City Council Regular Meeting Agenda

Monday, July 13, 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 (5:30 pm) & Packet

a. Heritage and Visitor Center Occupation Agreement with Historical Society of Idaho Springs

b. Affordable Senior Housing Project

First Modification to Restrictive Covenant and Agreement

c. Proposition 123 Affordable Housing Intergovernmental Agreement

d. Personnel Handbook update

e. Compensation Plan update

2. Call to Order

3. Roll Call

4. Pledge of Allegiance

5. Agenda Approval

a. Motion to approve the agenda of July 13th, 2026

6. Conflict of Interest

7. Approval of Minutes

a. Motion to approve the minutes of June 22nd, 2026

8. Approval of Bills

a. Motion to approve bills through July 13th, 2026.

9. Public Comment

10. Unscheduled Public Comment

11. Resolutions

a. Resolution #13, Series 2026, A Resolution calling a Special Municipal Election to be coordinated with the State General Election on November 3rd, 2026, for purposes of referring at least one ballot question to city electors.

b. Resolution #14, Series 2026 A Resolution Adopting an Intergovernment Agreement Establishing the Clear Creek Trail Collaborative.

12. Ordinance First Reading

13. Ordinance Second Reading

a. PUBLIC HEARING: Ordinance No. 10, Series 2026 An Ordinance Granting a Conditional Use to Permit a Private Parking Facility at Property Known as 2833 and 2821 Colorado Boulevard with Conditions.

b. PUBLIC HEARING: Ordinance No. 11, Series 2026 An Ordinance Granting a Conditional use to Permit a Private Parking Facility at Property Known as 2815 Miner Street with Conditions.

c. Ordinance #12, Series 2026 An Ordinance amending the base rate for Water and Sewer service to Out-Of-City Commercial customers to correct an error in those 2026 rates and making amendments to the Idaho Springs Municipal Code.

d. Ordinance #13, Series 2026 An Ordinance amending subsection 17-54(C) to remove Charcoal Grill Fires from the lsit of Fire Ban exemptions.

e. Ordinance #14, Series 2026 An Ordinance of the City Council of the City of Idaho Springs granting the renewal of a non-exclusive franchise agreement for the use of city rights-of-ways with Comcast of California/Colorado/Florida/Oregon, Inc.

14. City Attorney

15. City Administrator

a. Staff report submitted with no requests for action.

16. Administration Department

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

7.13.26 Assistant City Administrator Report

b. Community Development Planner - No staff report submitted.

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

17. Police Department

a. Staff Report-No Action Items

18. Public Works Department

a. Staff report with no request for action

19. **City Clerk/Treasurer**

20. **Mayor/Council**

21. **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.

AMENDED AND RESTATED OCCUPANCY AGREEMENT FOR 2060 MINER STREET (HERITAGE CENTER PROPERTY)

THIS AMENDED AND RESTATED OCCUPANCY AGREEMENT FOR 2060 MINER STREET (HERITAGE CENTER PROPERTY) is made and entered into on this ____ day of _________, 2026, by and between the **CITY OF IDAHO SPRINGS, COLORADO** (the "City"), a municipal corporation in the State of Colorado and the **HISTORICAL SOCIETY OF IDAHO SPRINGS** ("Historical Society"), a Colorado non-profit organization, collectively hereinafter, the Parties.

WHEREAS, the City owns certain real property within the City known by address as 2060 Miner Street, Idaho Springs, CO 80452, including a building thereon commonly known as the Heritage Center (the "Property"); and

WHEREAS, the City and the Historical Society entered into an Occupancy Agreement, effective December 13, 2010, outlining the terms and conditions of the Historical Society's use of the Property, which Agreement renewed in 2020 for another 10-year term to last through 2030, unless earlier terminated in accordance with its terms (the "2010 Agreement"); and

WHEREAS, over the past sixteen (16) years, the Parties have determined and recognized that certain provisions of the 2010 Agreement are unnecessary or outdated and therefore in need of amendment; and

WHEREAS, in lieu of adopting a lengthy redline document, the Parties wish to adopt an entirely new restated and amended agreement to supersede and replace the 2010 Agreement.

NOW, THEREFORE, for and inconsideration of the mutual promises and undertakings herein set forth, the Parties agree as follows:

1. **The City** shall be responsible for the following:
    a. Subject to the terms, covenants, conditions and provisions of this Agreement, the City leases the Property to the Historical Society for the Term.
    b. The City covenants that, during the Term, the Historical Society will have quiet and peaceable possession of the Property, subject to the terms, covenants, conditions and provisions of this Agreement, and the City will not disturb such possession except as expressly provided in this Agreement.
    c. The City shall financially support the Historical Society's operation of the Visitor Center in an amount to be determined by Landlord at least annually as part of Landlord's budget process. The City may request, and Tenant shall provide, reasonable information from time to time concerning the Historical Society's operation of the Visitor Center.
    d. The amount due from the City shall be paid to the Historical Society in four (4) equal quarterly payments, unless the Parties agree otherwise.
    e. The City's obligation to pay the amounts established pursuant to this Section are and shall remain subject to the provisions of Section 5 of this Agreement for the duration of this Agreement. The City's failure to pay any amounts because of failure to appropriate shall not constitute a default of the City. Such

failure to appropriate, however, shall relieve the Historical Society of its obligation to operate the Visitor Center as provided herein, and the Parties agree to negotiate in good faith to determine appropriate alternative consideration for Historical Society's occupancy of the Property

f. The City will operate and maintain the Property in compliance with all applicable laws and according to those standards from time to time prevailing for similar City-owned buildings in Idaho Springs. The City will provide the following services according to such standards:
   (a) repair, maintenance and replacement of all structural elements of the Property and all mechanical, plumbing, life safety, vertical transportation and electrical systems installed in the Property, but excluding any mechanical, plumbing or electrical equipment that is installed or operated to accommodate Tenant's special requirements (such as a supplementary air conditioning unit installed to cool a tenant's computer room);
   (b) basic facilities to supply heating and ventilating to the Property at temperatures and in amounts consistent with those the mechanical system serving the Property is designed to provide and otherwise as may be reasonably required for comfortable use and occupancy under normal business operations;
   (c) basic facilities to supply electricity for lighting the Property and operating Tenant's equipment and in amounts not exceeding the demand the electrical system serving the Property is designed to provide; and
   (d) water and sanitary sewer service for washrooms, restrooms, restroom fixtures and drinking fountains.

g. Insurance. The City shall, at its sole cost and expense, maintain property insurance adequate to insure the building and all other improvements located on the Property that belong to the City. The City shall be under no obligation to insure any of the Historical Society's belongings that they may locate within or upon the Property; such belongings shall be located and kept on the premises at the Historical Society's sole risk.

