



City Council Regular Meeting Agenda

Monday, June 8, 2026

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 and Packet (5:30 pm)**
 - a. CPR Awareness Training
 - b. Clear Creek School District Superintendent Wesley Paxton
 - c. Lions Club & CRC Park Playground Improvements
 - d. Public & Private Parking Requirements
 - e. Clear Creek Trail Intergovernmental Agreement
- 2. Call to Order Regular Meeting (7:00 pm)**
- 3. Roll Call**
- 4. Pledge of Allegiance**
- 5. Agenda Approval**
 - a. Motion to approve the agenda of June 8th, 2026
- 6. Conflict of Interest**
- 7. Approval of Minutes**
 - a. Motion to approve the minutes of May 26th, 2026.
- 8. Approval of Bills**
 - a. Motion to approve bills through June 8th, 2026.
- 9. Public Comment (Scheduled)**
 - a. Heather Campbell & David Harvey - Rejection of Proposed Fence
- 10. Unscheduled Public Comment**
- 11. Ordinance Second Reading**
 - a. Motion to approve Ordinance #8, Series 2026 An Ordinance Annexing to the City of Idaho Springs certain unincorporated lands located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section

25, Township 3 South, Range 73 West of the Sixth Principal Meridian in Clear Creek County, Colorado, to be known as the "VCMP Annexation to the City of Idaho Springs".

- b. Public Hearing:** Motion to approve Ordinance #9, Series 2026 An Ordinance Zoning Approximately 23.36 Acres Located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian, Clear Creek County, Colorado, and Known in Part as the "VCMP Annexation to the City of Idaho Springs," as Planned Development (PD).

12. City Attorney

13. City Administrator

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

14. Administration Department

- a.** Assistant City Administrator – No staff report submitted
- b.** Community Development Planner - Staff report submitted with no requests for action.
- c.** Deputy City Clerk – Staff report submitted with no requests for action.

15. Police Department

- a.** Staff Report—No Action Items

16. Public Works Department

- a.** No staff report submitted

17. City Clerk/Treasurer

18. Mayor/Council

19. 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 6 p.m. (Six) the Wednesday 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 Wednesday Deadline.



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Miscellaneous Parking Items
MEETING DATE: June 8, 2026 City Council Work Session

Scope:

Discuss several potential changes to the city's parking requirements to address private paid parking, parking requirements for senior housing developments, and other minor changes. The Planning Commission discussed these topics at their May Planning Commission meeting.

Background:

Parking is an important subject in Idaho Springs and needs to be carefully managed to avoid causing issues for property owners, residents, or visitors to the city. The city first instituted managed parking in 2003, with a major update in 2019 to implement paid parking in the downtown Miner Street area. A residential parking system, designating resident-only parking zones and allowing Idaho Springs and Clear Creek County to park for free in commercial paid parking areas, was introduced at that time, too. In 2025, the city adopted paid parking on the East End. Residents of Idaho Springs or Clear Creek County can park for free anywhere in the city.

Chapter 21, Article VI, Division I of the ISMC sets parking and loading requirements. Parking requirements by use are identified in Table Sec. 21-127-1. This table identifies the parking requirements associated with most uses around the city, though it does not address all uses. If someone wants to establish a new use in the city, the ISMC requires that off-street parking be built to accommodate the use. If a use was in existence prior to 2019, the operator was not required to provide additional parking to comply with new regulations. However, if an existing use is expanded, new parking must be provided as necessary to serve the new/expanded area. Additionally, if an existing use by-right is changed to another use by-right with a higher parking requirement, the owner must provide new parking spaces only if the new use requires spaces in excess of one hundred twenty-five (125) percent of the spaces required by the old use. To address scenarios where parking could not be added in the dense downtown Miner Street area, the city adopted a Parking Fee-In-Lieu program in 2023.

There is a desire to address several parking-related items at this time to better reflect the demand for parking, address increasing interest in providing private, paid parking, and slightly modify the fee-in-lieu program to reflect current policy desires.

1. Off-Street Parking Requirements:

City staff believe that several changes to the parking requirements listed in Sec. 21-127 could be considered by Council. Parking is controversial in general, but some minor changes might be beneficial to optimize the requirements while avoiding impacts to the public.

- **Parking for Senior Developments:**

The first change that staff would like feedback on is adding a parking category for senior housing. The Project Support senior center at 1402 Miner Street and the Mitchell White building at 1840 Miner Street are the city's two examples of senior housing, totaling 27 units.

1402 Miner Street has 14 units and 8 parking spaces, an average of 0.57 spaces per unit. There have been little to no parking issues at this property. 1840 Colorado Boulevard has 13 units and 13 parking spaces, an average of one space per unit. Similarly, there have never been complaints about a lack of parking at this location.

Data seems to back this up. Studies suggest that the demand for parking per unit for a regular multifamily development is about 1.4 spaces per unit, which is right in line with the city's requirements for multifamily developments. However, senior housing developments only have a demand for ~0.5 spaces per unit, which is far lower. This is because people over the age of 65 tend to drive less than younger adults. Examples around Colorado show that many communities already have parking standards for senior housing, which range from 0.5 spaces per unit to 1.0 spaces per unit. In Idaho Springs, there are several resources that further reduce the need for parking. Volunteers of America (VA) provides transportation services, nutrition services, and Meals on Wheels for local seniors, reducing the need for private transportation. Project Support also provides services that are beneficial for the community's seniors.

The Planning Commission discussed this topic, and everyone agreed that they would be OK with reducing parking for senior housing developments to 1.0 spaces per unit or less, down to approximately 0.5 spaces per unit like research suggests. Staff would like input from City Council on this topic.

- Affordable housing projects

Like senior housing projects, studies suggest that affordable housing projects (those in the 30-80% Area Median Income (AMI) range) create a smaller demand for parking than market-rate housing with the same number of units. Los Angeles County data showed that affordable housing generated a need for 1.0 spaces/unit while market-rate housing produced 1.4 spaces/unit of demand, all else being equal. That study showed that affordable senior housing only generated 0.6 spaces/unit of demand. Reducing parking demand for housing reduces construction costs associated with the development and means that more units could be built in the same area. The Riverbend Apartments are a recent example of an affordable housing project in Idaho Springs. For this project, they submitted a parking study that identified a demand of 1.08 spaces per unit. The city allowed the required parking to be reduced from ~1.5 spaces per unit to the referenced 1.08 spaces per unit. With that in mind, staff asked the Planning Commission what their thoughts were on reducing the base parking requirements for affordable housing projects.

When this was discussed with the Planning Commission, they expressed a desire to keep the standard of what we have now. We allow a parking study to be submitted that the City Council could use to alter the required parking standards, if deemed appropriate. Because parking is in such high demand in Idaho Springs, the Planning Commission preferred that the city continue to require a parking study before parking reductions could be considered.

- Commercial parking uses

Some commercial uses do not seem to fully capture the impact of parking on the public roadway system. As far as we can tell, the parking requirements table has not been updated in some time and no updates have been considered based on current parking demand for different uses. There is no standardized approach. Some uses have a requirement per square footage and others use different metrics.

A good example is rafting. Right now, the city's parking requirements require one off-street parking space per 400 square feet of gross floor area. A river rafting office that has only 800 square feet of floor area would only need two parking spaces. This may not effectively capture the parking demand since they attract a lot of visitors to their site for rafting. Theatre/event center uses are similar, in that the ISMC requires one space per four seats. This does not do a great job of clearly identifying the demand for a live music venue that does not have seats. For churches, the ISMC specifies that one space is required for every six (6) feet of bench length in the main auditorium. There are a few other examples in the parking table that could benefit from standardization to better capture current parking demand. In some cases, staff believe that the table underestimates parking demand for use and in other cases overestimates demand. While some of the city's standards are clear, others seem subjective, so staff think it would be worth it to try to reduce any grey areas in the ISMC.

The Planning Commission thought it would be worth researching parking standards across other jurisdictions to see if there is any data to suggest that tweaks might be needed. For now, no changes are proposed, but staff would like to collect data as time allows and bring this topic back once we have more data. Staff would like input on whether this is of interest to City Council.

2. Private, Paid Parking:

Another parking-related issue that we have received directions to discuss is the idea of private, paid parking lots. The Planning Commission discussed three types of private lots that could be established.

Currently, parking is not a by-right use in any zone district in Idaho Springs. Parking is an accessory use to an approved use. If you want to start a coffee shop, you need to provide one space for 300 square feet of floor area, for example. This is a requirement for receiving your business license. The parking spaces must be approved as part of a parking plan review, which goes along with the business license review process.

The ISMC does not prohibit a property owner from charging their customers for use of those spaces, however. In Denver, we see plenty of private businesses that charge their clients for parking, including grocery stores. If Safeway wanted to start charging their patrons to park in their lot, the ISMC would not prohibit that. The city does not regulate the use of private parking lots, either. It is

up to the business itself to ensure that people they do not want to park there are prevented from doing so. Not all businesses do enforcement for their private lots, though some have signage indicating that non-patrons would be towed. An alternative to discourage non-customers from parking in their lot is for a private business to institute paid parking. By requiring people to pay to park, the business makes money whether that visitor uses their business or parks and then leaves and goes elsewhere.

On the East End, we are seeing some issues with non-patrons parking in off-street parking lots at places like Safeway, the hardware store, etc. As mentioned above, there are a few ways that these businesses can address this situation if an issue arises. Also on the East End, there are several larger properties currently for sale or for lease. Conceivably, we could see a situation where someone establishes a business with a small footprint (e.g. Dutch Brothers Coffee Shop) and then pave the rest of the lot as a parking lot and charge for those spaces. The primary use on the property, per the ISMC, would be a coffee shop. The accessory use would be a parking lot, even though the parking lot would take up a larger area of the lot.

One property owner has taken advantage of this by creating a small retail gift shop near downtown that is only intermittently open. They had space to build more parking spaces than required and started charging for these excess spaces. Because their business is seldom open, it ends up looking like it is a private, paid lot, but in fact they were issued a business license for a commercial retail shop and the parking is considered “accessory” to that.

Discussing this first situation with the Planning Commission, they did not see an issue with a private business charging for their private, off-street parking. Staff asked them whether they thought we should regulate the practice in some way before it is instituted elsewhere but at this time, they did not think it was an issue to be addressed and they stated that they had no issues with a private property owner from taking advantage of their parking and monetizing it to maximize their overall revenues. If they meet all the ISMC requirements for parking, open space, setbacks, etc., and have a valid business license for a use that is listed as a use by-right in that zone district, Planning Commission’s opinion was that this was not an issue that currently needed to be addressed.

The second question is about how to address someone who wants to establish private, paid parking as the primary use of the property, not an accessory use to another business use. Since parking in itself is not a primary use, staff have advised interested property owners that they would need to go through the city’s Conditional Use Permit (CUP) process.

A CUP seems like a reasonable way of reviewing an application because the process is already designed to evaluate uses that are not permitted in the zone district in question. An alternative would be to allow parking lots in certain zone districts as a by-right use or prohibit them altogether. Taking one of these alternative approaches (outside the current CUP process) would require a Code amendment.

Given the current need for parking in the city, the Planning Commission did not want to outright prohibit a standalone paid parking lot. But, they also did not think it should be a by-right use in any zone districts because they recognize that a parking lot is not the highest and best use for private property. While a parking lot might help the city address parking needs now, they also do not want to see the entire city become parking lots. They believe that a Conditional Use permit is the correct process to evaluate individual uses on a case-by-case basis.

TAKEAWAYS FROM THE PLANNING COMMISSION MEETING:

1. The Planning Commission believes that the parking requirements for senior housing developments can be lowered and thought that 1.0 spaces per senior unit would likely be acceptable.
2. For affordable housing projects, they thought the current parking standards should be maintained, and a parking study could be used to consider changes to the parking requirements on a case-by-case basis.
3. They did not want to make parking a primary, by-right use in any zone district. The city’s Conditional Use permitting process in Section 21-105 of the ISMC is appropriate to review a request for this use.
4. They believe that if a property owner in a commercial zone district establishes a business at their property (receives SAFEbuilt approval to operate commercial, receives a business license from the City Clerk), they can charge for the off-street parking they provide on their property. They do not believe that this allowance should be regulated as long as the parking meets relevant city requirements and the parking plan is approved by city staff.

REQUEST FOR DIRECTION:

- **Is City Council open to considering a code amendment to reduce the amount of parking required for senior housing projects in the city?**

- Does City Council want staff to do an audit of the existing city parking requirements and propose potential changes once that audit is completed?
- How does the City prefer to address stand-alone paid private parking lots? 1) Continue with the current approach –permitted only with a CUP; 2) Expressly allow them as a use by-right in certain districts?; 3) Expressly prohibit them (everywhere or in certain districts)?; or 4) a combination of the above.
- Does City Council want to regulate how parking spaces can be used and monetized on private properties that have established, permitted primary uses?

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.
- (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 (1) or more parking spaces for the primary dwelling unit; and
 - (iii) Is located on a block where on-street parking is prohibited.
- (B) Parking study. Parking ratios that deviate from the provisions of the parking requirements table may be approved by the decision making body indicated in Table 20-82-1 if the applicant submits a parking study that demonstrates the parking as proposed is the minimum required without creating additional parking deficiency on neighboring properties, adjacent public right-of-ways or parking facilities.

Table Sec. 21-127-1: Parking Requirements by Use		
Use Category	Use Type	Number of spaces required
RESIDENTIAL USES		
Household Living	Dwelling, accessory	1 per ADU
	Dwelling, live/work	1 per dwelling unit
	Dwelling, single-family detached	2 per dwelling unit
	Dwelling, multiple-family	1.25 per efficiency unit
	Dwelling, single-family attached	1.5 per one-bedroom unit
	Dwelling, two family (duplexes)	1.5 per two-bedroom unit 800 SF or less 1.75 per two-bedroom unit over 800 SF 1.75 per three-bedroom unit 900 SF or less 2.5 per three-bedroom unit over 900 SF
Group Living	Small group home (up to 8)	1.25 per efficiency unit
	Large group home (more than 8)	1.5 per one-bedroom unit 1.5 per two-bedroom unit 800 SF or less 1.75 per two-bedroom unit over 800 SF 1.75 per three-bedroom unit 900 SF or less 2.5 per three-bedroom unit over 900 SF

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	Assisted Living Facility	1 per 400 SF GFA, and 1 additional space, reserved for pickup and delivery of adults, per 800 SF GFA
	Nursing home	
COMMERCIAL USES		
Agricultural and Animal-Related Uses	Large animal veterinary hospital of clinic (enclosed)	1 per 600 SF GFA
	Small animal veterinarian or clinic	
Arts	Body art establishments	1 space per 300 SF GFA
	Studio for teaching or selling fine arts	
Food and Beverage Services	Microbrewery, distillery, and/or tasting room	1 space per 250 SF GFA
	Restaurants and drinking places without drive-through	
	Restaurants with drive-in facilities	
	Restaurants with outdoor dining facilities	1 per every 250 SF (including outdoor waiting/ seating/dining areas)
Health and Fitness	Fitness Center / Club	1 space per 150 square feet
Institutional/Public	Church	One (1) space per three (3) seats or every six (6) feet of bench length in the main auditorium.
	Hospital	One and one-half (1½) spaces per bed.
	Library / Museum	1 space per 400 square feet of gross floor area, plus 1 space per every 2 employees.
	Schools (all but High School)	1.5 stalls/classroom, plus 1 stall/5 fixed seats in auditorium, gymnasium or similar public assembly facility
	High School	1.5 stalls/classroom, plus 1 stall/3 students based on maximum student capacity
Lodging Facilities	Bed and breakfast	2 spaces + 1 per guest bedroom
	Hotel, motel, tourist home	1 per guestroom plus 2 for staff and housekeeping
	Unstaffed hotel	1 per guestroom
Office, Business, and Professional Services	Banks, savings and loan, and finance companies	1 space per 400 SF of GFA
	Barbershop and beauty shop	
	Medical or dental clinic	
	Professional office	
	River rafting offices and operations	
Personal Services	Dry cleaning or laundry	1 space per 250 SF GFA
	Cleaning shop or laundry (limited)	
Retail Sales	General commercial and retail sales	1 per 300 SF of GFA
	Grocery stores	1 per 300 SF GFA
	Wholesale stores and large volume/traffic retail stores	1 per every 1,000 SF GFA

	Sale, rental, repair, or inside storage of any equipment, supplies, or materials	1 per 400 SF
Recreation, Indoor	Bowling alley	5 spaces per lane, plus 1 space per 2 employees.
	Event Center / Music Venue	1 space per 4 seats
	Theater	1 space per 4 seats
Vehicles and Equipment	Automotive sales or repairing	1 for every 300 SF GFA of sales and showroom area, 3 spaces for every service bay in repair garage areas. This shall not include space provided for vehicles for sale or lease.
	Auto wash	4 stacking spaces if automatic, 3 stacking spaces if self-service
	Automotive service station	1 per every 400 SF GFA
INDUSTRIAL USES		
Industrial Services	Contractor's office and yard	1 per 300 SF GFA
	Printing and newspaper offices	1 per 1,500 SF GFA
Manufacturing and Production	Assembly without fabrication (enclosed)	1 per 1,500 SF GFA
	Brewery, bottling plant	
	Heavy manufacturing (enclosed)	
	Light manufacturing	
	Workshops and custom small industry use	
ACCESSORY USES		
	Accessory dwelling unit	See Residential Uses above.
	Home occupation	Parking for not more than one customer's motor vehicle and one additional motor vehicle associated with the home occupation may be provided on site; (plus additional required spaces for single-family dwelling)

(Ord. No. 19, §2(Exh. A), 2019; Ord. No. 13, §3, 2024; Ord. No. 11, §5, 2025)



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Clear Creek Trail Collaborative IGA and Update
MEETING DATE: June 8, 2026 City Council Work Session

Scope:

Provide an update on the Clear Creek Trail Collaborative and discuss the Intergovernmental Agreement (IGA) intended to formalize future, non-financial collaboration.

Background:

For the last few years, the city has had a representative on the Clear Creek Trail Collaborative (CCTC) since the city manages approximately 4.25 miles of trail. A factsheet about the Clear Creek Trail is included in this packet. The Clear Creek Trail is sometimes referred to as the Greenway Trail.

The fifteen agencies / jurisdictions who have some responsibility over the trail have been working together on a variety of trail issues, including branding, trail maintenance and management, and other topics to standardize the operation, maintenance, and overall feel of the trail. The trail is not fully complete, but active work continues in Jefferson County. Eventually, a 65-mile trail is intended to connect all the way from Commerce City to Loveland Ski Resort. This takes significant coordination, which is why staff from the agencies and jurisdictions have put together an IGA to push for formalization of the collaborative efforts we have all taken part in to-date.

The attached factsheet discusses the nuances of the IGA and the importance of continued collaboration. We would not be committed to any financial obligations, except to continue to maintain and improve the trail, as relevant.

