employment with the City, other than by termination, prior to the expiration of the thirty-six (36) month period, the City will suffer irreparable harm. Because the parties to this Agreement acknowledge the difficulty of specific determination of the City’s exact damages, they agree that in the event the Applicant leaves employment with the City, other than by

termination, (TBD) of non-recoupable costs, shall be due and owing from the Applicant to the City as liquidated damages, subject only to a reduction based upon credit for continuous employment as set forth in Section 5 of this Agreement.

5.) Terms of Repayment. Complete payment of the reimbursement obligation and liquidated damages shall be made by the Applicant within thirty (30) days of cessation of employment, other than by termination, with the City. The Applicant agrees that, in the event any monies are due and owing by him/her to the City under this Agreement, the City is expressly authorized to withhold said sums for his/her final paycheck and apply them directly to the reduction of the reimbursement obligation and liquidated damages owing under this Agreement. In no event, however, shall the final payroll deduction exceed any limitation imposed under State or Federal law. Any excess amount due to the City after the final payroll deduction will remain due and may be collected by any lawful means available to the City. The Applicant further agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect delinquent sums owing pursuant to, or challenges to, this Agreement, the Applicant will pay such fees and costs, including attorney's fee, in addition to the other expenses and/or liquidated damages which may be due.

6.) Acknowledgment of Receipt/Waiver of Right to Independent Advice. The Applicant understand that he/she has the right to have this document examined by an attorney of his/her choice, and to discuss its terms with said attorney prior to signing it.

Sign initial in ONE of the spaces below where applicable:

_____ I fully understand the nature of the terms of the bidding obligation created pursuant to this Agreement and have chosen to waive my right to consult an attorney.

_____ I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below.

Date

Applicant

Date

Attorney for Applicant (should Applicant
choose to contact an Attorney)

Attorney Printed Name

Attorney Address

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