2. **The Historical Society** shall be responsible for the following:

a. The Historical Society shall operate the Visitor Center located on the Property in a manner acceptable to the City.

b. Subject to the obligation of the City to furnish the basic facilities as set forth in Section 1.f., Historical Society shall be solely responsible for obtaining whatever telecommunications, electric power, natural gas, water and sewer service it desires for the Property and shall be solely responsible for paying all of the costs of such service during the Term.

c. The Historical Society shall use and occupy the Property only for the operation of a Heritage Center museum, a visitor center and other uses commonly associated with museums and visitor centers, or for such other purpose as the City expressly authorizes in writing. The Historical Society may sub-lease space to non-profit or public entities and may use a portion of the building for the retail sale of merchandise that would be appropriate for a museum and visitor center.

d. The Historical Society agrees to use the Property in a safe, careful and proper manner, and to comply with all laws, rules and requirements applicable to their use of the Property.

e. No Hazardous Substances will be stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Property by the Historical Society, or any of its respective agents, employees, contractors or invitees, without first obtaining the City's express written consent (any Hazardous Substances which are stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Property by any of such persons or entities are called "Tenant's Hazardous Substances"). However, normal quantities of Tenant's Hazardous Substances customarily used for Visitor Center / Museum and related office activities (such as copier and cleaning chemicals) may be stored and used on the Property without the City's prior written consent.

f. The Historical Society will not cause, maintain or permit any nuisance or waste in or about the Property and will keep the Property free of debris, and anything of a dangerous, noxious, toxic or offensive nature or which could create a fire hazard or undue vibration, heat, noise, fumes, vapors or odors.

g. Insurance. Purchase and maintain, and pay the premiums upon, adequate insurance for general liability and workers' compensation as set forth below, as well as insurance deemed adequate by the Historical Society to insure its personal property stored on the Property. Certificates of Insurance will be provided to the City on an annual basis.

- General Liability The Historical Society shall carry Comprehensive General Liability insurance with minimum combined single limits of $500,000 each occurrence and $1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Property and casualty insurance shall be sufficient to effect replacement of damaged or destroyed components of the Heritage Center building and contents. The City shall be listed as an additional insured under such policy. The Historical Society shall provide the City with certificates evidencing such insurance.

- Workers' Compensation. The Historical Society shall carry Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum statutory limits of $100,000 per occurrence for bodily injury, $100,000 per employee for bodily injury by disease and a $500,000 policy limit for bodily injury by disease.

3. **Both parties** further agree to the following:

a. Term. This agreement shall become effective on the date first set forth above and shall expire on December 31, 2030 or until earlier terminated in accordance with this Agreement.

i. Upon the expiration or other termination of the Term, the Historical Society will immediately vacate and surrender possession of the Property in good order, repair and condition, except for ordinary wear and tear. Any of the Historical Society's property remaining on the Property will be conclusively deemed to have been abandoned and may be appropriated, stored, sold, destroyed or otherwise disposed of by the City.

ii. Holding Over. The Historical Society understands that it does not have the right to hold over at any time and the City may exercise any and all remedies at law or in equity to recover possession of the Property, as well as any damages incurred by the City, due to the Historical Society's failure to vacate the Property and deliver possession to the City as required by this Agreement.

b. Repairs. Generally, the Historical Society shall, at its own expense and at all times during the Term, clean, maintain and repair the Property and Tenant's equipment, personal property and trade fixtures in the Property, and any mechanical, plumbing or electrical equipment that is not furnished by the City that is installed or operated to accommodate the Historical Society's special requirements (such as a supplementary air conditioning unit), in good order and repair and in a condition that complies with all applicable laws. The Historical Society will also be responsible for the cost of repairing all damage to the Property (or any equipment or fixtures in or serving the same) caused by the Historical Society or any of its agents, employees, contractors or invitees. Any such damage may be repaired by the City, in which case the Historical Society will pay to the City the cost of such repairs within 10 days after the date of delivery of the invoice. Alternatively, at the City's option, the Historical Society will promptly and adequately repair all such damage under the supervision and subject to the prior reasonable approval of the City. All work done by the Historical Society or its contractors (which contractors will be subject to City's reasonable approval) will be done in a first-class workmanlike manner using only quality grades of materials and will comply with all insurance requirements and all applicable laws. In the case of an emergency, the Historical Society shall not be required to obtain the approval of the City before making repairs or performing maintenance.

i. If the Historical Society fails to perform its obligations under Section 3.b. above, then the City may perform the required work and charge the Historical Society the costs thereof. For purposes of performing such work or inspecting the Property, the City may enter the Property upon at least 2 calendar days' notice to the Historical Society (except in cases of actual or suspected emergency, in which case no prior notice will be required). The City will use its best efforts to minimize disruption to the Historical Society's business or its use of the Property.

ii. The Historical Society will notify the City promptly upon its discovery of (a) any fire or other casualty to the Property; (b) any damage to or defect in the Property, including any fixtures or equipment in or serving the same, which was caused by the Historical Society or its subtenants, or their respective agents, employees, contractors or invitees, or for the repair of which City might be responsible; and (c) any damage to or defect in any parts or appurtenances of the Property's sanitary, electrical, heating, ventilating, air conditioning, elevator or other systems located on or passing through the Property.

c. Alterations.

i. By the Historical Society. The Historical Society may from time to time at its own expense make changes, additions and improvements to the

Property, provided that the same are made in conformance with all applicable laws and only with the prior written consent of the City if the alteration costs more than $1,500.00. The Historical Society will maintain, or will cause the persons performing such work to maintain, worker's compensation insurance and public liability and property damage insurance (with the City named as an additional insured), in amounts, with companies and in a form reasonably satisfactory to the City, which insurance will remain in effect during the entire period in which the work will be carried out. Prior to commencement of any work, the Historical Society will deliver to the City proof of all such insurance. The Historical Society, at its expense, will have promptly prepared and submitted to the City reproducible as-built plans of any such change, addition or improvements upon its completion. All changes, additions and improvements to the Property permanent in character will become the City's property upon installation.

ii. By the City. The City may from time to time make repairs, changes, additions and improvements to the Property and those building systems necessary to meet its obligations hereunder, and for such purposes the City may enter the Property upon not less than 10 days' prior notice to the Historical Society (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability for any loss or damage incurred as a result of such entry. In doing so, the City will not disturb or interfere with the Historical Society's use of the Property and operation of its business any more than is reasonably necessary in the circumstances and will repair any damage to the Property caused by such entry. No permanent change, addition or improvement made by the City will materially impair access to the Property.

d. Waivers and Indemnity. Except to the extent caused by the willful or negligent act or omission or breach of this Agreement by the respective Parties or their agents or employees, neither Party shall be liable or responsible for any loss, injury or damage suffered by the other Party, or such other Party's agents, employees, guests or invitees, caused by or relating to (a) loss or theft of, or damage to, property; (b) injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping steam or gas, electricity, water, rain or snow, or leaks from any part of the Property or from any pipes, appliances or plumbing, or from dampness; or (c) damage caused by occupants or persons on the Property, or caused by the public or by construction of any private or public work. The City will not be liable or in any way responsible to the Historical Society for, and the Historical Society waives all claims against the City for, any loss, injury or damage that is insured or required to be insured by the Historical Society under this Agreement, so long as such loss, injury or damage results from or in connection with this Agreement or the City's operation of the Property.