The IGA is attached for your review. Additionally, a recently completed project – a trail branding effort – is included for review.

If City Council is agreeable to move forward, city staff will have this as an action item on the next City Council regular meeting agenda.

REQUEST FOR DIRECTION:

Does City Council have any concerns moving forward with the included IGA for the Clear Creek Trail Collaborative? Does City Council have any questions that need answering before action is taken on this IGA?



Clear Creek Trail Collaborative (CCTC) Intergovernmental Agreement (IGA): Factsheet for Boards and Commissions

What is the Clear Creek Trail?

- 65-mile multi-use trail of statewide significance that crosses four counties and seven cities from the headwaters of the Continental Divide to the plains of the South Platte River, connecting the Denver Metropolitan Area and its 3+ million people to the mountains.
- Governor Hickenlooper selected the Clear Creek Trail as one of the 16 highest priority trail projects as part of his “Colorado the Beautiful” initiative to generate a more focused, coordinated discussion to support trails and recreation in Colorado.
- The trail provides safe and equitable access to nature while taking visitors to spectacular natural environments. Open to pedestrians, commuters, and avid adventurers, the trail offers a well-executed experience that makes it easy to find, navigate, and enjoy.

What is the Clear Creek Trail Collaborative?

The Clear Creek Trail Collaborative is a voluntary group of Member Agencies, including municipalities, counties, and special districts, that manage the 65-mile Clear Creek Trail (formerly Peaks to Plains). The trail passes through three segments: the Plains, Canyon, and Mountain segments. The Plains Segment extends from the South Platte River to the junction of US-6 and CO-93; the Canyon Segment extends from the junction of US-6 and CO-93 to the junction of US-6 and I-70; and the Mountain Segment extends from the junction of US-6 and I-70 to Loveland Pass.

The CCTC was formed to collaborate on cross jurisdictional topics that impact the entire Clear Creek Trail, with the goals of creating a common vision for the Clear Creek Trail and elevating the importance of the trail at a regional and statewide level. The IGA formalizes a longstanding regional partnership that began with agency meetings in 2012 and 2014. The CCTC started meeting regularly in 2021. The IGA commits Member Agencies to continue collaboration to address common goals, visions, issues, and challenges along the 65-mile trail corridor to create a connected, consistent trail from Denver to the Continental Divide along the Clear Creek corridor.

Who is involved?

There are fifteen total entities, divided into Trail Managing Agencies and Advisory Agencies. Trail Managing Agencies are agencies that currently manage built sections of the Clear Creek Trail. Advisory Agencies are agencies that manage trails, land, and/or waterways that intersect with the Clear Creek Trail. All agencies participate in the Collaborative, though only Trail Managing Agencies are voting members. Participants represent all segments of the trail (Plains, Canyon, Mountain).

Trail Managing Agencies:

- Adams County, City of Wheat Ridge, City of Golden, Jefferson County, Clear Creek County, City of Idaho Springs, Town of Georgetown, Town of Silver Plume

Advisory Agencies:

- City & County of Denver, City of Arvada, Apex Park and Recreation District, Prospect Recreation and Park District, Mile High Flood District, Colorado Department of Transportation, Colorado Parks and Wildlife

Why is it important that there is a Collaborative?

- Formalizes long-standing collaboration into a structured, accountable partnership
- Creation of corridor-wide project prioritization and tracking tools
- Support collaborative grant pursuits, letters of support, and coordinated advocacy
- Builds trust and transparency between partners
- Resource-sharing (knowledge/collaboration)
- Elevates statewide (not just regional) significance

What kinds of decisions does the Collaborative make?

The Collaborative works together on shared goals and visions that impact the trail. Example projects that the Collaborative has worked on or will work on include:

- Developing plans for future trail projects, including multi-jurisdictional plans if relevant.
- Developing standards for trail surfaces, trail widths, pavement types, maintenance, and management of the trail.
- Developing a unified branding strategy, such as branding for wayfinding signage, trail courtesy signage, and marketing efforts to bring more attention to the trail.
- Establishing shared rules and regulations to provide a consistent experience along the trail.
- Addressing shared concerns, such as e-bikes and other electronic devices, hours of operation, trail courtesy, and other user experience – related topics.
- Addressing gaps in the trail corridor to create a connected 65-mile trail corridor.
- Providing educational experiences along the trail, highlighting Clear Creek and other .
- Developing management direction in areas that have no clear landowner.

How does this IGA help the Collaborative?

The IGA ensures that Member Agencies maintain a continued commitment to the construction, maintenance, and management of the trail, without committing any Agency to financial contributions, and makes a formal commitment to the Clear Creek Trail name and branding. It seeks to elevate the trail to a regional (or even national) draw, connecting communities along its 65-mile stretch to the benefit of all Agencies. The trail connects many existing regional destinations, and formal collaboration will ensure a high-quality experience across the entire trail. Ultimately, the goal of the IGA is to balance local jurisdictional authority with regional coordination.

Is there any kind of mandatory contribution, financially or otherwise?

Agencies involved in the Collaborative commit to attending regular meetings and participating in discussions. Agencies further commit to working together to advance the goals of the Collaborative. However, Agencies do not commit to any financial obligations as a result of membership. For any projects that apply to the full corridor or to all members, members may contribute an amount to be determined on a case-by-case basis under a separate agreement.

Agencies commit to maintaining their portions of the trail in accordance with standards developed by the Collaborative but do not otherwise commit to any financial obligations.

Mileage:

Plains Segment: 19.6 miles (0.21 miles are currently on roads)

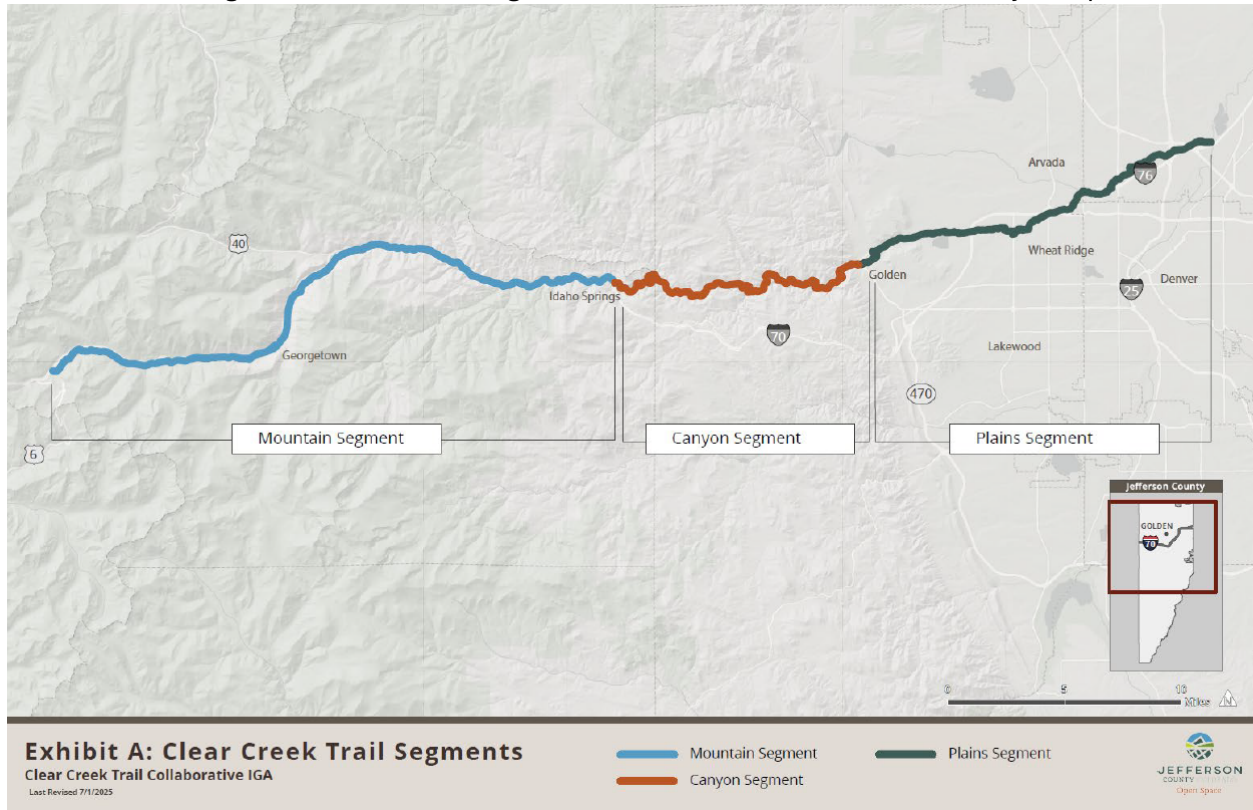
Canyon Segment: 16.65 miles (7.25 miles completed, 9.4 miles to be built)

Mountain Segment: 29.45 miles (13.05 miles are currently on roads)

Total mileage: 65.7 miles

Trail Map:

This is the trail alignment of the three segments of the Clear Creek Trail once fully completed.



INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CLEAR CREEK TRAIL COLLABORATIVE

THIS INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CLEAR CREEK TRAIL COLLABORATIVE (this “Agreement”) is entered into as of the ___ day of _____, 202_ (the “Effective Date”), by and among Adams County, Clear Creek County, Jefferson County, City of Wheat Ridge, City of Golden, City and County of Denver, City of Arvada, City of Idaho Springs, Town of Georgetown, Town of Silver Plume, Apex Park and Recreation District, Prospect Recreation and Park District, Mile High Flood District, Colorado Parks and Wildlife, and the Colorado Department of Transportation; (each a “Member”, collectively the “Members”).

RECITALS

- A. In 2012 and 2014, Jefferson County Open Space convened regional agencies (“Regional Agencies”) to discuss pressing conservation issues, as well as demonstrate commitment to ongoing regional collaboration. During these events, the Regional Agencies identified and supported the efforts to connect segments of the 65-mile Clear Creek Trail.
- B. In 2016, as part of the “Colorado the Beautiful” initiative, then-Colorado Governor John Hickenlooper designated the Clear Creek Trail as one of the sixteen critical trails in the State. According to the Colorado Trails Plan, “the aim of the effort was to generate a more focused, more coordinated discussion to support trails and recreation in Colorado.”
- C. In 2021, the Regional Agencies convened again and recognized the need for developing different strategic approaches for connecting and enhancing the segments of the Clear Creek Trail due to the various contexts of each segment. To address this, the Regional Agencies divided the Clear Creek Trail into three geographic segments: the Mountain Segment, Canyon Segment, and Plains Segment. As shown in Exhibit A, the Mountain Segment extends from Loveland Pass east to the junction of US-6 and I-70; the Canyon Segment extends from the junction of US-6 and I-70 to the junction of US-6 and CO-93; and the Plains Segment extends from the junction of US-6 and CO-93 to the South Platte River.
- D. The Regional Agencies decided to pursue developing a strategic plan for the Plains Segment of the Clear Creek Trail first. Plains Segment agencies of the Clear Creek Trail (Adams County, City of Arvada, Apex Park and Recreation District, City and County of Denver, City of Golden, Jefferson County Open Space, Mile High Flood District, Prospect Recreation and Park District, City of Wheat Ridge, Colorado Department of Transportation, and Colorado Parks and Wildlife) developed a working group to accomplish this. Each agency contributed an agreed upon sum of money pro rata towards developing a strategic plan for the Plains Segment of the Clear Creek Trail.
- E. In 2023, the Plains Segment agencies of the Clear Creek Trail adopted the Plains Segment Strategic Plan (“Strategic Plan”) for the Plains Segment of the Clear Creek Trail that identified strategies for moving forward as a group to achieve priority projects along the Plains Segment of the trail.

- F. In 2024, the Regional Agencies agreed to call the trail the “Clear Creek Trail.” This name met the Regional Agencies’ interests of clarity and local recognition with the Clear Creek as a defining trail feature. All agencies agreed that a branding and wayfinding plan was necessary for signing and marketing the Clear Creek Trail as a trail of regional significance.
- G. As of 2024, the Plains Segment of the Clear Creek Trail is largely built, though with various materials and standards. Multiple segments of the trail have been built through the Canyon Segment in Clear Creek and Jefferson Counties. Within the Mountain Segment, the 4-mile stretch of trail through the City of Idaho Springs has been completed and several miles are being rebuilt as part of the I-70 Floyd Hill project between I-70 Exit 243 and Exit 244. Existing trail also exists in the Town of Georgetown and Town of Silver Plume. Further funding and build-out for the remaining sections of trail in the Mountain Segment is still being identified.
- H. The purpose of this Agreement is to hold Members accountable to the name “Clear Creek Trail”; to commit to working together to achieve a common vision for the Clear Creek Trail corridor; and to elevate the importance of the Clear Creek Trail at both a regional and local level.
- I. The Members have determined that the most effective way to continue pursuit of such goals and objectives is to create a Clear Creek Trail Collaborative (“Collaborative”). Through its membership, the Collaborative acts as a forum for Members to support each other in accomplishing their projects along the Clear Creek Trail corridor.
- J. The Members have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Colorado Revised Statutes (“CRS”) Section 29-1-203, to cooperate or contract with each other to jointly achieve the goals outlined in this Agreement and to establish the Clear Creek Trail Collaborative.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, incorporated as part of this Agreement by reference, and the mutual promises and benefits of this Agreement, the Members hereby covenant and agree as follows with respect to the formation and operation of the Clear Creek Trail Collaborative.

ARTICLE I PURPOSE

- 1. **Establishment of the Clear Creek Trail Collaborative.** The Members hereby create and establish a collaborative known as the “Clear Creek Trail Collaborative” or “Collaborative” to carry out the provisions of this Agreement and to advance the purposes and goals of the Clear Creek Trail Collaborative as set forth herein. The Members shall further be recognized as either a Trail Managing Agency or an Advisory Agency as set forth below:

Trail Managing Agencies:

- 1. Adams County

2. City of Wheat Ridge
3. City of Golden
4. Jefferson County
5. Clear Creek County
6. City of Idaho Springs
7. Town of Georgetown
8. Town of Silver Plume

Advisory Agencies:

9. City & County of Denver
10. City of Arvada
11. Apex Park and Recreation District
12. Prospect Recreation and Park District
13. Mile High Flood District
14. Colorado Department of Transportation
15. Colorado Parks and Wildlife

Trail Managing Agencies are defined as agencies that currently manage built sections of the Clear Creek Trail. Advisory Agencies are defined as agencies that manage trails, land, and/or waterways that intersect with the Clear Creek Trail. Trail Managing Agencies may request to participate in the Collaborative as an Advisory Agency or delegate their representation to another entity within the Collaborative. Only Trail Managing Agencies are voting members in the Collaborative.

2. **Purpose.** The purpose of the Clear Creek Trail Collaborative is to provide a forum for agencies to facilitate a regional, coordinated approach to achieving common goals related to the Clear Creek Trail corridor, including:
 - Facilitating (which may include, but does not require funding) needed improvements to the trail or creek corridor.
 - Developing and implementing a unified, corridor-wide branding and wayfinding system that designates the trail name as “Clear Creek Trail”.
 - Providing a high-quality visitor experience by working towards congruity in quality of trail construction, maintenance, management regulations, and public information sharing.
 - Identifying and addressing gaps in the trail corridor and encouraging local connectivity to the Clear Creek Trail to provide safe and equitable access for all populations.
 - Identifying priority projects along the corridor that support the goals of the Collaborative and the Plains Strategic Plan.
 - Activating an exceptional trail through collaboration with Collaborative Members and other external agencies.

The approach to achieve these goals may be flexible to address the diverse contexts of the three different trail segments (Mountains, Canyon, Plains) but the overarching goal of participation to jointly and cooperatively coordinate and accomplish projects related to the Clear Creek Trail corridor remains the same despite context differences.

3. **Benefits.** The Members recognize that the Collaborative provides benefits to participating Members in the form of being a part of a collective effort and network of allied professionals. The benefits that the Collaborative provide include sharing information and knowledge to accomplish both individual and cooperative projects, building trust between organizations, and providing support for jurisdictional funding requests and grant applications.
4. **Powers.** The Members acknowledge and agree that the Collaborative is not a separate legal entity and does not have any authority to act separate from its Members. Members retain their respective existing legal, regulatory and land use discretion and authority; the Collaborative's recommendations or decisions will not impede a Member's authority to operate, manage, construct, maintain, and repair its public infrastructure improvements within its jurisdiction.

Article II

Membership

1. **Membership.** The initial membership of the Clear Creek Trail Collaborative shall consist of the Members as defined above, and such other Members as may join the Collaborative if the criteria below are met.
2. **Additional Members.** Additional counties, cities, towns, agencies, or organizations may be allowed to join the Collaborative as a Member upon: a) demonstrating their connection to the Clear Creek Trail by meeting the criteria listed below, and b) approval by majority vote by all Collaborative Members.

Criteria includes:

- A. The organization has a relationship with the Clear Creek Trail corridor.
- B. The organization is a governmental agency or a 501(c)(3) non-profit.
- C. The organization's mission and values align with the goals of the Clear Creek Trail Collaborative.
- D. The organization has been, is currently, or will be impacted by projects or programs implemented by the Clear Creek Trail Collaborative.

In the event an Additional Member joins the Collaborative as outlined above, the Members shall execute an amendment to this Agreement acknowledging the addition of the Additional Member and specifying the rights, powers, duties, and obligations of the Additional Member.

3. **Additional Community Participants.** Other parties, who will be called “Community Participants,” shall be permitted to attend Clear Creek Trail Collaborative meetings. Community Participants are not Members of the Collaborative and shall have no voting rights. As such, Community Participants are not required to demonstrate their connection to the Clear Creek Trail. Community Participants may include non-profit organizations, for-profit businesses, other community organizations, homeowners’ associations, and/or interested individuals that desire to attend Collaborative meetings. Community Participants may be invited to provide feedback, make presentations, and/or share information with the Collaborative from time to time.
4. **Member Expectations.** Members are expected to attend Collaborative meetings to the best of their ability and contribute to Collaborative discussions. If Members are not able to attend Collaborative meetings, Members are expected to communicate their absence to the Collaborative and send a substitute Member in their place. Members (and their substitutes, if applicable) are expected to answer questions or seek answers to questions in a timely manner. Members are expected to understand that the Collaborative is a regional effort and commit to working together to advance the goals of the Collaborative.
5. **Withdrawal.** Any Member may withdraw from the Clear Creek Trail Collaborative by giving six (6) months’ written notice to the Board of the Collaborative of its intent to withdraw. A withdrawing Member shall have no obligation, financial or otherwise, to the Collaborative following the effective date of its withdrawal, except as otherwise provided herein and except that if such withdrawing Member is bound by any ongoing obligation in its capacity as a Member of the Collaborative that cannot be completed without the significant involvement of the withdrawing Member by the effective date of withdrawal, such withdrawing Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged as determined by a majority of the Members. A withdrawing Member acknowledges and agrees it may still be required to review and respond to corridor-wide projects, policies, or procedures regardless of the status of its membership in the Collaborative.
6. **Defaulting Member.** Should any Member of the Collaborative fail to participate as a Member of the Collaborative or fail to comply with the terms of this Agreement, such failure shall be deemed a default and the remaining Members in good standing may exercise their rights to seek enforcement of the Agreement.