i. City's Indemnity. Subject to the terms and conditions of this Agreement, and except to the extent caused by the willful or negligent act or omission or breach of this Agreement by the Historical Society or any of its agents, employees, guests or invitees, the City will indemnify and hold the Historical Society harmless from and against any all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees) due to or arising out of any willful or negligent act or omissions or breach of this Agreement by the City or its agents or employees. The City's obligations hereunder will survive the expiration or early termination of the Term.

ii. Historical Society's Indemnity. Subject to the terms and conditions of this Agreement, and except to the extent caused by the willful or negligent act or omission or breach of this Agreement by the City or its agents or employees, the Historical Society will indemnify and hold the City harmless from and against any and all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees) due to or arising out of any accident or occurrence on or about the Property (including, without limitation, accidents or occurrences resulting in injury, death, property damage or theft) or any willful or negligent act or omission of or breach of this Agreement by the Historical Society or its agents, employees or invitees. Tenant's obligations hereunder will survive the expiration or early termination of the Term.

e. Nothing herein contained shall be construed to constitute either party the agent of the other, or in any manner to limit the parties in the carrying on of their own respective activities.

f. Any and all notices between the parties shall be in writing and shall be deemed delivered when mailed to the designated representatives at the respective addresses listed below:

City of Idaho Springs Attn: City Administrator P.O. Box 907 Idaho Springs, CO 80452-0907	Historical Society of Idaho Springs Attn: President P.O. Box 1318 Idaho Springs, CO 80452-1318

g. This Agreement shall be recorded in the real property records of the Clear Creek County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the above-described real property and the Heritage Center Building, and shall be binding upon and inure to the benefit of both parties hereto, their successors and assigns.

h. This agreement may be amended only by mutual agreement of the parties, approved by their respective governing bodies.

i. This agreement represents the complete agreement between the parties. Any and all previous leases, agreements or other instruments concerning the property and its operation as a Heritage and Visitor Center are hereby mutually declared null and void.

j. Nothing contained in this agreement shall be construed as requiring the commission of any act contrary to law. In the event that any portion of this agreement shall be held to be invalid or otherwise unenforceable, the entire agreement shall not fail on account thereof, and the balance of the agreement shall continue in full force and effect.

k. The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

4. Termination. Either party may terminate this Agreement for a material default in the other party's performance of this Agreement which default continues and is not cured for a period of thirty (30) days after written notice specifically setting forth the nature of the default has been given to the party allegedly in default (the "noticed party") or, if more than thirty (30) days is reasonably required to cure the alleged default, if the noticed party fails to commence to correct the same within said thirty (30) day period or shall thereafter fail to prosecute the same to completion with reasonable diligence.

5. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Idaho Springs and other applicable law.

6. No Waiver. No waiver of any provision of this Agreement will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

7. Severability. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

8. Authority to Bind. The individuals signing this Agreement on behalf of their respective Party represent and warrant that they are empowered and duly authorized to bind the same, as appropriate, to this Agreement according to its terms.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR SIGNATURES AND OFFICIAL SEALS.

CITY OF IDAHO SPRINGS

By: ___________________

Mayor

HISTORICAL SOCIETY OF IDAHO SPRINGS

By: ___________________

President

TO:	City Council
CC:	City Administrator Andrew Marsh
FROM:	Guy Patterson | Assistant City Administrator
DATE:	7/13/2026
SUBJECT:	**Work Session- Affordable Senior Housing Project – Restrictive Covenant and Agreement**

HISTORY

On December 8, 2025, the City Council adopted Resolution No. 34, Series 2025, approving a Senior Affordable Housing Restrictive Covenant and Agreement between the City of Idaho Springs and Alfred E. Brown for the property located at 839 CO-103, Idaho Springs, Colorado.

The restrictive covenant permanently limits the future residential use of the property to senior affordable housing and establishes eligibility requirements for future occupants. Among those requirements, the original covenant limited eligibility to households with incomes not exceeding fifty percent (50%) of the Area Median Income (AMI).

As staff worked through the Request for Proposals (RFP) process to identify a qualified development partner, it became apparent that limiting all residents to fifty percent (50%) AMI would significantly constrain the financial feasibility of the project. Multiple development teams indicated that the restriction would make it difficult to generate sufficient operating revenue to support construction financing, long-term operations, and future improvements.

Accordingly, staff is recommending targeted amendments to the restrictive covenant that preserves the long-term affordability objectives of the project while providing a more financially sustainable operating model.

RECOMMENDATION

Staff recommends approval of the First Modification to the Restrictive Covenant and Agreement. The proposed amendments include the following:

Definition of Qualified Occupant (Section 2)

Revise the income eligibility requirement by increasing the maximum allowable household income from **50% AMI** to **80% AMI**.

Occupancy of Property (Section 3)

Replace the existing occupancy language with an income-averaging affordability structure that provides:

- Senior Housing Units remain restricted to Qualified Occupants.
- Individual households may qualify with incomes up to **80% AMI**.
- Once the development reaches at least **80% occupancy**, the average income of all occupied units must not exceed **55% AMI**.
- The average AMI requirement applies only while occupancy remains at or above **80 percent**.
- Rent for each household will continue to be established based upon that household's individual income level and **not** the average AMI of the development.

<u>RESULTS</u>

The proposed amendments transition the project from a development in which every resident must qualify at **50% AMI or below** to an **income-averaged affordability model**.

Under this approach, some residents may qualify at income levels up to **80% AMI**, while other units will be occupied by households with substantially lower incomes so that the development maintains an overall average of **55% AMI**.

This structure is expected to:

- Increase the financial viability of the project.
- Expand the pool of income-qualified senior applicants.
- Preserve housing opportunities for lower-income seniors through deeper affordability in selected units.
- Improve long-term operating revenues and financial stability.
- Enhance the project's ability to secure financing and successfully move from development through long-term operation.

Overall, the proposed amendments maintain the City's commitment to permanently affordable senior housing while providing a more sustainable framework for successful project development and long-term operation.

FIRST MODIFICATION TO RESTRICTIVE COVENANT AND AGREEMENT

This FIRST MODIFICATION TO RESTRICTIVE COVENANT AND AGREEMENT ("First Modification") dated _______ __, 2026 (the "Effective Date"), is entered into by Alfred E. Brown ("Brown") and the City of Idaho Springs, Colorado, a Colorado statutory municipal corporation (the "City") who are referred to individually as a "party" and collectively as the "parties."

WHEREAS, the parties recorded a certain RESTRICTIVE COVENANT AND AGREEMENT on January 26, 2026 at Reception No. 317904 with the Clerk and Recorder for Clear Creek County, Colorado records ("Covenant") ; and

WHEREAS, the parties now desire to amend the Covenant to adjust the AMI qualification standards in order to expand the pool of potential Qualified Occupants at the Property; and

WHEREAS, pursuant to Section 9 of the Covenant, the Covenant may be amended with the written consent of both parties; and

WHEREAS, the parties desires to amend the Covenant to establish a system by which AMI qualification is expanded to permit an averaging of occupant incomes to ensure ongoing operational viability of the contemplated senior housing through the subsidization of lower income households by permitting occupancy by higher income households.

NOW, THEREFORE, Brown and the City hereby revise the Covenant as follows:

1. Section 2 of the Covenant, entitled "Definitions," is hereby amended through the replacement of the existing definition of "Qualified Occupant" to with a new definition of "Qualified Occupant" read as follows:

> "Qualified Occupant" means a natural person who meet the following requirements at time of occupancy of a Senior Housing Unit is:
>
> (i) A natural person aged 62 or older;
>
> (ii) Who has resided within the County for at least the twelve (12) months preceding their occupancy of a Senior Housing Unit;
>
>> (a) In the event there are Senior Housing Units which are not occupied by a Qualified Occupant following a reasonable marketing period, a person who satisfies all other requirements of a Qualified Occupant shall otherwise be considered a Qualified Occupant if that person has immediate family members that have resided within the County for at least the preceding twelve (12) months.

(iii) Does not own any other real property;

(iv) Has a gross income that does not exceed 80% of the AMI for the County; and

(iv) Shall occupy the Senior Housing Unit as his/her sole and exclusive primary residence.

2. Section 3 of the Covenant, entitled "Occupancy of Property," is hereby amended through the replacement of the existing text to read in full as follows:

3. Occupancy of Property. From and after the date of recording of this Restrictive Covenant, the Property shall only be used for the construction and operation of Senior Housing Units to be occupied as the primary residence of Qualified Occupants. Beginning on the date the Property reaches full occupancy of the Senior Housing Units, the aggregate of all Qualified Occupants' AMI shall average out to a rate which is equal to or less than 55% AMI. The requirement that the average AMI for the Senior Housing Units be equal to or less than 55% AMI shall only apply when the Property's Senior Housing Units reach an occupancy rate of 80% or more. In accordance with Section 5, herein, all Qualified Occupants shall pay a rental rate which is set based on that Qualified Occupant's respective AMI, and in no event shall a rental rate for Senior Housing Units be charged at a rate based on the average AMI present at the Property.

3. All capitalized terms used in this First Modification shall have the same meaning as provided in the Covenant.

4. Except as expressly amended by this First Modification, the Covenant shall remain in full force and effect.

[The rest of this page is intentionally left blank.]

Alfred E. Brown

By: ____________________________

Name: Alfred E. Brown

STATE OF COLORADO)
) ss:
COUNTY OF ____________)

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

Witness my hand and official seal.

My Commission Expires: _______________.

[S E A L]

____

Notary Public

CTY OF IDAHO SPRINGS, a Colorado municipal corporation

By:____________________________________

Name: Chuck Harmon

Title: Mayor

ATTEST:

____

Wonder Martell, Deputy City Clerk

STATE OF COLORADO)

) ss.

COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of __________________, 2026, by Chuck Harmon, as Mayor of the City of Idaho Springs, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: __________________________.

____

Notary Public

TO:	Idaho Springs City Council
FROM:	Dylan Graves, Community Development Planner
SUBJECT:	Proposition 123 Commitment – Unit Sharing IGA
MEETING DATE:	July 13, 2026

BACKGROUND:

The City of Idaho Springs made a Proposition 123 commitment during the 2023-2026 cycle to increase affordable housing units in the city by 22 units during this period. With the approval of the Fieldhouse Apartments development, the city has officially reached its commitment. The Fieldhouse Apartments contain 120 units, which means the city has exceeded its commitment by 98 units.

City staff spoke with Department of Local Affairs (DOLA) staff, who let us know that we could "share" our excess units with adjacent jurisdictions who may also benefit from the Fieldhouse Apartments to help them reach compliance with their Proposition 123 commitments. DOLA encourages the redistribution of surplus units to help everyone reach their commitments and work collaboratively on housing projects.

City staff have discussed the sharing of units with six adjacent location jurisdictions: Clear Creek County, Gilpin County, Georgetown, Central City, Empire, and Silver Plume. Combined, these six jurisdictions have commitments equaling 70 units. DOLA has confirmed that there is sufficient nexus between Idaho Springs and these six jurisdictions to be able to share units with these jurisdictions.

In response, city staff prepared the attached IGA that would commit Idaho Springs and the other listed jurisdictions to unit sharing for the 2023 to 2026 compliance cycle. The IGA would allow the city to share the units and get the other listed jurisdictions into compliance with Proposition 123 commitments. The IGA would not require future unit sharing but establishes a working relationship between the jurisdictions in the hope that this commitment to housing solutions continues in the future during the next commitment cycle (2027 to 2029). Should other jurisdictions have excess units, they would not be required to share those with Idaho Springs, but the stage would be set for future collaboration on Proposition 123 goals. We will be needing to consider whether to commit to the 2027 to 2029 cycle in the fourth quarter of 2026.

Staff believe that it is reasonable to share units with these jurisdictions for several reasons. Clear Creek County, Empire, Silver Plume, and Georgetown are all parties to the Clear Creek Regional Housing Authority (CCRHA), which is working collaboratively on housing projects. We already have a formal collaboration with these jurisdictions, so sharing units would further that collaboration.

Central City and Gilpin County also benefit from the Fieldhouse Apartments. A significant portion of their workforce live in Idaho Springs and Clear Creek County, so they benefit from housing solutions that occur in this area and vice versa. A significant portion of Central City is located in Clear Creek County and shares a border with Idaho Springs in the Exit 243 area. Both Central City and Gilpin County are part of the Clear Creek Economic Development Corporation (CCEDC) working group on housing, so while they are not formally part of the CCRHA, they are working collaboratively with Idaho Springs and other adjacent jurisdictions on housing projects that can benefit all involved.

Several of the adjacent jurisdictions are actively working on affordable housing projects but may not be able to meet the state's requirements by the end of 2026. These projects are likely to count towards the 2027 to 2029 commitment cycle.

The draft IGA is attached for review. If City Council agrees to share units with the listed jurisdictions, city staff will work to finalize and execute the agreement and bring it back to City Council for action in the near future. Once all jurisdictions agree to and sign the IGA, we will submit to DOLA for review and approval, which will fulfill everyone's Proposition 123 commitments for the 2023 to 2026 cycle.

REQUEST FOR DIRECTION: Does City Council support an IGA that would allow the City of Idaho Springs to share affordable housing units with six adjacent jurisdictions for the purposes of achieving their Proposition 123 commitments for the 2023 to 2026 commitment cycle?

Apr 20, 2026

Dylan Graves, Community Development Planner
City of Idaho Springs, CO
1711 Miner Street
Idaho Springs, CO 80452

RE: City of Idaho Springs, CO - Full Compliance Confirmation with Proposition 123 Commitments

Dear Mr. Graves,

On behalf of the Proposition 123 Community Support Team within the Division of Housing, I am pleased to issue this formal confirmation of your jurisdiction's successful compliance with the key requirements established under Proposition 123 for the initial 3-year commitment cycle (2024-2026). The City of Idaho Springs may re-commit and remain eligible for Proposition 123 funding over the next 3-year cycle (2027-2029).