Article III

Governance Structure

2. **Collaborative Governing Body.** The Collaborative includes the Trail Managing Agencies and the Advisory Agencies but not Community Participants and shall be governed by a board (“Board”) that is comprised of the Trail Managing Agencies.
3. **Board Representatives.** Board positions shall be tied to the Board Member, not an individual, though each Board Member must identify an appointed staff person who will act as its participating Board Member. If necessary, a Board Member may appoint a

substitute to represent its Board Member at any Collaborative meeting and that substitute Board Member may participate as a full Board Member at any meeting at which they attend.

4. **Roles and Responsibilities.** The Board is the primary decision-making body for agenda setting and administration of the Collaborative; it approves agreements and membership requirements; sets agendas and action plans; establishes sub-committees where applicable; and facilitates Collaborative meetings and the decision-making process. All Members of the Collaborative are encouraged to contribute input, advice, recommendations, and/or agenda topics at Collaborative meeting with the goal of discussing, deliberating, and to the extent possible, work to come to consensus regarding specific action items.
5. **Decision-Making.** The Board is responsible for making decisions on behalf of the Collaborative. Any topics that require a vote shall be communicated to the Collaborative at least two (2) weeks before the Collaborative meeting. Final decisions (“Decision”) of the Collaborative shall be determined by vote of all Board Members (one vote per Board Member). Board Members who are unable to attend a meeting may vote by email. The Board shall strive for consensus on all Decisions. Consensus in this context is defined as an agreement that Board Members can support or abide by and to which they do not formally object. Should the Board fail to come to a consensus on a Decision, the Decision shall not be adopted.
6. **Pay and Expenses.** The Members of the Board shall not receive compensation from the Collaborative for their services. Each Member is responsible for its own costs and expenses incurred in participating under this Agreement.
7. **Sub-Committees.** The Collaborative has already established the Branding Sub-Committee to facilitate the development of a cohesive branding and wayfinding plan for the full corridor of the Clear Creek Trail. Other sub-committees may be established by consensus vote of the Board. Sub-committees shall be solely advisory to the Board unless a specific delegation of decision-making authority is granted to the sub-committee by the Board. The composition of sub-committees shall be at the discretion of the Board and may include both representatives of the Members and others who may have subject matter expertise that would be helpful to the Collaborative.
8. **Subsequent Agreements and Plans.** The Members agree that any specific plans, programs, and services agreed upon by the Members to achieve the objectives of the Agreement will be executed or implemented in accordance with this Agreement subject to the Members’ respective appropriation, discretion, and authority to implement a plan, program, or service in its jurisdiction. The Members acknowledge that other agreements or documents may be needed to further authorize and implement these plans, programs, and services within a particular jurisdiction.

Article IV Meetings

1. **Schedule.** The Collaborative shall meet quarterly (“Collaborative Meetings”). The Collaborative Meetings shall be hosted and facilitated by the Members on a rotating schedule and may be in person or electronic at the discretion of the Members. One Collaborative Meeting per year will be dedicated to planning strategy and direction for the next year of the Collaborative.

The Board shall also have separate meetings (“Board Meetings”) at a minimum of once per quarter. The purpose of these Board Meetings is primarily to plan quarterly Collaborative Meetings and address any priority projects or needs.

2. **Attendance.** Members are encouraged to attend all Collaborative Meetings. If a Member is unable to attend a meeting, that Member is expected to communicate their absence to the Collaborative and appoint a substitute to represent their agency. The substitute Member may participate as a full member at any meeting at which they attend.
3. **Sub-Committee Meetings.** Sub-committees may meet at separate and independent times of the Collaborative. Sub-committee meetings may be in person or electronic, at the discretion of the participants.

Article V Projects

1. **Project Planning.** Trail Managing Agencies are encouraged to develop plans for accomplishing projects along the portions of the Clear Creek Trail within their respective jurisdiction and share those plans with the Collaborative to highlight potential coordination or collaboration opportunities. Projects include routine maintenance/repair projects, capital projects, special projects, planning efforts, programs, services, or other projects that impact the Clear Creek Trail.
2. **Routine Maintenance/Repair Projects.** Trail Managing Agencies shall each be responsible for routine maintenance and routine repair of the portions of the Clear Creek Trail within their respective jurisdictions, subject to that Members’ appropriation, authority, and discretion. Trail Managing Agencies shall ensure that any work completed on or along the trail is consistent with the maintenance standards and procedures to be developed by the Members. These standards and procedures may allow for flexibility to address the diverse contexts and budgets of the three different trail segments (Mountains, Canyon, Plains).
3. **Capital Projects.** Trail Managing Agencies shall each be responsible for capital projects of the portions of the Clear Creek Trail within their respective jurisdictions subject to that Members’ appropriation, authority, and discretion.
4. **Member Collaboration.** Members are encouraged, but not required, to contribute to other Members’ individual agency projects in the form of financial contributions, in-kind contributions, letters of support, communication materials, or other means. Members are also able to enter into separate agreements without the approval of the Clear Creek Trail Collaborative.

5. **Grants.** Members are encouraged to pursue grants for projects that benefit the portions of the Clear Creek Trail within their respective jurisdictions. The applying Member shall be responsible for all grant requirements, including writing the grant application, supplying the monetary match (if applicable), and managing the grant if awarded. All non-applying Members are encouraged to support the applying Member's grant application, including submitting letters of support.
6. **Cost-Sharing.** For projects that apply to the full corridor of the Clear Creek Trail or to all Members along the corridor, Members may contribute an amount to be determined on a case-by-case basis under a separate agreement, subject to the Members' respective appropriation, authority, and discretion. A determination on whether to enter into a separate agreement for projects that apply to the full corridor of the Clear Creek Trail or to all Members along the corridor shall be made upon a consensus vote of all Members.

Article VI

Miscellaneous

1. **Term.** This Agreement shall commence on the date of its full execution by the Members and shall be reviewed at a minimum of every five (5) years from its Effective Date.
2. **Amendment.** The Members agree that any Member may propose amendments to this Agreement. Such amendments shall be reviewed through the Collaborative's decision-making process, as outlined herein, and shall not be effective unless authorized through a written amendment to this Agreement executed by all Members.
3. **Termination.** The Agreement may be terminated by approval of a majority vote of the Members to the Agreement and written confirmation from Board Members upon six (6) months' prior written notice to all Members of the Agreement; provided, however, that this Agreement may not be terminated so long as the Collaborative has outstanding obligations, financial or otherwise, unless provision for full payment or performance of such obligations has been made pursuant to the terms thereof.
4. **Appropriation of Funds.** This agreement does not create a multi-year fiscal obligation or a duty for Members to appropriate funds. All financial obligations are subject to annual appropriation. Any Members' payment obligation, whether direct or contingent, extends only to the funds appropriated by the Members' respective governing and approving body for the purpose of the Agreement. A Member does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any Member.
5. **Third Party Liability, Governmental Immunity.** Per Colorado Revised Statutes (CRS) Section 24-10-101, each governmental entity who is a Member in this Agreement is responsible for its own negligent acts and omissions and shall be responsible for claims brought by third parties occurring on those portions of the trail lying within their respective jurisdictions without recourse or reimbursement from any other Member. Each

governmental entity who is a Member in this Agreement shall not be deemed to have waived privileges and immunities available to governmental entities under the provisions of CRS 24-10-101.

6. **Severability.** The provisions of this Agreement are severable. If a provision or any part of this Agreement or the application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Agreement, and in such event this Agreement shall be construed in all respects as if such invalid provision were omitted.
7. **Binding Agreement.** The provisions of this Agreement shall bind and inure to the benefit of each Member and its respective successors and permitted assigns, if any.
8. **Headings.** The headings provided throughout this Agreement are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.
9. **Counterparts and Electronic Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Members agree to allow the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.
10. **Authority to Enter Agreement.** The signatures of those representatives of the Members below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates noted on the signature pages.

[Remainder of page intentionally left blank. Signature pages to follow.]

JEFFERSON COUNTY, COLORADO

Joe Kerby
County Manager
Date:

Approved as to form:

Anthony C. Chambers
Assistant County Attorney

ADAMS COUNTY, COLORADO

Name:

Title:

Date:

CLEAR CREEK COUNTY, COLORADO

Name:

Title:

Date:

City of WHEAT RIDGE, COLORADO

Name:

Title:

Date:

City of GOLDEN, COLORADO

Name:

Title:

Date:

City of IDAHO SPRINGS, COLORADO

Name:

Title:

Date:

Town of GEORGETOWN, COLORADO

Name:

Title:

Date:

Town of SILVER PLUME, COLORADO

Name:

Title:

Date:

CITY & COUNTY OF DENVER, COLORADO

Name:

Title:

Date:

City of ARVADA, COLORADO

Name:

Title:

Date:

COLORADO DEPARTMENT OF TRANSPORTATION

Name:

Title:

Date:

MILE HIGH FLOOD DISTRICT

Name:

Title:

Date:

COLORADO PARKS & WILDLIFE

Name:

Title:

Date:

APEX PARK & RECREATION DISTRICT

Name:

Title:

Date:

PROSPECT RECREATION & PARK DISTRICT

Name:

Title:

Date:



Clear
Creek
Trail





THE VISION

To become the most recognizable and rewarding trail system in the entire region.

THE DESCRIPTION

The Clear Creek Trail is an inspiring and accessible multi-use path that flows from the headwaters of the continental divide to the plains of the South Platte River.

THE EXPERIENCE

Serving nearly three million residents and countless visitors, this 65 mile trail is the quintessential Colorado experience. It follows Clear Creek in a 1 mile drop in elevation as it traverses majestic mountains, dramatic canyons, picturesque cities, and golden prairies. The trail provides safe and equitable access to nature while transporting visitors to some of Colorado’s most spectacular natural environments. Open to pedestrians, commuters, and avid adventurers, the trail offers a unified and exceptionally well executed experience that makes it easy to find, navigate, and enjoy. All while encouraging physical activity, promoting positive outdoor stewardship, and celebrating the beautiful landscapes that

THE TAGLINE

From Peaks to Plains





LOGO SYSTEM

FLUID IN NATURE

This brand distills the landscapes shaped by Clear Creek into a bold, iconographic form. Inspired by the river’s journey—from alpine headwaters to prairie confluence—the design abstracts topography, hydrology, and movement into a visual language of distilled symbols.

With a structured yet fluid aesthetic, the brand balances heritage and modernity. The result is an identity that feels both rooted and dynamic – capturing the essence of Clear Creek’s ever-evolving path.

STANDARD

INVERSE

PRIMARY LOGO



PRIMARY ALTERNATIVES



SECONDARY



LOGOMARK





THE COLOR SYSTEM

COLORADO GREEN

R	82
G	124
B	81
C	65%
M	25%
Y	75%
K	25%

SERVICE BROWN

R	90
G	65
B	59
C	50%
M	65%
Y	65%
K	45%

LEGACY BLUE

R	77
G	134
B	154
C	75%
M	35%
Y	35%
K	00%

AUTUMN OCHRE

R	171
G	131
B	62
C	15%
M	35%
Y	80%
K	25%

WHITE

R	255
G	255
B	255
C	0%
M	0%
Y	0%
K	0%



TYPOGRAPHY SYSTEM

PRIMARY + DISPLAY

Avenir Next LT Pro : Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

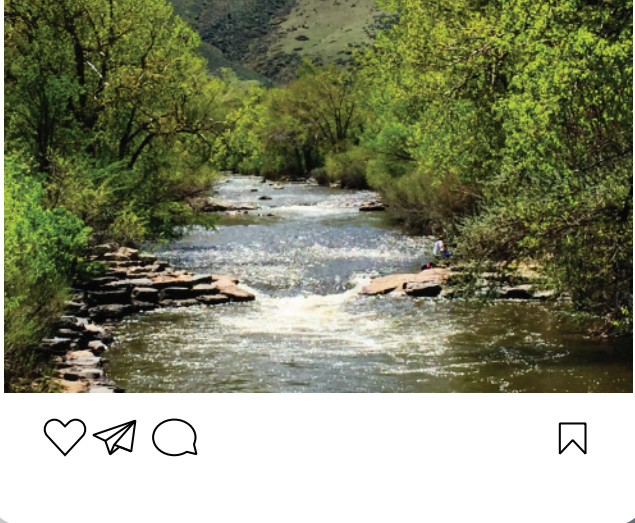
0123456789

SECONDARY

Avenir Next Pro Family

Aa Ultra Light **Aa Bold**
Aa Regular **Aa Heavy**
Aa Medium

Avenir Pro was chosen as the primary typeface for the Clear Creek Trail brand. It was selected based on the large array of styles available and humanist touches while still being a clean and concise sans-serif.



Good boys
welcome.



These examples demonstrate how the brand comes to life in a digital context. Type elements can present as optional focal points, while the color palette and use of simple rounded shapes help to maintain visual consistency. Photography focuses on natural beauty and a welcoming, active community – capturing the trail’s spirit of accessibility.





Clear Creek Trail

Inaugural CCT Invitational

Compete in the only race that shows the full Colorado experience...

From Peaks to Plains



June 1st-3rd

Prizes sponsored by Summit Outfitters



These examples show the potential for merchandise to strengthen brand identity and foster a sense of belonging—turning the Clear Creek Trail into a shared emblem of local pride. From stickers and patches to trail gear and apparel, each item uses the brand identity to connect with an active audience.

THIS BRAND BOOK IS THE RESULT OF A COLLABORATIVE EFFORT BETWEEN



If there are questions or additional file needs beyond those provided, please reach out to our branding team.

norris-design.com

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
May 26, 2026**

The City Council of the City of Idaho Springs held a work session, regular meeting and executive session on May 26th, 2026, in the city council chambers. Mayor Chuck Harmon called the regular meeting to order at 7:06 p.m.

Answering the roll were: Mayor Chuck Harmon, Mayor Pro Tem Jeremy Jones, Councilmember Lisa Manifold, Councilmember Sharon Bassist, Councilmember Kate Collier and Councilmember Janine Mariani. Staff present were City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson, Deputy City Clerk Wonder Martell, Community Development Planner Dylan Graves and Public Works Director Edward Sigward and Chief of Police Nathan Buseck. Associate City Attorney Nick Klein was in attendance via ZOOM.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Mariani moved to approve the agenda of May 26th, 2026, Mayor Pro Tem Jeremy Jones seconded. Second followed by an all in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Mayor Pro Tem Jeremy Jones moved to approve the minutes of May 11th, 2026, Councilmember Manifold seconded. Second followed an all in favor voice vote.

APPROVAL OF BILLS

Councilmember Collier moved to approve the bills through May 11th, 2026. Mayor Pro Tem Jeremy Jones seconded. Second followed by an all in favor roll call vote.

PUBLIC COMMENT – SCHEDULED

UNSCHEDULED PUBLIC COMMENT

COMMITTEE REPORTS

Tracy Troia with Clear Creek County Department of Human Services presented the donation request for the Mayors and Commissioners Youth Program. Ms. Troia advised that this program has been in existence for 30 years, 20 years in Clear Creek County specifically and these awards are for youth ages 13 thru 19 who have overcome adversity and they must be nominated. They get a gift card, a nice dinner with their family and \$500.00 scholarships for sports or tech school for example. Mayor Harmon thanked Ms. Troia for her presentation and expressed city support for a donation for this program.

LIQUOR LICENSING AUTHORITY

Public Hearing for an application for a modification of premises for Mother Lode Brewing, LLC dba Tommyknocker Brewery and Pub located at 1401 Miner Street Idaho Springs, CO 80452
Mayor Harmon opened the public hearing at 7:15 pm.

STAFF- Deputy City Clerk Wonder Matell went over her staff report with the authority. Ms. Martell advised council that the notice of this hearing was published in the Clear Creek Courant on May 14th, 2026 (Exhibit A) and was posted on the premises on May 11th, 2026. This property is zoned HD which permits the sale of alcohol beverages.

APPLICANT - Steve Indrehus 377 Dumont Lane, Dumont CO 80436

Mr. Indrehus advised the authority that this reduction of premises will be used as a Depot for the Argo Project. This way delivery trucks can deliver/distribute at this location, and the Argo can come pick up to transport to their location. This may help with less deliveries in the downtown area.

Mayor Harmon closed the public hearing at 7:18 pm.

MOTION -

Councilmember Bassist moved to approve the modification of premises for modification of premises for Mother Lode Brewing, LLC dba Tommyknocker Brewery and Pub located at 1401 Miner Street Idaho Springs, CO 80452. Councilmember Manifold seconded. Second followed by an all in favor roll call vote. Motion carries.

FINANCE OFFICER

April financial statements were in the packet for review, the finance officer was not in attendance for this meeting.

RESOLUTIONS

Mayor Pro Tem Jeremy Jones moved to approve Resolution #12, Series 2026 A Resolution Adopting an Amended City Parking Plan. Councilmember Collier seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

ORDINANCNE SECOND READING

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with no requests for action. Councilmember Manifold asked Mr. Marsh if the GOCO Grant was only for Shelly Quinn Fields and no other park. Mr. Marsh confirmed that it's dedicated to that particular project. But he would try for other grants for the other City Parks. Councilmember Manifold mentioned that she heard that there was some improvements to CRC Park and asked what had been done. Public Works Director Edward Siward advised council that Public Works Supervisor Willie Prickett had found a company that specialized inn plastic welding and they took some slides to this professional plastic welder and the slides are now operational and the work should last about a year to allow the city time to make improvements to the park.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator – Staff report submitted with no request for action.

Community Development Planner- No staff report submitted.

Deputy City Clerk – No staff report submitted.

POLICE DEPARTMENT

Staff report submitted with no requests for action.

PUBLIC WORKS DEPARTMENT

Staff report submitted with no requests for action. Still working on park improvements.

CITY CLERK/TREASURER

MAYOR/COUNCIL

Mayor Harmon advised council that he was handing out a performance review sheet for City Administrator Andrew Marsh. This form has come from Edgewater, and the City Attorney has made some edits to it. Mayor Harmon advised council that previously, the evaluation had been completed by the Mayor only and this one is for all of council. Mayor Harmon does not like things to fester, but rather address things right away. Mayor Harmon advised council that they do not have to complete these review forms, but if they want to, to please give the completed forms back to him so he may compile the information. This is not mandatory for council to complete, but voluntary.

Councilmember Mariani wanted to give a Housing Authority update. They have a wonderful executive director, and they have been awarded \$ from the state to build some units in Georgetown, and those units will be affordable housing for sale, so the first project has been funded.

Councilmember Manifold wanted to give personal thanks to Dylan and Wonder for all their work on HPRC and researching codes and regulations.