Your commitment to fostering accessible and efficient housing development is commendable. This approval signifies that the City of Idaho Springs has fully met its obligations in the following two critical areas:

1. Unit Count Commitment Attainment [22 units] - final submission approved on Apr 17, 2026
2. Implementation of Expedited Review - approved on Sep 26, 2025

We commend the leadership and dedication of your planning, housing, and administrative teams in achieving this milestone. We look forward to our continued partnership in advancing community development and housing affordability.

Should you have any questions regarding this compliance confirmation or future requirements, please do not hesitate to contact us directly at DOLA_Prop123Support@state.co.us.

Sincerely,

Ashley Weesner Digitally signed by Ashley Weesner
Date: 2026.04.20 08:21:54 -06'00'

Proposition 123 Community Support Manager
ashley.weesner@state.co.us
303.549.9382

Cc: Andrew Marsh, City Administrator;Charles Harmon, City Mayor
Todd Leopold - DOLA ; Pamela Gibson - DOLA ; Robyn DiFalco - DOLA ;
dola_prop123support@state.co.us

INTERGOVERNMENTAL AGREEMENT REGARDING PROPOSITION 123 SHARED AFFORDABLE HOUSING CREDITS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _________________, 2026, by and between the City of Idaho Springs, a Colorado statutory municipality ("Idaho Springs"); Clear Creek County, a political subdivision of the State of Colorado ("County"); Gilpin County, a political subdivision of the State of Colorado ("Gilpin County"); the Town of Georgetown, a territorial charter municipality; the Town of Silver Plume, a home rule town; the Town of Empire, a statutory town; and the City of Central, a home rule city (referred to individually as a "Party" and collectively, the "Parties").

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203, governments may cooperate and contract with one another to provide any function, service, or facility each is authorized to perform; and

WHEREAS, in 2022, Colorado voters approved Proposition 123, codified at C.R.S. § 29-32-101, *et seq.*, to make additional state funding available to participating jurisdictions that commit to increasing their affordable housing stock by three percent (3%) annually over a three-year period; and

WHEREAS, the Parties included in this agreement have formally submitted their respective Proposition 123 Commitments to the Department of Local Affairs ("DOLA") and the Colorado Division of Housing ("Division"), agreeing to increase the number of affordable housing units within their respective jurisdictions by three percent (3%) annually from their established baselines for the 2024-2026 grant cycle ("Current Grant Cycle"); and

WHEREAS, the Parties recognize that the Fieldhouse Apartments, an affordable housing development located within Idaho Springs' municipal boundaries, located at 905 Miner Street, 995 Miner Street, and 97 11th Avenue, Idaho Springs, Colorado 80452 ("the Development") could contribute to meeting both Idaho Springs' and the other Parties' Proposition 123 unit growth targets for the Current Grant Cycle; and

WHEREAS, Idaho Springs is willing to allocate affordable housing units located within its boundaries to other area jurisdictions similarly committed to affordable housing goals in order to facilitate and support affordable housing within the entire region; and

WHEREAS, the Parties therefore desire to enter into this Agreement to formalize a shared unit crediting arrangement for the Current Grant Cycle for the affordable units at the Development and to commit to such collaboration on potential future developments, as allowed under C.R.S. § 29-32-105(3)(d)(II), which encourages intergovernmental agreements to allocate affordable housing credits among participating jurisdictions; and

WHEREAS, the Parties further intend to coordinate and cooperate for the purpose of tracking, reporting, and documenting shared affordable housing units to satisfy applicable compliance requirements under Proposition 123.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Parties enter into this Agreement to allocate and track affordable housing units from the Development for the purpose of Proposition 123 compliance. This Agreement is intended to support each Party's obligations under their respective commitments filed with the Division.

2. The Development is an affordable housing project located within Idaho Springs and includes a total of 120 dwelling units that meet the eligibility criteria for affordable housing under Proposition 123.

3. The Parties agree that the 120 affordable housing units within the Development shall be counted toward the Parties' individual Proposition 123 commitments as follows:

    a. City of Idaho Springs: 50 units
    b. Clear Creek County: 19 units
    c. Gilpin County: 18 units
    d. Town of Georgetown: 14 units
    e. City of Central: 13 units
    f. Town of Empire: 4 units
    g. Town of Silver Plume: 2 units

4. To the extent permitted, the Parties agree to collaborate to identify and potentially share future affordable housing units constructed or created in one Party's jurisdiction when said Party does not require all such units to meet its individual Proposition 123 commitment. The Parties agree that they may memorialize the allocation of future shared units amongst them by letter agreement signed by an authorized representative of each Party; in such event, the provisions of this Agreement may apply to the newly-allocated units if expressly stated so in the letter agreement. In the event the Parties wish to amend any term of this Agreement other than the allocation of specific units, a written amendment hereto shall be required.

5. Each Party shall be responsible for submitting its own reports and documentation to the Division in accordance with applicable state requirements. To the extent permitted by law, the Parties agree to reasonably cooperate and share relevant project data or certifications, when required, to ensure accurate reporting and crediting of the Development units in accordance with the allocation described in this Agreement.

6. This Agreement shall take effect upon execution by all Parties and shall continue thereafter indefinitely until terminated by mutual agreement of all Parties or until only one Party remains. Any Party may withdraw from this Agreement by providing written notice to the remaining Parties.

7. Although nothing in this Agreement shall be construed to create a financial obligation on the part of any Party, any contribution of funds by any of them is subject to the

annual appropriations of such jurisdiction for such purpose. Any decision to contribute funds or resources in support of the Development shall be addressed separately and is not governed by this Agreement. No debt or fiscal year financial obligation is created by this Agreement.

8. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No other person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

9. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract, or other means, unless granted prior written permission by Idaho Springs. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.

10. Nothing in this Agreement shall be construed as a waiver of the rights, protections, or limitations of liability provided to each Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.,* as amended. Each Party agrees to be responsible for its own acts and omissions and those of its officers, employees, and agents in the performance of this Agreement. This provision shall survive the termination of this Agreement.

11. Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. E-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the Parties via e-mail.

Idaho Springs: City of Idaho Springs 1711 Miner Street POB 907 Idaho Springs, Colorado 80452 Attn: City Manager Telephone: 303-567-4421 Email: admin@idahospringsco.com	Clear Creek County: Clear Creek County 405 Argentine Street POB 2000 Georgetown, CO 80444 Attn: County Manager Telephone: 303-679-2300 Email: CRohloff@clearcreekcounty.us
Silver Plume: Town of Silver Plume PO Drawer F Silver Plume, CO 80476 Attn: Town Clerk Telephone: 303-569-2363 Email: clerk@silverplumetown.com	Empire: Town of Empire PO Box 100 Empire, CO 80438 Atten: Town Administrator Telephone: 303-569-2978 Email: clerk@empirecolorado.us

Georgetown: Town of Georgetown PO Box 426 Georgetown, CO 80444 Attn: Town Clerk Telephone: 303-569-2555 Email: townclerk@townofgeorgetown.us	City of Central: City of Central PO Box 249 Central City, CO 80427 Attn: City Clerk Telephone: 303-582-5251 Email: cityclerk@cityofcentral.co
Gilpin County: 203 Eureka Street P.O. Box 366 Central City, Colorado 80427 Attn: Community Development Director Telephone: 303-582-5214 Email: communitydevelopment@gilpincounty.org	

12. The waiver by any Party of any breach by the other of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

13. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether oral or written.

14. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

15. Excepting the allocation of future units by letter agreement in accordance with Section 4 hereof, this Agreement may be modified only by written amendment executed by the Parties.

16. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic

signature or that it is not in its original form or is not an original. Nothing herein shall be construed as a waiver of any other good faith objection any Party may raise or assert regarding the validity, admissibility or form of this Agreement.

17. Upon the execution of this Agreement by all Parties, a copy of this Agreement shall be transmitted by Idaho Springs to DOLA and the Division.

18. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and venue for any civil action between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Clear Creek County, Colorado.

City of Idaho Springs

ATTEST:

______________________________	______________________________
Charles Harmon, Mayor	Diane Breece, City Clerk
______________________________	______________________________
Date	Date

Clear Creek County

ATTEST:

______________________________	______________________________
Rebecca Lloyd, Chair	Deputy Clerk and Recorder for Brenda L. Corbett Clear Creek County Clerk and Recorder
______________________________	______________________________
Date	Date

Town of Silver Plume

ATTEST:

______________________________	______________________________
Name, Title	Name, Title

Date | Date

Town of Empire

ATTEST:

Name, Title | Name, Title

Date | Date

Town of Georgetown

ATTEST:

Name, Title | Name, Title

Date | Date

City of Central

ATTEST:

Jeremy Fey, Mayor
Name, Title

Reba Bechtel, City Clerk
Name, Title

Date | Date

Gilpin County

ATTEST:

Name, Title

Name, Title

Date

Date

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: July 13, 2026
Subject: Employee Handbook Update

Attached for your review is the final draft of the updated Employee Handbook that has undergone an extensive rewrite and review. The process began with the creation of a new document that was produced by the Employers Council (formerly the Mountain States Employers Council) as a benefit of the City's membership with the organization. City staff, along with Financial Consultant Lorraine Trotter and City Attorney Carmen Beery, then reviewed and edited the document. The current final draft is being reviewed as well by CIRSA, the City's insurer.

Following are the highlights of this new version of the Employee Handbook:

<u>Holidays</u> - December 24th (Christmas Eve) has been proposed as a new City holiday that would increase the total number of City holidays to 12. Holidays are paid days off when City offices are closed. Employees who are required to work on a holiday are paid for their holiday in lieu of time off. Typically over the years, the Mayor has approved closing City offices at noon on Christmas Eve. The total number of holidays annually for similar size Colorado municipalities ranges from 8 to 14, with an average of 11. While the City does not offer personal preference days off, some of the other similar size municipalities do. If the personal preference days are included with holidays, the total number of paid days off ranges from 10 to 23.

<u>Paid Time Off (PTO)</u> – Employees accrue PTO on the following schedule of employment: 120 hours annually up to 5 years; 160 hours annually for 6 to 10 years; and 200 hours annually for 11 years or more. The total number of annual PTO hours for similar size municipalities ranges from 96 to 176 for the early years of employment, with an average of 136 hours, and usually increases with years of service. Typically, municipalities that offer PTO do not also offer Sick Leave. However, Buena Vista is an exception by allocating annually 96 hours of PTO and 96 hours of Sick Leave. In contrast, Granby allocates annually a larger amount of PTO (176), but does not offer Sick Leave. Of the similar size municipalities that offer Vacation instead of PTO, the total annual number of Vacation hours in the early years of employment ranges from 40 to 120, and the annual total number of Sick Leave hours ranges from 78 to 120. The City's policy, which is a common practice, is to pay employees for unused PTO hours at the end of their employment. The City could consider approving a modest increase in the PTO accrual rate.

<u>Work Week</u> – It is recommended that the work week be changed from Monday through Sunday to Saturday through Friday. This change will allow more flexibility for employees and their supervisors to reduce hours worked and minimize overtime at the end of the work week before the weekend.

<u>Compensatory (Comp) Time</u> – It is recommended that compensatory time be eliminated. Non-exempt employees have the option of selecting overtime either as pay or as paid time off. Exempt

employees have the ability and are often able to flex their schedule to minimize the number of hours worked over a 40-hour week.

Training and Travel – Instead of a minimum distance requirement, it is recommended that supervisors have the ability to authorize overnight lodging for employee training. It is also recommended that the City adopt the lodging and meal per diem rates of the U.S. General Services Administration for official travel. The City already uses the mileage reimbursement rate of the U.S. Internal Revenue Service for official travel.

Tuition Reimbursement Policy – It is recommended that the City add a Tuition Reimbursement Policy to the Employee Handbook.

CITY OF IDAHO SPRINGS

EMPLOYEE HANDBOOK

ADOPTED RESOLUTION XX, XXX

IMPORTANT NOTICE

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE CITY OF IDAHO SPRINGS AND TO PROVIDE INFORMATION ABOUT WORKING FOR THE CITY. THE HANDBOOK IS NOT ALL INCLUSIVE AND IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE CITY'S GUIDELINES. THIS EDITION REPLACES ANY PREVIOUSLY ISSUED EDITIONS.

NEITHER THE EMPLOYEE NOR THE CITY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE CITY IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT. THE ORGANIZATION RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE CITY. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR SUPERVISOR.

TABLE OF CONTENTS

1 EMPLOYMENT

1.1 Employment at Will

Employment with the City is "at-will." Any employee may be terminated with or without cause, a statement of reasons, or a hearing, just as any employee may resign at any time, for any reason. Nothing in these policies is intended to modify the City's at-will employment policy.

1.2 Applicability of Employee Handbook

- This Employee Handbook applies to all categories of employees.
- This Employee Handbook does not apply to elected or appointed officials or to independent contractors.

1.3 City Administrator

The City Administrator or their designee shall establish and maintain the official personnel file for each employee, and such additional records, forms and procedures as may be necessary or appropriate to facilitate personnel administration.

The City Administrator has the final authority to render interpretations of this Handbook and to recommend amendments hereto to the City Council.