EXECUTIVE SESSION

Councilmember Manifold moved to go into executive session under CRS section 24-6-402(4)(b) to confer with the City Attorney for the purpose of receiving legal advice and information concerning potential November ballot issues. Councilmember Collier seconded, second followed by an all in favor voice vote.

ADJOURN

Mayor Harmon adjourned the executive session at 8:22 pm.

Mayor Harmon adjourned the regular meeting at 8:22 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Alsco - Denver Linen (13)								
3295773								
3295773	Invoice	Carpets	06/02/2026	06/12/2026	105.27	Open	06/26	10-30-5108
Total 3295773:					105.27			
Total Alsco - Denver Linen (13):					105.27			
AT&T Mobility (283)								
287246995984X05212026								
287246995984X05212026	Invoice	Cell Phone	05/21/2026	06/08/2026	313.16	Open	05/26	10-10-5335
Total 287246995984X05212026:					313.16			
Total AT&T Mobility (283):					313.16			
Chamomile & Sage Consulting (2265)								
6.1.26								
6.1.26	Invoice	Business and Community Promoti	05/31/2026	06/15/2026	1,533.33	Open	05/26	10-21-5108
6.1.26	Invoice	Business and Community Promoti	05/31/2026	06/15/2026	5,133.33	Open	05/26	59-70-5108
6.1.26	Invoice	crisis communications workshop	05/31/2026	06/15/2026	95.00	Open	05/26	10-21-7600
6.1.26	Invoice	Meta Marketing Reimbursement	05/31/2026	06/15/2026	99.83	Open	05/26	10-21-5109
Total 6.1.26:					6,861.49			
Total Chamomile & Sage Consulting (2265):					6,861.49			
Chicago Creek Sanitation (434)								
2026-06								
2026-06	Invoice	Maintenance Fee	05/29/2026	06/29/2026	206.00	Open	06/26	51-00-5206
Total 2026-06:					206.00			
Total Chicago Creek Sanitation (434):					206.00			
City of Idaho Springs (289)								
6.5.26								
6.5.26	Invoice	Payroll Transfer	06/01/2026	06/05/2026	62,000.00	Open	06/26	10-00-1580
Total 6.5.26:					62,000.00			
Total City of Idaho Springs (289):					62,000.00			
Clear Creek County Road & Bridge (1278)								
MAY 2026								
MAY 2026	Invoice	Fleet fuel/Parks	06/01/2026	06/30/2026	614.07	Open	04/26	10-60-6191
MAY 2026	Invoice	Fleet fuel/Police	06/01/2026	06/30/2026	4,572.33	Open	04/26	10-30-6191
MAY 2026	Invoice	Fleet fuel/Streets	06/01/2026	06/30/2026	1,173.26	Open	04/26	10-10-6191
MAY 2026	Invoice	Fleet fuel/WasteWater	06/01/2026	06/30/2026	172.49	Open	04/26	52-00-6191
MAY 2026	Invoice	Fleet fuel/Water	06/01/2026	06/30/2026	172.48	Open	04/26	51-00-6191
Total MAY 2026:					6,704.63			
Total Clear Creek County Road & Bridge (1278):					6,704.63			
Clear Creek Mayors and Commissioners (1728)								
5.12.26								
5.12.26	Invoice	Mayor & Commissioner Youth Aw	05/12/2026	06/12/2026	2,000.00	Open	06/26	10-21-5036
Total 5.12.26:					2,000.00			
Total Clear Creek Mayors and Commissioners (1728):					2,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Clear Creek Supply (291)								
21572								
21572	Invoice	keys	05/29/2026	06/29/2026	14.94	Open	04/26	10-30-5108
21572	Invoice	ratchet straps	05/29/2026	06/29/2026	159.96	Open	04/26	10-30-5108
Total 21572:					174.90			
Total Clear Creek Supply (291):					174.90			
CNE Creative Enterprises, LLC (2284)								
3136								
3136	Invoice	Slide Repair	05/21/2026	06/20/2026	500.00	Open	05/26	10-60-6200
Total 3136:					500.00			
Total CNE Creative Enterprises, LLC (2284):					500.00			
Colorado Analytical Lab (945)								
260512196								
260512196	Invoice	Water Testing	05/19/2026	06/18/2026	372.60	Open	05/26	52-00-5201
Total 260512196:					372.60			
260519209								
260519209	Invoice	total coliform P/A compl	05/20/2026	06/19/2026	103.50	Open	05/26	52-00-5335
Total 260519209:					103.50			
260519188								
260519188	Invoice	bod-5	05/26/2026	06/25/2026	66.60	Open	05/26	52-00-5201
Total 260519188:					66.60			
260521135								
260521135	Invoice	total coliform P/A compl	05/26/2026	06/25/2026	20.70	Open	05/26	52-00-5335
Total 260521135:					20.70			
Total Colorado Analytical Lab (945):					563.40			
Colorado Community Media (1981)								
IVIT 1DBU-0003								
IVIT 1DBU-0003	Invoice	Legal Publication	05/12/2026	06/12/2026	432.39	Open	05/26	10-20-5312
Total IVIT 1DBU-0003:					432.39			
IVIT 1DBU-0004								
IVIT 1DBU-0004	Invoice	Legal Publication	05/12/2026	06/12/2026	154.22	Open	05/26	10-20-5312
Total IVIT 1DBU-0004:					154.22			
IVIT 1DBU-0005								
IVIT 1DBU-0005	Invoice	Legal Publication	05/13/2026	06/13/2026	365.46	Open	05/26	10-20-5312
Total IVIT 1DBU-0005:					365.46			
IVIT 1DBU-0006								
IVIT 1DBU-0006	Invoice	Drinking Water Report	05/20/2026	06/20/2026	186.34	Open	05/26	51-00-5108
IVIT 1DBU-0006	Invoice	Drinking Water Report	05/20/2026	06/20/2026	186.34	Open	05/26	52-00-5108
Total IVIT 1DBU-0006:					372.68			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Colorado Community Media (1981):					1,324.75			
Comcast (1486)								
0194987-5052026								
0194987-5052026	Invoice	Pd internet	05/05/2026	05/30/2026	268.82	Open	05/26	10-30-5335
Total 0194987-5052026:					268.82			
0197295-5232026								
0197295-5232026	Invoice	City Hall Internet	05/23/2026	06/17/2026	475.22	Open	06/26	10-20-5335
Total 0197295-5232026:					475.22			
Total Comcast (1486):					744.04			
Creative Trajectory (2281)								
10180683								
10180683	Invoice	Social Media	05/19/2026	06/18/2026	2,500.00	Open	05/26	10-21-5038
Total 10180683:					2,500.00			
Total Creative Trajectory (2281):					2,500.00			
Doyle Disposal (380)								
38850								
38850	Invoice	WWTP Dumpster	05/25/2026	06/24/2026	453.00	Open	06/26	52-00-5202
Total 38850:					453.00			
Total Doyle Disposal (380):					453.00			
Dulaney Architecture (2122)								
MAY2026-2023-61								
MAY2026-2023-61	Invoice	Design Development New PD	06/01/2026	06/30/2026	6,768.50	Open	05/26	21-00-7045
Total MAY2026-2023-61:					6,768.50			
MAY2026-2023-61 -ADD								
MAY2026-2023-61 -ADD	Invoice	Additional Services for PD	06/01/2026	06/30/2026	3,007.43	Open	05/26	21-00-7045
Total MAY2026-2023-61 -ADD:					3,007.43			
MAY2026-2026-61-PARK								
MAY2026-2026-61-PARK	Invoice	Parking Initiative Plan	06/01/2026	06/30/2026	7,250.00	Open	05/26	59-70-5108
Total MAY2026-2026-61-PARK:					7,250.00			
Total Dulaney Architecture (2122):					17,025.93			
Fort Collins Marriott (2211)								
6.1.2026								
6.1.2026	Invoice	Clerk School Lodging	06/01/2026	07/09/2026	845.00	Open	06/26	10-20-5305
Total 6.1.2026:					845.00			
Total Fort Collins Marriott (2211):					845.00			
Galls (527)								
034951272								
034951272	Invoice	admin shirts for pd	05/05/2026	06/04/2026	291.46	Open	05/26	10-30-6030
Total 034951272:					291.46			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
034964020								
034964020	Invoice	tourniquet	05/06/2026	06/05/2026	33.99	Open	05/26	10-30-6030
Total 034964020:					33.99			
035019182								
035019182	Invoice	admin shirts for pd	05/12/2026	06/11/2026	437.36	Open	05/26	10-30-6030
Total 035019182:					437.36			
Total Galls (527):					762.81			
HD Supply (1895)								
9248969671								
9248969671	Invoice	parks supplies	05/08/2026	06/07/2026	985.33	Open	06/26	10-60-6010
Total 9248969671:					985.33			
9248997735								
9248997735	Invoice	water filter	05/10/2026	06/09/2026	254.92	Open	06/26	10-20-5208
Total 9248997735:					254.92			
Total HD Supply (1895):					1,240.25			
KDVR (2262)								
5203521								
5203521	Invoice	Paid Advertising	03/31/2026	06/30/2026	3,000.00	Open	03/26	10-21-5109
Total 5203521:					3,000.00			
5203521-2								
5203521-2	Invoice	Paid Advertising	04/30/2026	06/30/2026	3,000.00	Open	05/26	10-21-5109
Total 5203521-2:					3,000.00			
Total KDVR (2262):					6,000.00			
Kelsey Huckaby (2285)								
6.6.26								
6.6.26	Invoice	Face Painting	06/01/2026	06/06/2026	500.00	Open	06/26	10-21-5032
Total 6.6.26:					500.00			
7.4.26								
7.4.26	Invoice	Face Painting	07/04/2026	07/04/2026	500.00	Open	06/26	10-21-5032
Total 7.4.26:					500.00			
Total Kelsey Huckaby (2285):					1,000.00			
Law Firm Of Suzanne Rogers PC (737)								
6.1.26								
6.1.26	Invoice	Mileage	06/01/2026	06/30/2026	63.37	Open	06/26	10-40-5115
6.1.26	Invoice	Prosecutor	06/01/2026	06/30/2026	1,500.00	Open	06/26	10-40-5115
Total 6.1.26:					1,563.37			
Total Law Firm Of Suzanne Rogers PC (737):					1,563.37			
Liberty Communications (1547)								
4153399								
4153399	Invoice	phone service admin	05/30/2026	06/29/2026	141.77	Open	06/26	10-20-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
4153399	Invoice	phone service police	05/30/2026	06/29/2026	141.77	Open	06/26	10-30-5303
4153399	Invoice	phone service public works	05/30/2026	06/29/2026	141.76	Open	06/26	10-10-5303
4153399	Invoice	phone service wastewater	05/30/2026	06/29/2026	70.89	Open	06/26	52-00-5303
4153399	Invoice	phone service water	05/30/2026	06/29/2026	70.89	Open	06/26	51-00-5303
Total 4153399:					567.08			
Total Liberty Communications (1547):					567.08			
McDonald Farms (1588)								
0188412								
0188412	Invoice	WasteWater Hauled to Landfill	04/30/2026	05/15/2026	1,314.00	Open	04/26	52-00-5250
Total 0188412:					1,314.00			
Total McDonald Farms (1588):					1,314.00			
Michael Goodbee (1940)								
6.1.26								
6.1.26	Invoice	Judge	06/01/2026	06/30/2026	1,600.00	Open	06/26	10-40-5110
Total 6.1.26:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Motherlode Brewery (1686)								
CIS 05.26.26								
CIS 05.26.26	Invoice	rafter season opener party	05/26/2026	06/10/2026	400.00	Open	06/26	10-21-5032
Total CIS 05.26.26:					400.00			
Total Motherlode Brewery (1686):					400.00			
Peak Digital Office Solutions (409)								
74708								
74708	Invoice	Meter Bill	06/01/2026	06/16/2026	233.88	Open	06/26	10-20-5309
Total 74708:					233.88			
Total Peak Digital Office Solutions (409):					233.88			
Smokin Yard's (2111)								
4105								
4105	Invoice	Community Meeting	05/14/2026	06/13/2026	444.83	Open	05/26	10-21-5032
Total 4105:					444.83			
Total Smokin Yard's (2111):					444.83			
Summit Asbestos Testing (2181)								
1648								
1648	Invoice	1531 Asbestos Demolition Survey	05/26/2026	06/25/2026	2,532.00	Open	05/26	59-70-7901
Total 1648:					2,532.00			
Total Summit Asbestos Testing (2181):					2,532.00			
Symbol Arts (998)								
0567859								
0567859	Invoice	Badge patches	05/29/2026	06/26/2026	1,501.50	Open	05/26	10-30-6030
Total 0567859:					1,501.50			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Symbol Arts (998):					1,501.50			
T Mobile (2040)								
997960542-52026								
997960542-52026	Invoice	Pd hot spots	05/23/2026	06/19/2026	705.60	Open	05/26	10-30-5335
Total 997960542-52026:					705.60			
Total T Mobile (2040):					705.60			
The Compliance Alliance (852)								
0347								
0347	Invoice	Post Accident Drug & Alcohol Test	05/21/2026	06/20/2026	155.00	Open	05/26	10-10-5108
Total 0347:					155.00			
Total The Compliance Alliance (852):					155.00			
The Ride Series (2286)								
1198								
1198	Invoice	Content Creation	05/19/2026	06/18/2026	1,250.00	Open	05/26	10-21-5109
Total 1198:					1,250.00			
Total The Ride Series (2286):					1,250.00			
Thrive 4 Corp. (2173)								
8099								
8099	Invoice	Commission	05/01/2026	06/01/2026	1,000.00	Open	05/26	10-21-5109
Total 8099:					1,000.00			
Total Thrive 4 Corp. (2173):					1,000.00			
Truleo, Inc (2228)								
IDS--02								
IDS--02	Invoice	AI Platform	06/01/2026	08/15/2026	3,600.00	Open	06/26	10-30-7011
Total IDS--02:					3,600.00			
Total Truleo, Inc (2228):					3,600.00			
Utility Notification Center of Colorado (1984)								
226050904								
226050904	Invoice	Locates	05/31/2026	06/30/2026	40.95	Open	05/26	51-00-5108
226050904	Invoice	Locates - WW	05/31/2026	06/30/2026	40.94	Open	05/26	52-00-5108
Total 226050904:					81.89			
Total Utility Notification Center of Colorado (1984):					81.89			
WEX BANK (1459)								
112654604								
112654604	Invoice	Fleet fuel - Police	05/23/2026	06/12/2026	452.35	Open	05/26	10-30-6191
Total 112654604:					452.35			
Total WEX BANK (1459):					452.35			
Xcel Energy (540)								
5.31.26								
5.31.26	Invoice	10 Montane	05/31/2026	06/30/2026	52.88	Open	05/26	51-00-6001
5.31.26	Invoice	103 14th	05/31/2026	06/30/2026	57.41	Open	05/26	10-20-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
5.31.26	Invoice	1101 Soda Creek	05/31/2026	06/30/2026	150.63	Open	05/26	51-00-6001
5.31.26	Invoice	1744 Miner Street	05/31/2026	06/30/2026	256.33	Open	05/26	10-30-6001
5.31.26	Invoice	1801 miner a	05/31/2026	06/30/2026	24.65	Open	05/26	52-00-6001
5.31.26	Invoice	200 Colorado	05/31/2026	06/30/2026	326.93	Open	05/26	10-10-6001
5.31.26	Invoice	960 CR 314 New PW Facility	05/31/2026	06/30/2026	590.20	Open	05/26	10-10-6001
5.31.26	Invoice	City Hall	05/31/2026	06/30/2026	380.54	Open	05/26	10-20-6001
5.31.26	Invoice	New WWTP	05/31/2026	06/30/2026	3,876.70	Open	05/26	52-00-6001
5.31.26	Invoice	Parks	05/31/2026	06/30/2026	444.15	Open	05/26	10-60-6001
5.31.26	Invoice	PD	05/31/2026	06/30/2026	253.07	Open	05/26	10-30-6001
5.31.26	Invoice	street lights	05/31/2026	06/30/2026	4,865.76	Open	05/26	10-10-6001
5.31.26	Invoice	Water Treatment Plant	05/31/2026	06/30/2026	4,327.64	Open	05/26	51-00-6001
5.31.26	Invoice	Wwtp	05/31/2026	06/30/2026	2,894.92	Open	05/26	52-00-6001
Total 5.31.26:					18,501.81			
Total Xcel Energy (540):					18,501.81			
Grand Totals:					147,227.94			

Report GL Period Summary	
GL Period	Amount
04/26	8,193.53
03/26	3,000.00
06/26	76,289.07
05/26	59,745.34
Grand Totals:	147,227.94

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0



City of Idaho Springs City Council

Meeting Date: _____

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

Return to Wonder Martell, Deputy City Clerk, by 6:00 PM the Wednesday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

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

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

- ❖ Citizens may speak on any issue that is not elsewhere on the agenda.
- ❖ Council generally will not act on any request at the same meeting.
- ❖ It is strongly recommended that you contact the appropriate City staff member prior to coming to Council. Quite often the issue can be resolved by staff action.
- ❖ This forum is not intended for financial requests. All financial requests must be made through the City Clerk's Office.
- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 8 copies each of any related documents to this form.

Summary of your comments or concerns:

What staff member have you spoken to about this matter? Please summarize your discussion.

Requested By: _____ Organization: _____

Phone: (Home): _____ (Work): _____

(Fax): _____ (Cell): _____

Mailing address: _____ E-Mail Address: _____

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ____ Yes ____ No

Missing: _____

SUBJECT: Pre-Litigation Notice, Rejection of Proposed Fence Agreement, Proposed Counter-Terms, Request for Immediate Mitigation, and Preservation of Evidence

TO: Idaho Springs City Council

CC: City Administrator Andrew Marsh; City Attorney Carmen Beery

FROM: Heather Campbell and David Harvey, Owners of 1521 Colorado Boulevard

DATE: June 3, 2026

Dear Members of the Idaho Springs City Council:

We are writing in a spirit of continued good faith and a genuine desire to resolve the outstanding land-use and compliance issues related to the commercial parking operation at 1503/1505 Colorado Boulevard before formal legal action becomes necessary. We remain willing to engage constructively with the City on these matters. However, the unresolved issues documented below are causing ongoing, measurable harm to our adjacent residential property at 1521 Colorado Boulevard, and we can no longer allow them to continue.

This letter serves four purposes: (1) formal pre-litigation notice of the claims and harms described herein; (2) rejection of the proposed Right-of-Entry, Waiver and Release Agreement in its current form, with proposed counter-terms; (3) a renewed request for specific mitigation measures; and (4) a litigation hold and preservation of evidence notice directed to the City and all associated parties.