1.4 Rights and Duties of the Department Head

Except as otherwise provided by law or this Handbook, each department head is responsible to administer matters pertaining to employees of the City in their department as listed below; provided, however, that the City Administrator may countermand or set aside any personnel action taken by the department head at any time:

- Hire, promote, demote, discipline, discharge, reclassify, transfer, retire, assign, lay off and recall employees. Evaluate each employee's skill ability, efficiency, and general performance.
- Determine the starting and quitting times, the schedules, the shifts and the number of hours to be worked.
- Revise, eliminate, combine or establish jobs with the approval of the City Administrator.
- Introduce new, improved, or modified services, methods, techniques and equipment, and otherwise generally manage the operation of and direct the workforce.
- Conduct wage studies using municipalities determined by the City Administrator as a reference group and prepare annually for consideration by the City Administrator and approval of the City Council the proposed compensation and benefits for each position of employment suitable for inclusion in the annual budget and/or the City Compensation Plan.
- To prepare, or cause to be prepared, job descriptions for each position of employment within the department, and review and amend such descriptions from time to time for review by the City Administrator and approval by the City Council.

1.5 Personnel Records and References

Personnel records shall be considered confidential, subject to the provisions of the Open Records Act. No documents shall be released from a personnel record, except as required by the Open Records Act, without a written request from the employee designating the documents to be released and the person or entity to which the release is to be made.

All employees, including supervisors, shall immediately refer any request for information about current or former employees to the City Administrator. The City Administrator shall coordinate with an authorized supervisor to provide an employment reference. The *only* persons authorized to provide an employment reference on behalf of the City are the City Administrator and an authorized supervisor.

- Any other employment reference is expressly unauthorized, given at the sole risk of the provider, and the City is not responsible for its contents. Any current City employee who gives an unauthorized reference is subject to disciplinary action, up to and including termination.
- A reference shall be limited to dates of employment and position held unless the employee for whom the reference is requested has provided written permission and a release and waiver of claims. The City Administrator shall keep a copy of any such written permission and release.
- When written permission and a release are provided, a more detailed reference may be provided. For purposes of this Policy, an authorized supervisor is one who has direct performance appraisal responsibility for the employee.
- The City maintains and reserves the right, in its discretion, to deny any request for information beyond that subject to release under the Colorado Open Records Act (CORA).
- The City does not issue generic letters of recommendation addressed "To Whom It May Concern" or similar unknown recipient.
- CORA expressly denies anyone (including the subject employee) the right to view letters of reference.

1.6 Vacancies

Announcements

A vacancy shall exist whenever the number of budgeted positions exceeds the number of employees in such positions unless the Department Head determines that the vacancy shall remain open. Otherwise, the vacancy shall be filled as soon as practicable.

If the Department Head determines that the vacancy shall be filled, the Department Head shall cause the vacancy to be announced by at least one publication in a newspaper of general circulation in the City and by posting, including on the City web site. All vacancy announcements shall include a statement that the City is an Equal Opportunity Employer.

The Department Head may order a position to be filled by an internal competitive examination. If so ordered, the examination shall be open only to then-current employees of the City who meet the minimum qualifications for the position and shall be conducted in the manner provided for in this document. Any current employee who is appointed to fill such a position shall be subject to an Initial Evaluation Period as provided in Section F of this chapter.

No newspaper ad or outside posting shall be required for a vacancy that the Department Head orders filled by promotion.

For a position that has more than one qualified employee or applicant who applies, the Department Head may establish and maintain an eligible list consisting of candidates who are qualified, by virtue of competitive examinations conducted pursuant to Section C of this chapter, for appointment to the position. No candidate shall be maintained on the eligible list for more than one year.

Applications
All persons wishing to apply for City employment must complete a City application form, which must be submitted to the City by the deadline. A resume and letter of application may be attached to the application, but may not be substituted for the application.
Applicants may be disqualified for consideration for employment when any of the following factors exist:

- The applicant does not meet, in the judgment of the Department Head, the minimum qualifications for the job as set forth in the job description;
- In the judgment of the Department Head, the applicant has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check or security check.
- The applicant has knowingly given any false information or omitted material information in their application or, in the judgment of the Department Head, has otherwise practiced deception during the selection process; or
- The applicant fails to respond in a timely fashion to contacts made or messages left by the City.

Hiring Practices
In consultation with the City Administrator, each Department Head shall determine the best method to fill vacancies in their department and ensure compliance with all legal requirements concerning advertisements, testing, interviewing and hiring.

2 EQUAL EMPLOYMENT & WORKPLACE CONDUCT

2.1 Equal Employment Opportunity and Unlawful Harassment
The City of Idaho Springs is dedicated to the principles of equal employment opportunity (EEO). We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race (including traits historically associated with race, such as hair texture and length, protective hairstyles), sex, sexual orientation, gender identity, gender expression, color, religion, creed, national origin, ancestry, disability, military or veteran status, genetic information, marital status**,** citizen or immigration status or any other status protected by applicable law.

2.2 Americans with Disabilities Act (ADA) and Religious Accommodation
The City will make reasonable accommodation under the Americans with Disabilities Act (ADA) for qualified individuals with known disabilities unless doing so would result in an undue hardship to the City or cause a direct threat to health or safety. The City will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses an undue hardship on the City.

2.3 Pregnancy Accommodation
Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. If an employee requests an accommodation, the City will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that

will enable the employee to perform the essential functions of their position. A reasonable accommodation will be provided unless it imposes an undue hardship on the City of Idaho Springs' business operations.

The City may require that an employee provide a note from their health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the City Administrator.

The City will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

2.4 Harassment

The City strives to maintain a work environment free of unlawful harassment. Unlawful harassment includes any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual (or group) because of that individual's (or group's) membership in, or perceived membership in, a protected class, that is subjectively offensive to the individual alleging harassment and is objectively offensive to a reasonable individual who is a member of the same protected class. Harassment does not need to be in-person and can occur over electronic media such as Zoom, email or other electronic platforms. Prohibited behavior may include but is not limited to the following:

- Written form, such as cartoons, emails, posters, drawings, or photographs.
- Verbal conduct, such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct, such as assault or blocking an individual's movements.

This policy applies to all employees, including managers, supervisors, coworkers, and to non-employees, such as City officials, citizens, vendors, consultants, etc.

2.5 Sexual Harassment

Because sexual harassment raises issues that are, to some extent, unique in comparison to other types of harassment, the City of Idaho Springs believes it warrants separate emphasis.
The City of Idaho Springs strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as repeated unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct or communication is made explicitly or implicitly a term or condition of employment.
- Submission to, objection to, or rejection of, such conduct or communication is used as a basis for employment decisions affecting an individual.
- Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and business-like manner at all times. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, and emails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

2.6 Complaint Procedure

If you believe there has been a violation of the Equal Employment Opportunity (EEO) policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The City of Idaho Springs has established a program designed to prevent harassment, deter future harassers, and protect employees from harassment. The City of Idaho Springs takes prompt action to investigate and/or address alleged discriminatory or unfair employment practices. The City of Idaho Springs also takes prompt remedial actions, when warranted, in response to complaints of discriminatory or unfair employment practices. The City of Idaho Springs, therefore, expects employees to make a timely complaint to enable the City to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your Department Head who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to your Department Head with your complaint, you should report the incident to the City Administrator.