I. Unresolved Land-Use and Compliance Issues

Public records obtained through the Colorado Open Records Act (CORA), together with written communications from City staff, establish the following unresolved concerns:

A. Legal Basis for Continued Parking Operations Following FDP Revocation

The Final Development Plan (FDP) approved on November 13, 2023, via Resolution No. 25, Series 2023, was formally revoked by City Administrator Andrew Marsh on May 7, 2026, pursuant to ISMC Section 21-106(H), due to inactivity for more than two years. The City's November 27, 2024 Conditional Approval letter for the temporary commercial parking lot explicitly tied that authorization to the FDP remaining "active and valid."

The revocation of the FDP therefore raises a direct and unresolved question as to the current legal authorization for commercial parking operations on the property. We are not aware of any subsequent zoning determination, variance, or administrative approval that independently authorizes the current 20-space paid parking operation following the FDP's revocation. We respectfully request that the City produce the written legal basis, if one exists, for the continued operation of the parking lot in its current form.

B. Non-Compliance with the Fence Pre-Condition

The City's November 27, 2024 Conditional Approval letter stated unambiguously that side-yard fencing of seven feet (7') in height "must be constructed and approved BEFORE parking occurs on the property." This written condition was not satisfied prior to the commencement of parking

operations. The parking lot has operated continuously without the required privacy buffer from the date operations began to the present.

We acknowledge the City Council's recent determination that the fence obligation may have lapsed with the FDP. We respectfully disagree with that characterization. The fence condition was imposed in direct response to the parking operation's impact on our residential property — an impact that continues to accrue regardless of the FDP's status. The harm the fence was designed to address did not lapse with the FDP, and we do not believe the obligation to remedy it did either.

C. Accessory Use and Operational Scale

The City's March 6, 2025 Parking and Zoning Determination Approval letter confirmed that the proposed retail gift shop and residential unit at 1503 Colorado Boulevard require a minimum of five (5) off-street parking spaces. That same letter noted that the 20-space plan "satisfies the City's parking requirements."

Satisfying parking requirements and operating a commercial paid parking business serving the general public are legally distinct activities. The former is a site improvement condition; the latter is a land use. The current operation — a 20-space paid lot managed in association with Interstate Parking — substantially exceeds the accessory parking needs of the underlying uses. We are not aware of any Planning Commission review or public hearing process that authorized a commercial parking business as a primary or co-equal use of the property. The City's own records reflect that the parking operation was permitted on the basis that it was associated with a licensed business, without independent public review of the parking use itself.

D. Drainage and Runoff

CORA records from November 2024 reflect concerns raised within Public Works regarding grading direction and runoff flow toward Center Alley and adjacent residential properties. A civil engineering drainage plan was prepared for the site in November 2024 by UNCC Engineering. We have not been provided with, and are not aware of the existence of, any "as-built" drainage verification confirming that construction on the site conformed to that plan and that drainage continues to flow toward Colorado Boulevard as originally required.

We respectfully request that the City produce any as-built drainage verification, follow-up inspection reports, or Public Works correspondence addressing current drainage compliance on the site.

E. Scope of Life Safety Inspection

City records reflect that a Life Safety Inspection was conducted in connection with the business use at the property in June 2025 (Permit No. 25IDSP-00059). Based on the available inspection documentation, the scope of that inspection appears limited to the interior of the retail space and does not appear to address exterior parking lot conditions. The records further reflect that the inspection was conducted at 1501 Colorado Boulevard rather than 1503, which we note without further characterization at this time.

Separately, an exposed gas utility hazard on the property was subsequently identified and remediated through the involvement of the Colorado Public Utilities Commission and Xcel

Energy — not through the City's inspection process. We raise this to document the scope of what the Life Safety Inspection did and did not cover, not to relitigate a remediated issue.

II. Rejection of Proposed Fence Agreement and Counter-Terms

We appreciate the City Council's recognition that a privacy buffer between the commercial parking operation and our residential property is necessary and appropriate. The City's willingness to fund and construct the fence is acknowledged and is a constructive step.

However, we are unable to execute the proposed Right-of-Entry, Waiver and Release Agreement in its current form. The agreement as drafted, contains provisions that go well beyond a right-of-entry for fence construction and impose obligations on us that are unreasonable given the circumstances. Specifically:

- **Section 5 (General Release):** The release as drafted is broad enough to be read to extinguish claims arising from the parking lot's operations, drainage impacts, loss of privacy, and prior zoning decisions — all of which predate and are unrelated to the fence's construction. We cannot agree to a release of existing legal and property claims as a condition of receiving a fence that was originally required as a condition of the adjacent property's development approval.
- **Section 6 (Indemnification of the City):** The indemnification provisions require us to defend the City against claims by the adjacent property owner — including the very parties whose parking operation created the need for the fence — if they challenge the fence's construction, location, height, or design. We also cannot agree to indemnify the City against inverse condemnation or constitutional claims brought by third parties. These obligations have no reasonable basis, given that the fence obligation originated as a condition on the adjacent property, not on ours.
- **Section 4 (Maintenance in Perpetuity):** The agreement transfers full and permanent maintenance responsibility to us immediately upon fence completion, with no City obligation whatsoever and no contribution from the adjacent property whose commercial operation necessitated the fence. We are open to accepting reasonable maintenance obligations, but the current structure is unbalanced and should be tied to the continued operation of the commercial use that created the need for the buffer.
- **Incomplete Terms:** The agreement contains material blanks, including the fence location description, linear footage, fence material, and the legal description of the Property in Exhibit A. We cannot execute an agreement with open material terms.

We propose the following counter-terms as the basis for a revised agreement we would be willing to execute:

- Right-of-entry for fence construction only, with no release of any claims predating or unrelated to the physical act of fence construction on our property.
- Explicit carve-outs preserving all claims arising from: (a) the parking lot's operations, noise, glare, and traffic; (b) drainage and runoff impacts; (c) loss of privacy and quiet enjoyment; (d) the City's zoning, approval, and enforcement decisions; and (e) any damages accrued to date.

- Removal of all indemnification obligations on our part, or in the alternative, limitation of any indemnification strictly to claims arising directly from our physical use or modification of the fence following transfer.
- A maintenance structure that either (a) shares ongoing maintenance responsibility with the adjacent property owner for so long as commercial operations continue, or (b) limits our maintenance obligation to reasonable upkeep of a fence in good working condition, with the City retaining an obligation to enforce fence maintenance as a condition of the parking operation's continued use.
- Completion of all material terms prior to execution, including fence location, footage, and material specifications.
- The fence specifications in any revised agreement should reflect the original seven-foot (7') height requirement as stated in the November 27, 2024 Conditional Approval.

III. Request for Immediate Mitigation Measures

In an effort to reduce further harm and avoid unnecessary litigation, we respectfully request that the City Council take the following actions:

- Produce the written legal basis, if any exists, authorizing continued commercial parking operations following the May 7, 2026 FDP revocation.
- Conduct and publicly document a review of:
 - o current zoning and land-use compliance for the parking operation post-FDP revocation;
 - o the operational status of the retail gift shop and residential uses purportedly associated with the property;
 - o whether the 20-space commercial paid parking operation constitutes a lawful accessory use under the ISMC; and
 - o drainage compliance, including production of any as-built verification.
- Evaluate whether continued commercial parking operations should remain active pending resolution of the outstanding land-use, compliance, and drainage questions identified herein.
- Engage with us in good faith on a revised fence agreement consistent with the counter-terms proposed in Section II above.

We wish to be direct: ongoing damages associated with loss of privacy, interference with quiet enjoyment, drainage impacts, and diminution of residential use and value continue to accrue daily. We are not seeking confrontation, but we are prepared to pursue all available remedies — including injunctive relief and civil litigation — if these matters are not addressed in a meaningful and documented manner.

IV. Litigation Hold and Preservation of Evidence

Because civil litigation is reasonably anticipated, the City of Idaho Springs — including all departments, staff, consultants, elected officials, appointed officials, and legal representatives, whether acting in their official or personal capacity on City business — is formally directed to preserve all records and electronically stored information relating to 1501, 1503, and 1505 Colorado Boulevard. This obligation arises immediately upon receipt of this letter and continues for the duration of any litigation.

Documents subject to this preservation obligation include, but are not limited to:

- All emails, text messages, voicemails, and written correspondence relating to the properties, the parking operation, the fence, the FDP, drainage, zoning determinations, and inspection records;
- All internal memoranda, staff reports, meeting notes, and handwritten notes;
- All communications with Interstate Parking, the Levy family, and their representatives;
- All communications with outside legal counsel regarding this matter;
- All photographs, site inspection records, drainage reports, and engineering documents;
- All draft and final versions of any proposed fence agreement and related negotiations; and
- All records maintained on City-owned and personal electronic devices used for City business, consistent with Colorado public records retention obligations.

The destruction, deletion, alteration, or failure to preserve any records potentially relevant to anticipated litigation may give rise to claims of spoliation.

V. Closing

We remain genuinely hopeful that these matters can be addressed cooperatively, transparently, and in accordance with applicable law. We are available to meet with the Council at a mutually convenient time to discuss a path forward. We ask only that the City engage with the substance of the issues raised here with the same good faith we are extending in this letter.

Absent meaningful and documented corrective action, we are prepared to pursue all available legal remedies. We hope that step proves unnecessary.

Sincerely,




Heather Campbell and David Harvey
Property Owners, 1521 Colorado Boulevard
Idaho Springs, CO 80452

**RIGHT-OF-ENTRY, WAIVER AND RELEASE, AND OWNERSHIP AGREEMENT:
FENCE CONSTRUCTION - 1521 COLORADO BOULEVARD**

This Right-of-Entry, Waiver, and Release and Ownership Agreement concerning Fence Construction at 1521 Colorado Boulevard ("Agreement") is entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between the City of Idaho Springs, Colorado, a Colorado statutory municipality (the "City") and _____, as the record owner(s) of the real property known as 1521 Colorado Boulevard, Idaho Springs, CO 80452 (the "Property Owner" or "Owner").

The City and Owner may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Property Owner holds fee simple title to certain real property within the City of Idaho Springs, County of Clear Creek, Colorado, known by address as 1521 Colorado Boulevard, Idaho Springs, CO 80452 and legally described as [*Insert Legal Description*] (the "Property");

WHEREAS, certain real property known by address as 1501/1503 Colorado Boulevard, Idaho Springs, Colorado (the "Adjacent Property") adjoins the western boundary of the Property;

WHEREAS, both the Property and Adjacent Property are zoned Commercial One (C-1) in which many commercial uses are uses by right, though the Property is currently used for single-family residential purposes as a legal non-conforming use; and

WHEREAS, through the course of prior land use approvals, the Adjacent Property obtained City approval to operate a small boutique hotel, conditioned *inter alia* on the construction of a seven foot (7') fence near the side lot line dividing the Property and the Adjacent Property for purposes of screening the parking lot associated with the hotel use; and

WHEREAS, due to abandonment of the project and inactivity, City approval of the small boutique hotel has expired, and the Adjacent Property currently houses a small retail shop and parking lot; and

WHEREAS, operation of the parking lot on the Adjacent Property has caused noise, glare, and visual impacts on the Property and surrounding area in the nature of nuisance conditions; and

WHEREAS, the Idaho Springs City Council ("Council") determined that the owner(s) of the Adjacent Property are no longer required to construct a seven foot (7') fence, as the same was a condition of approval of the now-expired Final Development Plan for the boutique hotel; and

WHEREAS, the Council further determined that the conditions necessary to mandate the construction of the fence were reasonably unclear to the Property owner(s), who continue to suffer the deleterious effects of the parking lot adjacent to their side yard lot line; and

WHEREAS, the Council determined that the current scenario is extraordinary and unique, from the orientation of the commercial and residential uses at issue; the chronology of land use approvals and expirations thereof; and the history of communications among all parties, such that this scenario is highly unlikely to repeat; and

WHEREAS, due to these unique circumstances, the City has offered to fund and construct a fence on the Property at City expense as a public nuisance mitigation measure, and the Property Owner has agreed to grant the City the necessary right of entry to the Property for that purpose, and to accept ownership of the fence upon its completion, on the terms and conditions set forth herein; and

WHEREAS, the Parties acknowledge that this Agreement is entered into freely and voluntarily, with full understanding of its terms, and in consideration of the mutual covenants, benefits, and obligations set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated.

The foregoing Recitals are incorporated herein by this reference as if fully set forth and constitute material terms of this Agreement.

2. Right of Entry and Construction License.

2.1 Grant of Right of Entry. Property Owner hereby grants to the City, its officers, employees, agents, contractors, and subcontractors (collectively, "City Personnel") a non-exclusive, temporary license and right of entry upon the Property for the limited purpose of constructing a fence adjacent to the western side yard lot line (the "Fence"). This license shall commence upon the Effective Date of this Agreement and shall terminate upon the City's completion of Fence construction and the Property Owner's written acceptance of the completed Fence pursuant to Section 3.

2.2 Scope of Construction. The Fence shall be constructed near the western boundary line of the Property, at the location more particularly described as follows: ***[Location Description – To Be Inserted Upon Survey Completion]***. The approximate linear footage of the Fence shall be _____ linear feet. The Fence

shall be seven (7) feet in height and shall be constructed of [**material – to be inserted**]. The City reserves the right to make reasonable adjustments to the Fence specifications as required by field conditions, applicable building codes, or site constraints, provided that the Fence shall not be less than seven (7) feet in height.

2.3. Construction Standards. The City shall cause the Fence to be constructed in a workmanlike manner and in compliance with all applicable building codes, zoning requirements, and land use regulations of the City of Idaho Springs. The City shall obtain any building or construction permits required for the Fence installation.

2.4 Property Restoration. Upon completion of construction, City Personnel shall restore the Property to substantially its pre-construction condition, to the extent reasonably practicable, removing construction debris, materials, and equipment. The City makes no warranty as to the pre-construction condition of the Property.

2.5 No Interference. During the period of construction, Property Owner agrees not to interfere with or obstruct City Personnel in the lawful exercise of the right of entry granted herein, and to provide reasonable access to the Property as required for construction activities.

3. Transfer of Ownership Upon Completion.

3.1 Completion and Acceptance. Upon completion of Fence construction, the City shall provide the Property Owner with written notice of completion. The Property Owner shall have seven (7) calendar days from receipt of such notice to inspect the Fence and provide written acceptance or written notice of specific, material deficiencies. Failure to provide written notice of deficiencies within such seven-day period shall constitute acceptance.

3.2 Transfer of Title. Upon the Property Owner's written acceptance of the completed Fence, or upon the expiration of the acceptance period without written notice of deficiencies, whichever occurs first, fee simple title to the Fence and all components thereof shall automatically vest in and transfer to the Property Owner. As of the date of transfer, the City shall retain no ownership interest in the Fence whatsoever.

3.3 No Assumption of Obligations by City. The City's construction, delivery, and transfer of the Fence shall not be construed, under any circumstances, as an assumption by the City of any obligation related to the Fence, including without limitation any obligation to maintain, repair, replace, insure, or remove the Fence. The City makes no representation or warranty of any kind, express or implied, regarding the Fence, including without limitation any warranty of fitness for a particular purpose, merchantability, or compliance with any applicable law, except as expressly stated in Section 2.3 hereof.

3.4 As-Is Transfer. The Property Owner accepts the Fence in its "as-is, where-is" condition upon transfer, subject only to the City's obligations in Sections 2.3 and 2.4. The Property Owner waives any claim against the City arising from the Fence's condition, appearance, design, or functionality following transfer, except as to claims arising from the City's gross negligence or willful and wanton misconduct during construction.

4. Property Owner's Maintenance Obligations.

From and after the date of transfer of the Fence pursuant to Section 3.2, the Property Owner shall, at its sole cost and expense: (a) operate, maintain, repair, and replace the Fence in good condition and repair, in compliance with all applicable laws, codes, and regulations; (b) bear all costs and expenses associated with the ownership, maintenance, repair, replacement, or removal of the Fence; and (c) have no right of contribution, reimbursement, or indemnification from the City for any such costs. The Property Owner's maintenance obligations under this Section shall run with the land and shall be binding upon the Property Owner's successors, assigns, heirs, and transferees.

5. Release of Claims by Property Owner.

5.1 General Release. In consideration of the City's agreement to fund and construct the Fence, the Property Owner, on behalf of itself and its officers, members, managers, partners, employees, agents, representatives, heirs, successors, assigns, and all persons claiming by, through, or under the Property Owner (collectively, "Releasing Parties"), hereby forever and irrevocably releases, acquits, and discharges the City and its past, present, and future elected officials, officers, employees, agents, representatives, attorneys, insurers, sureties, assigns, and successors (collectively, "Released Parties") from any and all claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, and liabilities of any kind or nature whatsoever, whether known or unknown, fixed or contingent, direct or indirect, arising out of or in any way related to: (a) the City's entry upon the Property for construction of the Fence; (b) the construction of the Fence; (c) the condition, location, design, appearance, or specifications of the Fence; (d) the transfer of ownership of the Fence to the Property Owner; or (e) any activity of City Personnel on the Property in connection with this Agreement.

5.2 Scope of Release. This release is intended to be as broad and inclusive as permitted by Colorado law. It expressly includes claims for negligence, trespass, property damage, nuisance, inverse condemnation, breach of contract, and any other legal or equitable theory. This release does not extend to claims arising from the City's gross negligence or willful and wanton misconduct during construction, which the Parties expressly preserve.

5.3 No Claims Pending. The Property Owner represents and warrants that it has not filed, and will not file, any claim, lawsuit, or administrative proceeding against any Released Party arising from the matters released herein.

6. Indemnification of the City.

6.1 General Indemnification. The Property Owner shall protect, defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising out of or relating to: (a) the ownership, maintenance, repair, condition, or use of the Fence following transfer pursuant to Section 3.2; (b) any act or omission of the Property Owner, its agents, employees, contractors, invitees, or licensees in connection with the Fence or the Property; (c) any claim by any third party arising from or related to the construction, existence, location, condition, appearance, or design of the Fence, including without limitation claims by the owner(s) or occupant(s) of the Adjacent Property; (d) any claim asserting that the City's expenditure of public funds for the Fence constitutes an unconstitutional gift or donation of public funds; or (e) any other matter arising from this Agreement or the Fence for which the Property Owner has agreed to bear responsibility herein.

6.2 Third-Party Claims – Adjacent Property. Without limiting the generality of Section 6.1, the Property Owner expressly agrees to indemnify, defend, and hold harmless the Released Parties from any and all Claims asserted by the owner(s), occupant(s), or any other person claiming an interest in or right relating to the Adjacent Property, arising from or relating to: (a) the construction, location, height, design, material, color, or other characteristics of the Fence; (b) alleged impacts of the Fence on drainage, light, view, noise, or any other condition affecting the Adjacent Property; (c) any claim that the Fence encroaches upon, damages, or otherwise affects the Adjacent Property or any interest therein; or (d) any other theory of liability or equitable claim related to the Fence or its construction.

6.3 Inverse Condemnation and Constitutional Claims. The Property Owner specifically agrees to indemnify, defend, and hold harmless the Released Parties from any Claims asserting that the construction or existence of the Fence constitutes a taking or damaging of private property for public use without just compensation under Article II, Section 15 of the Colorado Constitution, the Fifth or Fourteenth Amendments to the United States Constitution, or any other constitutional provision, whether asserted by the Property Owner, the owner(s) of the Adjacent Property, or any other person.

6.4 Defense Obligations. Upon receipt of notice of any Claim for which indemnification is owed hereunder, the Property Owner shall, at its own cost and expense, promptly assume the defense of such Claim using legal counsel reasonably acceptable to the City. The City shall have the right, at its own expense, to participate in the defense of any such Claim with counsel of its own choosing. The Property Owner shall not settle any Claim without the City's prior written consent, which shall not be unreasonably withheld.

6.5 CGIA Preservation. Nothing in this Agreement shall be construed as a waiver by the City of any defense, protection, or immunity afforded to it under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. ("CGIA"), as amended from time to time. The City expressly reserves all rights and defenses available to it under the CGIA, including without limitation all applicable monetary limitations on liability set forth in C.R.S. § 24-10-114. Nothing in this Agreement shall be construed to increase the City's liability beyond any limitation established by the CGIA or applicable Colorado law.

6.6 Limitation on Punitive Damages. Consistent with C.R.S. § 24-10-114(4)(a), the City shall not be liable, directly, or by indemnification, for punitive, exemplary, or enhanced damages, or for damages for outrageous conduct.

7. No Municipal Ownership or Control of Fence Post-Transfer.

The Parties expressly agree that upon transfer of the Fence pursuant to Section 3.2, the Fence shall not constitute property of the City of Idaho Springs for any purpose, including for purposes of the CGIA. The City shall have no ongoing duty to maintain, repair, or inspect the Fence following transfer. The Property Owner shall be solely responsible for the Fence's condition, compliance with applicable law, and any impact the Fence may have on adjacent properties. The Property Owner shall not represent to any person or entity that the Fence is owned or maintained by the City following transfer.

8. Insurance.

During the period of construction, the City shall ensure that any contractor performing Fence construction on its behalf maintains commercial general liability insurance in amounts consistent with applicable City requirements and shall name the Property Owner as an additional insured. Nothing in this Section shall be construed to waive any immunity or protection available to the City under the CGIA.

9. No Admission of Liability.

This Agreement is entered into for settlement and nuisance mitigation purposes and shall not constitute an admission of liability, wrongdoing, or obligation by either Party with respect to any matter.

10. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representation, warranties, and understandings of the Parties with respect thereto. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

11. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions. Venue for any action arising under this Agreement shall be in the District Court for Clear Creek County, Colorado.

12. Authority to Execute.

Each Party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such Party to the terms hereof. If the Property is owned by multiple people or entities, all owners must execute this Agreement.

13. Severability.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

14. Counterparts; Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Electronic Signatures shall be deemed valid and binding to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Jennie Kim, City Clerk

PROPERTY OWNER(S):

Print Sig.

Print Sig.

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

The foregoing instrument was acknowledged before me this ____ day of
_____, 2026, by _____ and _____.

(SEAL)

Notary Public

EXHIBIT A
Legal Descriptions of: (1) Property & (2) Fence Location

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 8, Series 2026

AN ORDINANCE ANNEXING TO THE CITY OF IDAHO SPRINGS CERTAIN UNINCORPORATED LANDS LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, TO BE KNOWN AS THE "VCMP ANNEXATION TO THE CITY OF IDAHO SPRINGS"

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

WHEREAS, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, the City possesses the authority to annex real property, thereby adding such property to its municipal territory; and

WHEREAS, C.R.S. § 31-12-106(3) authorizes the City to annex City-owned property by ordinance, without the notice and hearing process that typically applies to the annexation of real property owned by other parties, when the City-owned property is eligible for annexation in accordance with Section 30(1)(c) of Article II of the State Constitution and C.R.S. §§ 31-12-104(1)(a) and 31-12-105; and

WHEREAS, the City has recently acquired certain real property located within unincorporated Clear Creek County adjacent to the boundary of existing Virginia Canyon Mountain Park (VCMP) within City limits and which City voters approved to be annexed to the City and added to VCMP at the November 5, 2024 election (the "Property"); and

WHEREAS, the City Council ("Council") finds that it is desirable to annex the Property into the City by ordinance, in accordance with C.R.S. § 31-23-106(3), as further provided herein.

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

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

Section 2. The Council further finds and determines that the Property is eligible for annexation in accordance with Section 30(1)(c) of Article II of the State Constitution and C.R.S. §§ 31-12-104(1)(a), 31-12-105 and 31-12-106(3), in that the proposed annexation:

- (a) Will not divide any lands held in identical ownership without the written consent of the owners thereof;

- (b) Will not annex any parcel of twenty acres or larger without the consent of the owner thereof;
- (c) Is for territory for which no annexation proceedings have been commenced for annexation to another municipality;
- (d) Would not result in the detachment of area from any school district and the attachment of the same to another school district;
- (e) Would not result in the extension of the City boundary more than three miles in any direction from any point of such municipal boundary in any one year;
- (f) Is of property for which not less than one-sixth of the perimeter is contiguous with the current City boundary; and
- (g) Is of property owned by the City and is not solely a public street or right-of-way.

Section 3. The Property is hereby annexed to and shall be included within the corporate boundaries of the City of Idaho Springs, and shall be known as the "VCMP Annexation to the City of Idaho Springs." Said annexation shall be complete and effective from the effective date of this Ordinance for all purposes.

Section 4. Promptly following the effective date of this Ordinance, the City Clerk shall complete all filings required of the City to be made by the provisions of Section 31-12-113, C.R.S.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of May, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, 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 8th day of June, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

CERTIFICATION

I, Jennie Kim, City Clerk of the City of Idaho Springs, do hereby certify that the above and foregoing is a true and complete copy of an Ordinance duly adopted and finally-approved by the City Council of the said City at a regular meeting held on June 8th, 2026.

Jennie Kim, City Clerk

EXHIBIT A

VCMP ANNEXATION TO THE CITY OF IDAHO SPRINGS

[Annexation Map- Attached]

LEGAL DESCRIPTION:

Parcel Descriptions:

Parcel 1

The Queen Mills, U.S. Mineral Survey No. 205, located in the SW 1/4 of Section 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County, Colorado, containing 55748 square feet or 1.28 acres, more or less.

Parcel 3

A parcel of land located in the Euphrates Mill Site, US Mineral Survey No. 6002B in the southeast 1/4 of Section 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County, Colorado, and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap from whence the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap, bears S 0°28'16" E, a distance of 2,419.64 feet, said line forming the Basis of Bearing for this description; thence S 34°06'12" W a distance of 264.87 feet to corner no. 5 of said Euphrates Mill Site and the Point of Beginning.

Thence North 60° 00' 00" East along line 5-1 of said Euphrates Mill Site a distance of 66.78 feet;
Thence South 15° 11' 17" East a distance of 485.38 feet;
Thence South 09° 15' 37" West a distance of 254.66 feet to a point on line 4-6 of said Euphrates Mill Site;
Thence North 12° 00' 00" West along said line 4-6 a distance of 700.68 feet to the Point of Beginning, containing 48,513 square feet or 1.11 acres, more or less.

Part of Parcel 5

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

Commencing at the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap from whence the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap, bears N 0°28'16" W, a distance of 2,419.64 feet, said line forming the Basis of Bearing for this description; Thence South 01° 26' 42" West along the westerly line of Section 31, T3S, R72W a distance of 1359.52 feet to the Point of Beginning.

Thence South 38° 26' 47" East a distance of 167.45 feet;
Thence South 16° 05' 25" East a distance of 136.37 feet;
Thence South 21° 00' 30" East a distance of 284.39 feet;
Thence South 21° 58' 02" East a distance of 123.30 feet;
Thence South 28° 29' 41" East a distance of 356.72 feet;
Thence South 20° 30' 08" West a distance of 339.86 feet;
Thence South 03° 46' 45" East a distance of 121.22 feet to a point on the City Limits of Idaho Springs;
Thence along the existing Idaho Springs City Limits the following four (4) courses:
1. South 00° 09' 04" West a distance of 322.47 feet;
2. North 89° 50' 56" West a distance of 376.51 feet to a point on said westerly line of Section 31;
3. North 00° 04' 01" West along said westerly line a distance of 228.33 feet to the West 1/4 corner of said Section 31, T3S, R72W;
4. North 00° 02' 46" East continuing along said westerly line a distance of 479.70 feet to the West 1/4 corner of said Section 31;
5. North 01° 26' 36" East continuing along said westerly line a distance of 1922.80 feet to the Point of Beginning, containing 542,069 square feet or 12.44 acres, more or less.

Parcel 7 (Within Idaho Springs City Limits)

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

Commencing at the West 1/4 corner of Section 31, T3S, R72W being a found USFS Brass Cap from whence the East 1/4 corner of said Section 36, T3S, R73W, being a found BLM Brass Cap, bears S 0°02'46" W, a distance of 479.70 feet, said line forming the Basis of Bearing for this description; Thence South 52° 40' 36" East a distance of 1542.79 feet to the point of intersection with Parcel 3-CC, Reception No. 301356, Clear Creek County records said point also being the Point of Beginning.

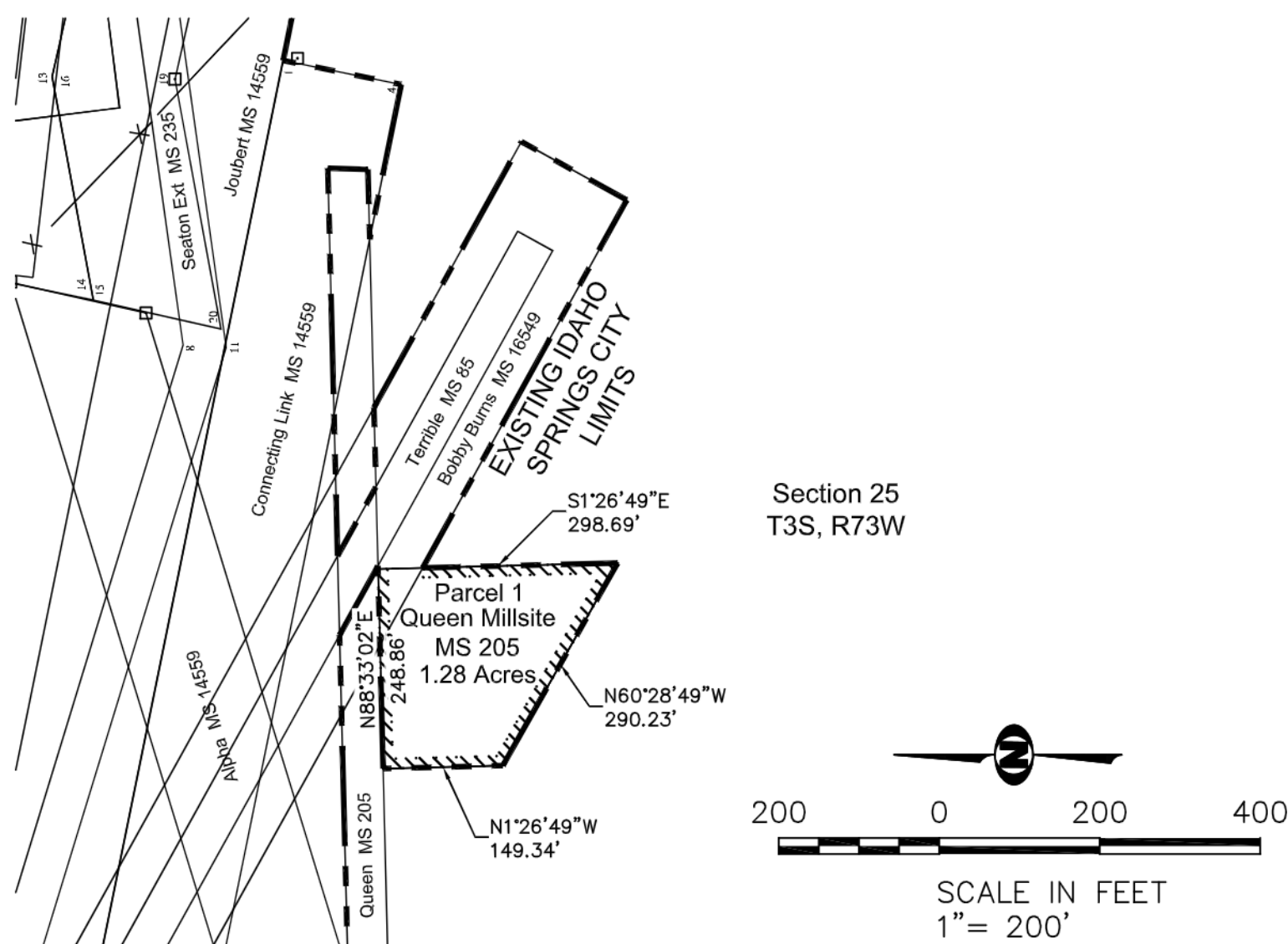
Thence along said Parcel 3-CC the following 2 courses:
1. South 07° 30' 03" East a distance of 30.79 feet;
2. South 86° 03' 32" West a distance of 251.29 feet;
Thence North 57° 26' 32" East a distance of 55.15 feet;
Thence North 84° 49' 39" East a distance of 200.33 feet to the Point of Beginning, containing 6,408 square feet or 0.15 acres, more or less.

ANNEXATION MAP

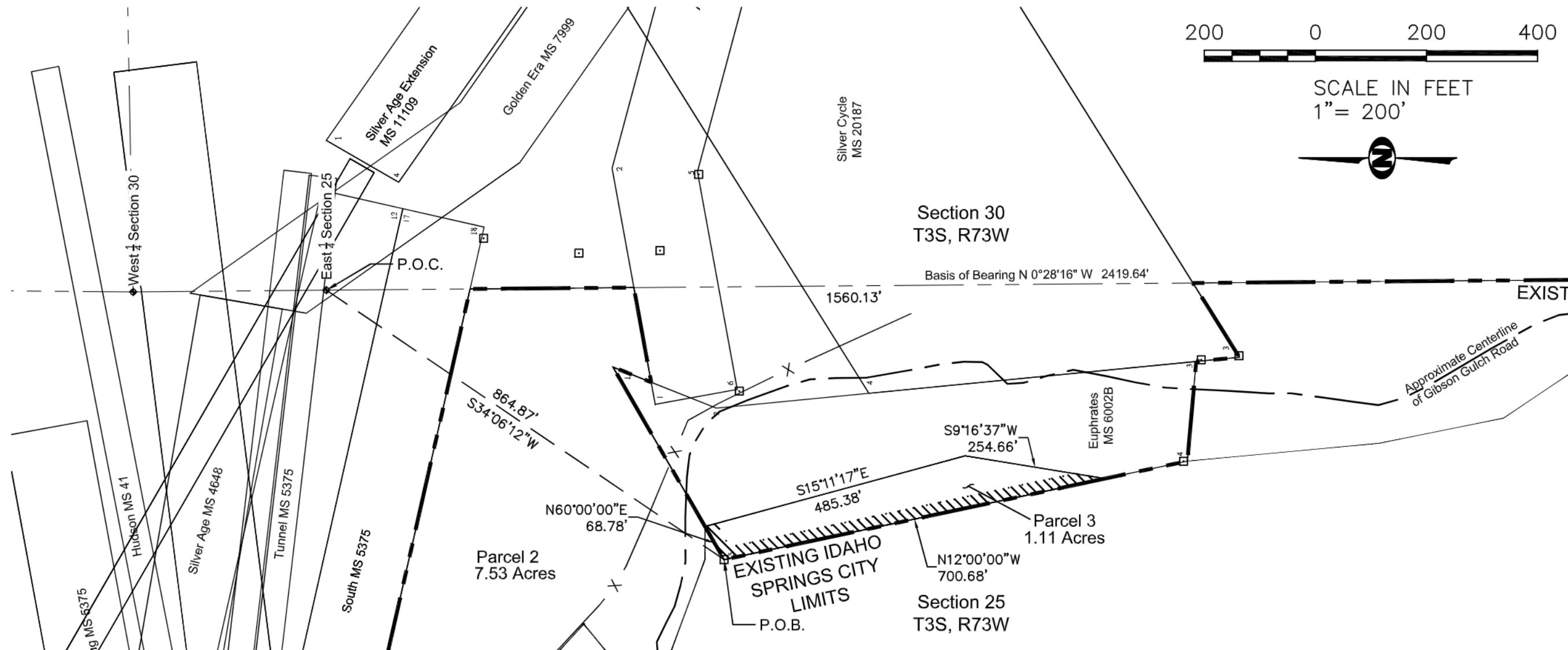
TO THE CITY OF IDAHO SPRINGS

PARCELS IN SECTION 31, T3S, R72W AND SECTION 25, T3S, R73W, 6th P.M.
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO

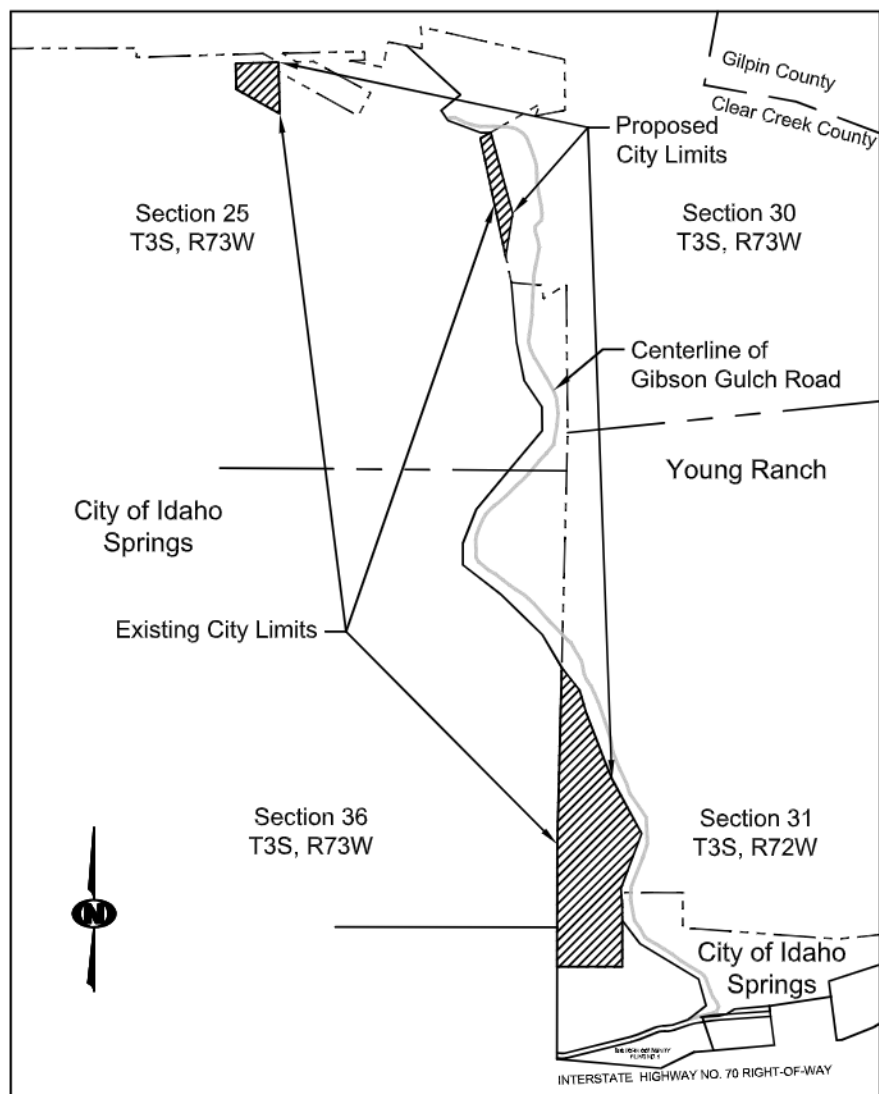
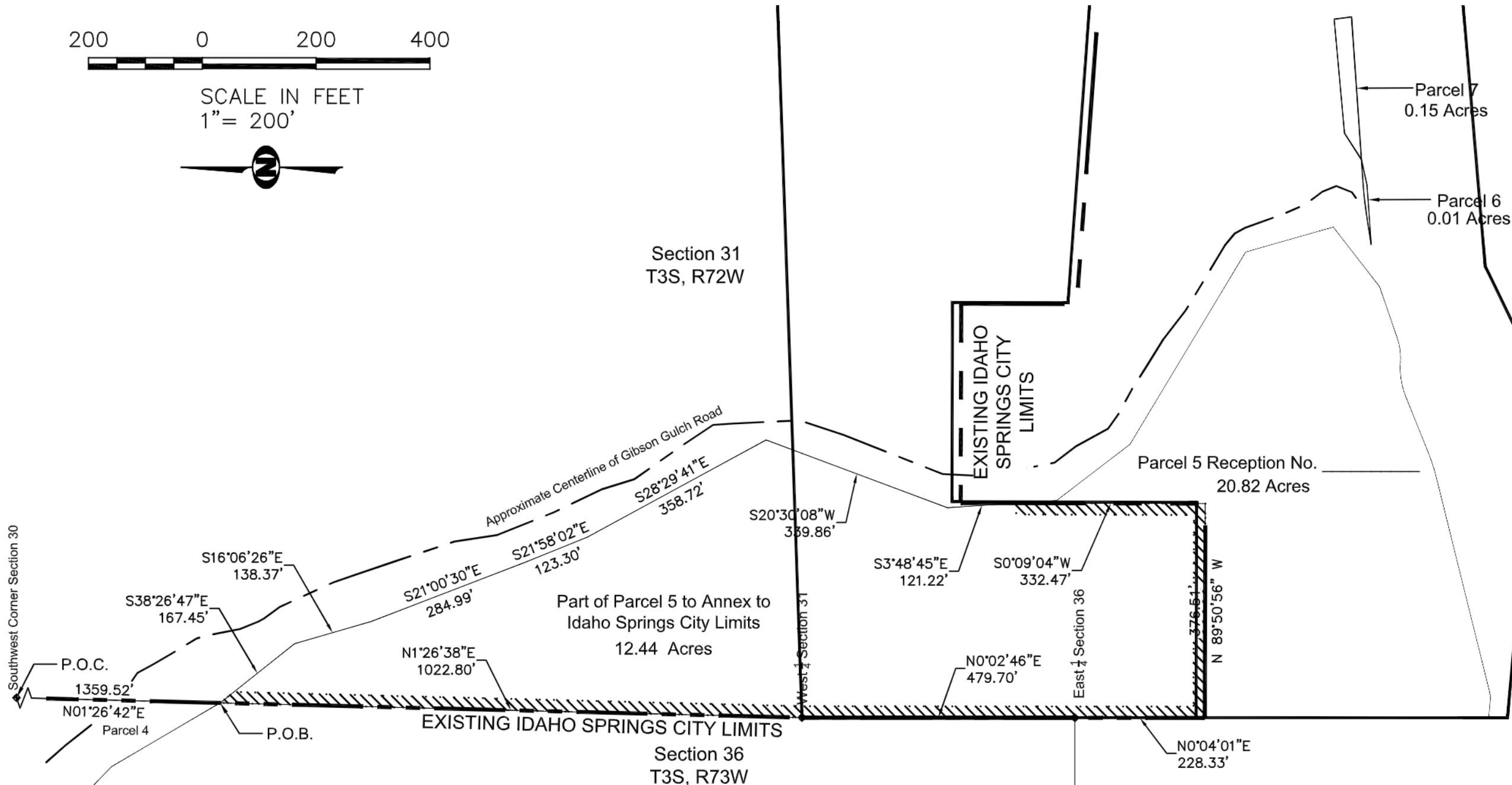
PARCEL 1



PARCEL 3



PART OF PARCEL 5



Parcel Descriptions:

Parcel 1

The Queen Millsite, U.S. Mineral Survey No. 205, located in the SW 1/4 of Sectio 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County, Colorado, containing 55748 square feet or 1.28 acres, more or less.

Parcel 3

A parcel of land located in the Euphrates Mill Site, US Mineral Survey No. 6002B in the southeast 1/4 of Section 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County, Colorado, and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap from whence the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap, bears S 0°28'16\"

Thence North 60° 00' 00\"

Part of Parcel 5

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

Commencing at the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap from whence the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap, bears N 0°28'16\"

Thence South 38° 26' 47\"

Thence along the existing Idaho Springs City Limits the following four (4) courses:
1. South 00° 09' 04\"

Parcel 7 (Within Idaho Springs City Limits)

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

Commencing at the West 1/4 corner of Section 31, T3S, R72W being a found USFS Brass Cap from whence the East 1/4 corner of said Section 36, T3S, R73W, being a found BLM Brass Cap, bears S 0°02'46\"

Thence along said Parcel 3-CC the following 2 courses:
1. South 07° 30' 03\"

Approval Certificate:

Approved for filing by the City of Idaho Springs this _____ day of _____, 2025.

Attest:

Chuck Harmon, Mayor

Diane Breese, City Clerk

State of Colorado) SS
County of Clear Creek)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025

Witness hand and official seal

My commission expires _____

Notary Public

Contiguity Statement Parcel 1:

The above described land is contiguous to the City of Idaho Springs and meets the requirements set forth in Colorado Revised Statutes 1973, 21-132-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter considered for annexation = 987.12'
- One-sixth of total perimeter required for annexation = 155.24'

Perimeter contiguous with existing city limits = 931.46'

Contiguity Statement Parcel 3:

The above described land is contiguous to the City of Idaho Springs and meets the requirements set forth in Colorado Revised Statutes 1973, 21-132-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter considered for annexation = 1,509.50'
- One-sixth of total perimeter required for annexation = 251.58'
- Perimeter contiguous with existing city limits = 769.44'

Contiguity Statement Part of Parcel 5:

The above described land is contiguous to the City of Idaho Springs and meets the requirements set forth in Colorado Revised Statutes 1973, 21-132-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter considered for annexation = 3,973.71'
- One-sixth of total perimeter required for annexation = 662.29'
- Perimeter contiguous with existing city limits = 2,439.80'

.

Owner's Certificate:

Owner _____

Signed this _____ day of _____, 2025

State of Colorado)
County of Clear Creek) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2025.

Witness hand and official seal

My commission expires _____

Notary Public

Surveyor's Certification:

I, Douglas L. Howell, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible charge, and is accurate to the best of my professional knowledge, information, and belief. This is not a guaranty or warranty, either expressed or implied.

Douglas L. Howell, Professional Land Surveyor
Colorado P.L.S. No. 20140
For and on behalf of His Consultants, Inc.



County Recorder's Certificate:

This plat was filed for record in the office of the County Clerk and Recorder of Clear Creek County this day of _____, 2025, at _____, m., in book _____, at page _____.

Clerk and Recorder

Idaho Springs Mountain Park / Young Ranch Land Swap 2024

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

DRAWN BY:	CHECKED BY:
dec	dth
DATE:	SCALE:
9/08/2025	shown
FILE NAME:	SHEET NO.
YR Land Swap Claims	1 of 2

LEGEND:



found original stone



found rebar and 1.5\"

set 18\"



barb wire fence

IDAHO SPRINGS CITY COUNCIL STAFF REPORT

Meeting Date: June 8, 2026	Page 1 of 2	Item: Ordinance #9, Series 2026
Presented by: Dylan Graves Community Development Planner		

PROPOSAL:

This is an application to annex the properties acquired as part of the land exchange between the City and the Young Ranch that was approved by City residents in November, and zone them into the Planned Development (PD) zoning that the rest of the park is zoned. The first reading of the annexation and zoning ordinances occurred on May 11, 2026, at the City Council regular meeting. The Idaho Springs Planning Commission reviewed this application on May 8, 2026. They voted unanimously in support of the application and recommended that the application be approved.

BACKGROUND:

The subject properties first must be annexed into the incorporated Idaho Springs city limits. Because the City owns the properties, the process requires a simple ordinance. Once the properties not currently within city limits are annexed into the City of Idaho Springs, all properties associated with the land exchange will need to be zoned in accordance with Sec. 21-23 of the Idaho Springs Municipal Code (ISMC).

The parcels to be zoned are 23.36 acres in size. The parcels have been part of the Young Ranch and have historically been used as ranch lands and agriculture, though they are zoned Mountain Residential – Single Family (MR-1). The intention is to combine the parcels with the existing VCMP property to be used in accordance with park and recreation uses. The key benefits of this land exchange were the creation of a clear boundary along Gilson Gulch between VCMP and the Young Ranch property.

The zoning proposed by this zoning application is Argo / Virginia Canyon Mountain Park Planned Development (PD). This PD zoning covers the approximately 472-acre mountain park and regulates development within the park and its vicinity. The land coming into the city will be part of Use Area 3 of the PD, which allows for recreational use as permitted in the City’s Parks & Recreation (P) zoning district.

PLANNING COMMISSION ROLE:

The ISMC requires every application for a zoning application to go before the Planning Commission for review and recommendation of either approval or denial to Council. The City Council will act on a zoning request via ordinance. The annexation did not require Planning Commission review, since they are city-owned parcels, but Planning Commission reviewed the zoning application on May 7, 2026, recommending approval with no conditions.

PUBLIC NOTICE:

In accordance with public notice requirements, at least 14 days prior to June 8, 2026, a sign was posted on the subject property, a mailing notice was mailed to properties within 300’ of the subject property, and notice was posted in the Clear Creek Courant.

CRITERIA FOR APPROVAL – ZONING:

Per Sec. 21-108(F) of the ISMC, when reviewing the requested zoning application, the Commission may consider the following factors:

1. Whether the proposed zoning is in conformity with the Comprehensive Plan;

Given that the existing property was not located within City Limits when 2017 City of Idaho Springs Comprehensive Plan, no land use or character area was designated for the subject site. However, the area is already adjacent to the Mountain Park, which is an area designated in the Comprehensive Plan as “Parks – Open Space.” Zoning the land in question into the PD fits within this Comprehensive Plan determination.

2. Whether there have been material changes in the character of the neighborhood such as to justify a change in the zoning.

The property is being annexed into the City of Idaho Springs and historically has been within Clear Creek County’s jurisdiction. The existing use of the site is agricultural in nature, having been used as grazing land as part of the Young Ranch. Bringing the land into the PD zoning ensures that it remains in a similar use – parks, recreation, and open space.

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

Staff believe that the rezoning will preserve and promote property values in the area. The property in question will allow for a clear boundary between the park and adjacent property owners, reducing the potential for impacts on either property owner.

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

The proposed development of the parcels – recreational trails and open space – is in harmony with surrounding land uses and present development in the area.

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

The proposed rezoning is not anticipated to affect traffic congestion in the area, since there is no direct access to the city or county roadway system.

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

The proposed zoning will promote the public welfare by reducing the potential for people to trespass on private lands, and could also allow additional recreational trails to be built in the Mountain Park, which could improve recreational opportunities for residents and visitors alike.

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

Staff believe that undue hardship on the owner could occur if the proposed rezoning is denied, as the parcels are intended to be used for the same purposes as the land immediately adjacent that is already zoned as part of the PD.

PLANNING STAFF RECOMMENDATION:

Staff recommend that the Idaho Springs City Council approved Ordinance #9, Series 2026, An Ordinance Zoning Approximately 23.36 Acres Located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian, Clear Creek County, Colorado, and Known in Part as the “VCMP Annexation to the City of Idaho Springs,” as Planned Development (PD).

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 9, Series 2026

AN ORDINANCE ZONING APPROXIMATELY 23.36 ACRES LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CLEAR CREEK COUNTY, COLORADO, AND KNOWN IN PART AS THE ‘VCMP ANNEXATION TO THE CITY OF IDAHO SPRINGS,’ AS PLANNED DEVELOPMENT (PD)

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

WHEREAS, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, and by Ordinance No. 12, Series 2025, the Idaho Springs City Council (“Council”) annexed certain City-owned land recently acquired from Robert Young and associated entities (the “Annexed Property”); and

WHEREAS, the Annexed Property, together with other property in the same area already within City boundaries, also acquired from Mr. Young, constitute the entirety of land that City electors approved adding to the boundaries of existing Virginia Canyon Mountain Park (VCMP) at the November 5, 2024 election (the “Property,” more specifically described in **Exhibit A**) in order to create a more natural and recognizable VCMP boundary along the park’s eastern edge, to follow Gilson Gulch; and

WHEREAS, the City Council further finds that the VCMP is currently zoned as Planned Development (PD), the specific parameters of which were approved by the City by Ordinance No. 8, Series 2019, on June 10, 2019 and recorded in the records of Clear Creek County at Reception No. 293437 (“Argo VCMP PD Zoning”); and

WHEREAS, the City Council finds that zoning the Property as PD with the Argo VCMP PD Zoning specifications would permit the Property to be incorporated into the existing park with the same zoning and use designations, generally conform with the City's comprehensive plan, preserve and promote property values in the area, and be in harmony and compatible with the surrounding land uses and present development in the area, and will generally promote the public welfare; and

WHEREAS, pursuant to C.R.S. § 31-12-115, the City must zone recently-annexed property within ninety (90) days of annexation; and

WHEREAS, the Council therefore wishes to approve the zoning of the Property to the Argo VCMP PD Zoning.

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

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

Section 2. The zoning classification for the Property more particularly and fully described in **Exhibit A**, attached hereto and incorporated herein by reference, is hereby approved and established as the Argo VCMP PD Zoning.

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of May, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and following public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of June, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

EXHIBIT A

LEGAL DESCRIPTION of ZONED PROPERTY:

Parcel 1

The Queen Millsite, U.S. Mineral Survey No. 205, located In the SW 1/4 of Section 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County, Colorado, containing 55748 square feet or 1.28 acres, more or less.

Parcel 3

A parcel of land located in the Euphrates Lode, US Mineral Survey No. 20187, In the southeast 1/4 of Section 25, Township 3 South, Range 73 West of the 6th PM, Clear Creek County. Colorado, and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap from whence the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap. bears S 0°28'16" E, a distance of 2,419.64 feet, said line forming the Basis of Bearing for this description; thence S 34°06'12" W a distance of 864.87 feet to corner no. 5 of said Euphrates lode and the Point of Beginning.

Thence North 60° 00' 00" East along line 5-1 of said Euphrates Lode a distance of 68.78 feet;
Thence South 15° 11' 17" East a distance of 485.38 feet;
Thence South 09° 16' 37" West a distance of 254.66 feet to a point on line 4-5 of said Euphrates Lode;
Thence North 12° 00' 00" West along said line 4-5 a distance of 700.68 feet to the Point of Beginning.
containing 48,513 square feet or 1.11 acres, more or less.

Parcel 5

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

Commencing al the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap from whence the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap, bears N 0°28'16"W, a distance of 2,419.64 feet, said line forming the Basis of Bearing for this description; Thence South 01° 26' 42" West along the westerly line of Section 31, T3S, R72W a distance of 1359.52 feet to the Point of Beginning.

Thence South 38° 26' 47" East a distance of 167.45 feet;
Thence South 16° 06' 26" East a distance of 138.37 feet;
Thence South 21° 00' 30" East a distance of 284.99 feet;
Thence South 21° 58' 02" East a distance of 123.30 feet;
Thence South 28° 29' 41" East a distance of 358.72 feet;
Thence South 20° 30' 08" West a distance of 339.66 feet;
Thence South 03° 48' 45" East a distance of 192.34 feet;

Thence South 37° 21' 31" East a distance of 162.05 feet;
Thence South 55° 56' 00" East a distance of 394.73 feet;
Thence South 15° 52' 45" East a distance of 160.04 feet;
Thence South 52° 13' 24" West a distance of 132.96 feet;
Thence South 71° 03' 33" West a distance of 95.00 feet to the point of intersection with Parcel 3-CC, Reception No. 301356, Clear Creek County records;

Thence along said Parcel 3-CC the following 8 courses:

1. 43.31 feet along the arc of a curve to concave to the north, with a radius of 107.88 feet, a central angle of 23° 00' 00", and whose chord bears South 82° 33' 32" West, a distance of 43.01 feet to a point of non-tangent compound curvature;
2. 61.80 feet along the arc of a curve concave to the south, with a radius of 136.16 feet, a central angle of 26° 00' 00". and whose chord bears South 81° 03' 32" West, a distance of 61.27 feet to a point;
3. South 68° 03' 32" West a distance of 104.72 feet to a point of curvature;
4. 47.82 feet along the arc of a curve concave to the north, with a radius of 342.52 feet, a central angle of 08° 00' 00", and whose chord bears South 72° 03' 32" West, a distance of 47.79 feet to a point;
5. South 76° 03' 32" West a distance of 387.38 feet to a point of curvature;
6. 14.92 feet along the arc of a curve concave to the north, with a radius of 45.00 feet, a central angle of 19° 00' 00", and whose chord bears South 85° 33' 32" West, a distance of 14.85 feet to a point;
7. North 84° 56' 28" West a distance of 31.55 feet to a point on said westerly line of Section 31;
8. Thence North 00° 04' 01" West along said westerly line a distance of 727.16 feet to the East 1/4 corner of said Section 36, T3S, R73W;

Thence North 00° 02' 46" East continuing along said westerly line a distance of 479.70 feet to the West 1/4 corner of said Section 31;

Thence North 01° 26' 38" East continuing along said westerly line a distance of 1022.60 feet to the Point of Beginning, containing 906,902 square feet or 20.82 acres, more or less.

Parcel 7

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

Commencing at the West 1/4 corner of Section 31, T3S, R72W being a found USFS Brass Cap from whence the East 1/4 corner of said Section 36, T3S, R73W, being a found BLM Brass Cap, bears S 0°02'46" W, a distance of 479.70 feet, said line forming the Basis of Bearing for this description: Thence South 52° 40' 36" East a distance of 1542.79 feet to the point of Intersection with Parcel 3-CC, Reception No. 301356, Clear Creek County records, said point also being the Point of Beginning.

Thence along said Parcel 3-CC the following 2 courses;

1. South 07° 30' 03" East a distance of 30.79 feet;
2. South 86° 03' 32" West a distance of 251.20 feet;

Thence North 57° 26' 32" East a distance of 55.15 feet;

Thence North 64° 49' 39" East a distance of 200.93 feet to the Point of Beginning, containing 6,408 square feet or 0.15 acres, more or less.

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: June 8, 2026
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- The Mayor, Guy and I attended on May 20 the quarterly Region 3 Resilience Team meeting sponsored by the Clear Creek Economic Development Corporation in Black Hawk.
- Guy and I attended on May 21 the Mt. Blue Sky Road Reopening Celebration at Echo Lake Lodge.
- Guy and I attended on May 21 the Clear Creek High School Senior Parade on downtown Miner Street.
- Attended on May 23 the Mighty Argo Cable Car Grand Opening Celebration.
- The Mayor, staff and I attended on May 26 the periodic meeting with HDR Engineering regarding the Mobility Hub project.

Upcoming Events:

- The annual City Council Retreat will be held on Wednesday, June 10 from 8:30 a.m. to 4:30 p.m. at Tommyknocker Brewery and Pub.
- City offices will be closed on Thursday, June 18 in observance of the Juneteenth holiday.



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

Community Development Planner Communication

Meeting Date: June 8, 2026
To: Idaho Springs City Council
From: Dylan Graves, Community Development Planner
RE: Community Development Report

Work Session Items:

- Exterior lighting

Exterior lighting is/was on the agenda for discussion on the May 7th Planning Commission agenda. I will provide updates in my next Council update.

- Temporary Conditional Uses

City staff is discussing a small amendment to the city's regulations regarding Conditional Use permits to formally allow or permits to be approved on a temporary basis, allowing for the city to consider projects that might not be appropriate for perpetual approval but could be suitable for a certain timeframe. This will come to City Council as a work session item in late June or early July.

- Noise Regulations

In July, staff will present information on the city's current noise regulations to the Planning Commission to start the process of discussing changes. The state has maximum noise regulations in the Colorado Revised Statutes and the city's Police Department would like to formally adopt these to make enforcement easier and clearer at properties around the city.

Boards and Commissions Updates:

- HPRC: We met on May 19th to review two Certificate of Appropriateness (COA) applications. Both were approved. One was for a new door and window and roof-mounted mechanical equipment at 1743 Miner Street to convert the space into a bar/restaurant and the other was at the Zion Lutheran Church to install a wooden, accessible entry ramp. At this meeting, we also discussed education and outreach programs for 2026. We currently have two plans for events surrounding historic preservation. The first is a window rehabilitation workshop hosted by Erica Duvic. We think it would be exciting to have this event at Hose House No. 2 to highlight that city site while also providing homeowners with information on how to rehabilitate and restore their windows. The second will be to host a table at some of the summer Thursday night events to provide educational materials to attendees and inform the public about the importance and benefits of preservation work.
- Planning Commission: The next meeting is scheduled for July 1, but we are likely going to be modifying that date because I will be out of the office. I will update you when I know what the date will be.
- Sites and Facilities: The next meeting will be on July 13th. We will be discussing 2026 work plan items for sites including the library and hose house and the cemetery, where work is expected to occur. We will also discuss the items that require Sites and Facilities review and the types of items that would not (like routine maintenance items or small items).

Comprehensive Plan:

I am aggressively working to complete the first draft of the Plan. By the time of this meeting, the draft Plan should be published here: <https://www.idahospringsco.com/community-development/page/city-idaho-springs-comprehensive-plan-update-2025>. I am looking to get feedback on the draft for the next month until early July. In July, I will incorporate feedback with the goal of having the Plan as an action item for Planning Commission in July. This will allow the final plan to be presented to Council in July or August and hopefully be adopted before September 1.

The draft plan is likely going to be missing some final formatting and art/graphics, with the goal of having that all implemented in July ahead of the final presentations. So, the initial drafts will be complete with respect to information, but may not be as “pretty” as intended for final implementation.

Current Projects Under Review:

There are a few upcoming projects that City Council will likely be seeing. Please reach out if you have any additional questions on the below projects. I keep a list of projects under review on the city’s website with information on their current status here: <https://www.idahospringsco.com/community-development/page/current-projects-under-review>.

1. FDP26-001: 1300 Colorado Boulevard: Final Development Plan for an affordable housing project at 1300 Colorado Boulevard, the former site of the Carlson Elementary School. This application has been formally submitted and is under review. No public meeting dates have yet been scheduled for this project.
2. Soda Creek Highlands Subdivision Improvements Agreement (SIA25-001): They have been working on revisions to their SIA since they came to City Council for review in early 2025. City staff and referral agencies met with the development team in April 2026 to discuss progress to-date and discuss additional materials needed before we can take it back to City Council for review. This subdivision was approved in 2005/2006 for 45 single-family homesites. An SIA is needed to show what improvements are necessary for them to provide to start building lots, including things like water/sewer infrastructure; fire mitigation infrastructure; roadways/driveways; drainage improvements, etc. They also have to provide an estimated cost to construct those improvements and bond for the cost in case they cannot complete the improvements.
3. Minor Subdivision SUBD26-002: An Application for Minor Subdivision of Lots 1-12, Block 75, and the West Half of vacated Sixth Avenue, Idaho Springs; Located at 503, 509, and 521 Colorado Boulevard, zoned R-2, into four (4) parcels. This has not yet been scheduled for public meetings, as we are waiting on several revisions.
4. CUP26-002: Request for a 10-year Conditional Use Permit to establish a private, paid parking business at 2833 Colorado Blvd, 2821 Colorado Blvd, 2815 Miner Street, zoned C-2. The owner of this property would like to establish a private parking business at the referenced addresses. This was scheduled for Planning Commission for June 4, 2026, so will be coming to City Council soon for review and action.
5. COA26-001: A request for a Certificate of Appropriateness (COA) to construct a wooden entrance ramp at the front of the Zion Lutheran Church, located at 1921 Virginia Street, zoned R-1. This was approved by the HPRC on May 19th, 2026.
6. COA26-002: A request for a Certificate of Appropriateness (COA) for a new exterior door on the west facade of the building and installation of mechanical equipment on the roof, located at 1743 Miner Street, zoned Historic Downtown (HD). This was approved by the HPRC on May 19th, 2026.



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: June 08, 2026
Subject: Staff Report Regular Meeting

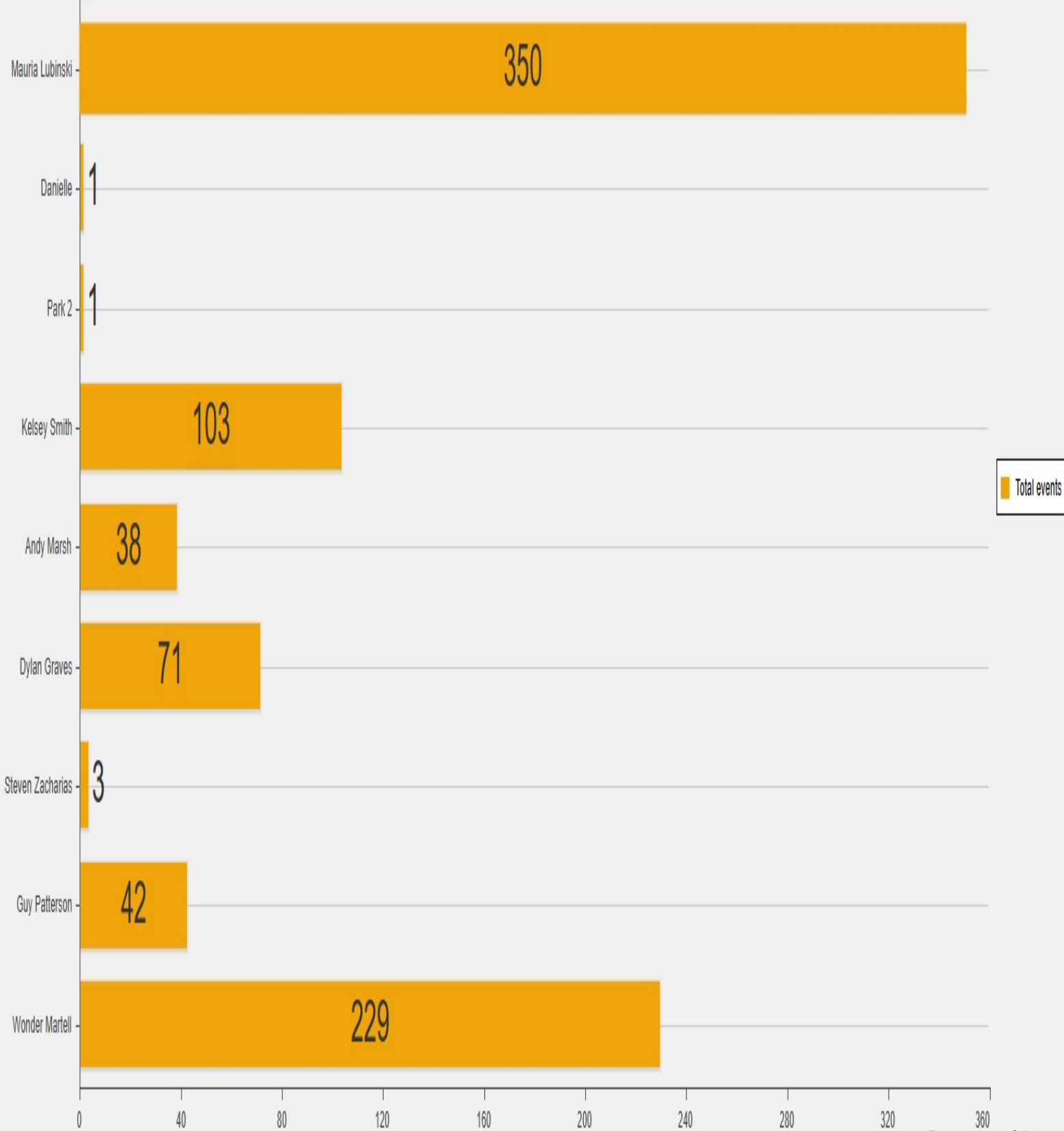
- ✓ April 2026 Sales Tax Report. I did not receive the data in time to do the Robust report so that will be posted in the June 22nd packet and distributed to staff once completed.
- ✓ May 2026 Building Permit Report
- ✓ During the 15 Administrative working days in May 2026, City Hall processed 783 phone calls.
- ✓ City Hall will be closed Thursday June 18th to observe Juneteenth. Because this Holiday falls on a packet deadline day, Wednesday by 6 pm (COB), I have moved up the deadline for the June 22nd packet to Wednesday June 17th at **5pm**. This gives me 1 hour to prepare and distribute the packet, which I'm confident I can achieve. I will send out an email reminder to all of staff regarding this deadline.
- ✓ I have been asked to research if there is any benefit to using AI to assist with meeting minutes. Mose AI generated content contains extensive discussion, side conversations, and unnecessary language that would still require substantial review and editing to conform to accepted minute-taking standards. I anticipate that the time required to review, edit, and correct AI-generated content will most likely offset the anticipated efficiency gained through automation. The level of review necessary to verify AI-generated minutes does not provide meaningful time savings compared to preparing minutes through existing processes. For these reasons and based on the experiences shared by other Colorado Municipal Clerks, I believe the current method of preparing meeting minutes remains the most reliable and efficient way to keep accurate record of city business.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	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	\$329,635.39	-7.68%	-7.68%	329,635.39	357,076.65
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	\$383,533.08	5.52%	-1.02%	713,168.47	720,540.84
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	\$410,054.24	2.32%	0.17%	1,123,222.71	1,121,278.72
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	\$308,255.84	-9.64%	-2.12%	1,431,478.55	1,462,431.74
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		-100.00%	-21.29%	1,431,478.55	1,818,561.68
June	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74	\$471,665.00	\$492,710.42		-100.00%	-38.07%	1,431,478.55	2,311,272.10
July	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21	\$549,871.19	\$562,470.38		-100.00%	-50.19%	1,431,478.55	2,873,742.48
August	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55	\$477,026.41	\$472,389.49		-100.00%	-57.22%	1,431,478.55	3,346,131.97
Sept	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60	\$432,939.99	\$440,768.36		-100.00%	-62.20%	1,431,478.55	3,786,900.33
Oct	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75	\$386,269.67	\$418,223.69		-100.00%	-65.96%	1,431,478.55	4,205,124.02
Nov	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	\$307,835.28	\$317,611.72		-100.00%	-68.35%	1,431,478.55	4,522,735.74
Dec	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	\$408,265.72	\$395,977.36		-100.00%	-70.90%	1,431,478.55	4,918,713.10
Total	\$2,332,603.35	\$2,483,993.40	\$2,710,285.40	\$2,996,152.60	\$2,952,803.29	\$3,662,261.52	\$3,831,640.78	\$4,748,395.34	\$4,808,143.64	\$4,918,713.10					
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00						
% of Bud	118.41%	105.95%	106.83%	116.08%	98.35%	121.98%	100.83%	92.65%	91.17%	#DIV/0!					

Permits Details

Permit Acceptance Date:05-01-2026 - 05-31-2026

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submittal Status	Plan Review Status	Submittal Name	Disciplines	Plans Examiner	Submittal #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid
	Permit Type Permit Status		AC/Furnace Combination In Progress																		
05/11/2026	2010 Riverside Drive, Idaho Springs	26IDSP-00042	Mighty Plumbing Heating & Air Electric LLC	One Stop						In Progress								No	\$7,500.00	\$212.50	\$0.00
Count: 1																				Total: \$7,500.00	
Count: 1																				Total: \$7,500.00	
	Permit Type Permit Status		Commercial Addition In Progress																		
05/18/2026	1503 Colorado Boulevard, Idaho Springs	26IDSP-00043		Commercial Alteration			05/20/2026		06/04/2026	In Progress	Not Started	Not Started	Safebuilt Plan Review	Building, Electrical, Mechanical, Plumbing, Structural	Thaddeus Mack	1	9	No	\$50,000.00	\$2,062.28	\$2,062.28
Count: 1																				Total: \$50,000.00	
Count: 1																				Total: \$50,000.00	
	Permit Type Permit Status		Commercial Roof - Asphalt In Progress																		
05/04/2026	100 Colorado Boulevard, Idaho Springs	26IDSP-00039	T. Hackbarth Roofing	Commercial One Stop	05/04/2026					In Progress								No	\$14,400.00	\$316.00	\$316.00
Count: 1																				Total: \$14,400.00	
Count: 1																				Total: \$14,400.00	
	Permit Type Permit Status		Residential Roof - Asphalt In Progress																		
05/11/2026	1121 Colorado Boulevard, Idaho Springs	26IDSP-00041	Namaste Roofing dba Accurate America	Residential One Stop						In Progress								No	\$18,099.47	\$471.49	\$0.00
05/18/2026	1215 Colorado Boulevard, Idaho Springs	26IDSP-00044	Monarch Construction & Roofing LLC	Residential One Stop	05/18/2026					In Progress								No	\$8,400.00	\$226.00	\$226.00
Count: 2																				Total: \$26,499.47	
Count: 2																				Total: \$26,499.47	
	Permit Type Permit Status		Siding In Progress																		
05/04/2026	100 Colorado Boulevard, Idaho Springs	26IDSP-00038	T. Hackbarth Roofing	One Stop	05/04/2026					In Progress								No	\$1,800.00	\$127.00	\$127.00
05/07/2026	633 Virginia Street, Idaho Springs	26IDSP-00040		One Stop	05/07/2026					In Progress								No	\$6,000.00	\$190.00	\$190.00
Count: 2																				Total: \$7,800.00	
Count: 2																				Total: \$7,800.00	
	Permit Type Permit Status		Water Heater In Progress																		
05/04/2026	1023 Colorado Boulevard, Idaho Springs	26IDSP-00037	Mac-Vik Plumbing & Heating	One Stop	05/14/2026					In Progress								No	\$1,688.00	\$100.32	\$100.32
Count: 1																				Total: \$1,688.00	
Count: 1																				Total: \$1,688.00	
	Total Permits: 8																			Valuation Total: \$107,887.47	





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: June 04, 2026
Subject: Staff Report for June 08, 2026

Request for Action: None

Chief Buseck Attended: (05/26-06/08)

05/26/26 - Police station OAC
- Police station lobby, historical display
05/27/26 - Police station boulders moved to property, traffic control
- Department Heads
06/01/26 - Attended emergency driving training all day (Douglas County S.O. track)
06/02/26 - Police station, historical display, meeting with Jan & Bob Bowland
- Police station walk-through w/architect

Code Enforcement:

- Addressing abandoned vehicles and parking complaints
- Has issued 157 parking tickets, 24 of which were for expired registration on city streets.

Staffing:

- ISPD has temporarily frozen one patrol position until 2027. Otherwise, fully staffed with 8 sworn officers.

Training:

05/27-05/29: One Officer attended the Advanced Search & Seizure, Traffic Stops, and Advanced Criminal Investigation course (Littleton, CO)

Upcoming Training:

06/09-06/12: Records Coordinator will attend CCRN Conference (Grand Junction, CO)

06/22-06/26: One officer will attend Firearm Instructor Course (Highlands Ranch, CO)

Significant Incidents:

On May 29, 2026, an Idaho Springs Police Department officer observed a vehicle failing to maintain its lane and following other vehicles too closely near mile marker 241 on westbound Interstate 70. The officer initiated a traffic stop and, upon contacting the driver, detected a strong odor of an alcoholic beverage coming from the vehicle. An open container of liquor was also observed within the driver's reach. After conducting a roadside impairment investigation, the officer concluded that the female driver was driving under the influence of alcohol and/or drugs. A records check revealed that the driver had two active extraditable warrants for her arrest. The driver was taken into custody for the outstanding warrants and charged with Driving Under the Influence (DUI).

On May 29, 2026, Idaho Springs Police Department officers responded to a reported hit-and-run incident in the 1000 block of Colorado Boulevard. The vehicle owner reported discovering significant damage to her truck upon waking and was unable to identify when the collision occurred. ISPD is currently collecting and reviewing surveillance footage from nearby residences and businesses to identify the suspect vehicle and its owner. The investigation remains active.

On May 30, 2026, Idaho Springs Police Department officers were conducting routine bar checks when they contacted a female party known to have an active protection order prohibiting her from possessing or consuming alcohol. During the contact, the female admitted to consuming alcohol and completed a portable breath test, which confirmed the presence of alcohol. The female was issued a summons for violation of a protection order.