The City of Idaho Springs prohibits retaliation against an employee for filing a complaint under this policy or assisting in a complaint investigation. If you perceive retaliation for making a complaint or participating in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the City of Idaho Springs determines that an employee's behavior violates this policy, disciplinary action will be taken, up to and including termination of employment. If the City determines that a non-employee's behavior violates this policy, the City may take any lawful step available to eliminate the harassing behavior from the workplace and minimize the risk of it repeating; these remedies may include, but are not limited to, recommending to the City Council that a contract be terminated or that an official be removed from office.

3 EMPLOYMENT STATUS

3.1 Employee Classifications

Employees of the City of Idaho Springs are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes, such as the administration of fringe benefits like paid time off or holidays. These classifications do not determine eligibility for participation in the City of Idaho Spring's group health plan. Eligibility for participation in the City of Idaho Spring's group health plan is governed by the terms of the plan documents as well as applicable law. To obtain a copy of the Summary Plan Description or to discuss whether you are eligible to participate in the City of Idaho Spring's group health plan, please contact the City Administrator. The following classifications are used throughout this Handbook.

3.2 Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.

3.3 Non-exempt Employees

Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt employees shall be paid time and one-half of their regular rate of pay for any work in excess of: (1) 40 hours per workweek; (2) 12 hours per workday, or (3) 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Non-exempt employees may request in writing that overtime be compensated as time-off rather than pay.

3.4 Full-Time Employees

Full-time employees are those who are scheduled to work between 32 and 40 hours per week, except for sworn police officers or in cases where the employee is in an exempt position for purposes of the FLSA and the duties of the employee require work exceeding such 40-hour period. The regular work week for law enforcement personnel shall be up to 86 hours in a 14 consecutive day work period.

3.5 Part-Time Employees

Part-time employees are those who are normally scheduled to work fewer than 32 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

3.6 Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees may be classified as exempt or nonexempt based on job duties and compensation

3.7 Seasonal Employees

Seasonal Employees are those who work for less than 26 weeks in a calendar year and must have at least 45 days in a row during the calendar year when employees are not working in the seasonal occupation to be considered a seasonal worker.

3.8 Nepotism and Employment of Relatives Policy

The City prohibits the hiring or employment of individuals in situations where an immediate family member would have direct or indirect authority or influence over another immediate family member:

- Hiring or promotion
- Supervision or evaluation
- Scheduling or work assignments

- Compensation
- Discipline

This policy applies to all full-time, part-time, temporary, and seasonal positions.

3.9 Definitions

- *Immediate family* includes spouse, domestic partner, parent, child, sibling, grandparent, grandchild, in-laws and stepparents/stepchildren.
- *Direct supervision* means having actual authority or influence over employment-related actions.

3.10 Changes After Hire

If a familial relationship is formed or discovered after hire (e.g., through marriage or change in living arrangements), the City will review the working relationship to determine if reassignment or other accommodations are necessary. The City Administrator will make a final determination based on operational needs.

3.11 Exemptions and Discretion

Exceptions to this policy may be granted in limited circumstances where the relationship does not compromise operational integrity and where no reasonable alternative exists. Such exceptions must be approved in writing by the City Administrator.

3.12 Disclosure Requirement

Applicants and employees must promptly disclose any familial relationships that may fall under this policy. Failure to disclose such relationships may result in disciplinary action.

4 EMPLOYEE BENEFITS

4.1 Benefits Overview

As part of its compensation strategy, the City of Idaho Springs offers several different insurance plans for eligible employees. Employment benefits vary according to the position and status of the employee. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The City complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners, and couples in a civil union.

Benefit plans offered by the City of Idaho Springs are defined in legal documents such as insurance contracts and summary plan descriptions. In the event information in this Handbook or other employee communication conflicts with the actual terms and conditions of coverage, the plan documents will control. Benefits described in this Handbook, including the types of benefits offered and/or the requirements for eligibility of coverage, may be modified or discontinued from time to time at the City's discretion as permitted by law. The City and its designated benefit plan administrators reserve the right to determine eligibility, interpretation, and administration of issues related to benefits offered by the City.

- Full-time employees shall be eligible to enroll in insurance programs the first of the month following 30 days of employment.
- Part-time employees are not eligible to enroll for benefits for which the City pays a portion of the cost.
- Temporary and seasonal employees are not eligible to enroll for any benefits.
- City collects and pays insurance premiums a month in advance.
- An employee eligible for benefits under this Section and who is enrolled for benefits who works on or after the 15th of the month will receive insurance benefits for that month.
- Employees will have an opportunity to make changes to their benefit selections during the City of Idaho Springs annual open enrollment period. Employees who experience a qualifying life event, such as marriage, divorce, or the birth of a child, will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.
- Employees who take a personal or other leave of absence should consult the City's benefits coordinator to determine the impact the leave may have upon their benefits, including eligibility and/or making any required premium payments.

4.2 Offered Benefits
As part of the total employee compensation package, the City offers the following benefits and pays all or part of the cost for most benefits:
- *Medical Insurance*
- *Dental Insurance*
- *Vision Insurance*
- *Life Insurance*
- *Retirement Plan*
- *Pension Plan (Police Officers only)*
- *Long-Term Disability (LTD) Plan*
- *Accidental Death and Dismemberment (AD&D) Insurance Plan*
- *Legal Assistance Plan*
- *Employee Assistance Plan (EAP)*
- *Recreation Center Passes*

For more information about these benefits, including the terms, conditions, or eligibility requirements, please contact or obtain a copy of the benefits summary from the City's benefits coordinator.

4.3 Modified Duty
It is the City's policy to provide a modified duty option when possible and practical, given the City's other staffing and budgetary demands. Modified duty is available at the City's sole discretion, and there is no guarantee that modified duty shall be available to an employee who has a partial disability. Modified duty may be available in a department other than the employee's department. Modified duty is temporary and transitional in nature. An employee, their supervisor and other relevant staff will review temporary modified duty assignments at least monthly to evaluate continuing work duties and performance. When an employee is able and willing to perform modified duty, but modified duty is not an available option, the employee will be moved to full disability.

If approved, an employee on modified duty may continue to earn wages and accrue or earn PTO and other benefits at the employee's established rate.

An employee who refuses modified duty may be allowed to use any earned PTO with approval of their supervisor. After any such earned PTO is used, no other payment will be made and no additional PTO will be earned. Except as otherwise required by law, the Department Head has the option, but is not required, to hold the employee's position open until the employee is medically cleared to return to his or her original position.

It is the City's policy, whenever possible and practical, to hold the employee's position open until the employee is able to return to work. However, circumstances or workload demands may dictate that holding a position open is not in the City's best interest. If the employee’s job cannot be held, reasonable effort will be made to identify a suitable position for the employee when they are able to return to work. There is no guarantee of continued employment with the City.

5 HOLIDAYS, LEAVE & TIME OFF

5.1 Observed Holidays

The City observes the following paid holidays when City offices are closed:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

5.2 Holiday Leave Policies

- Unless otherwise specified by the City Council, when a holiday falls on a Saturday, it is observed on the preceding Friday; when it falls on a Sunday, it is observed on the following Monday. For employees working a 4/10 schedule, the holiday will be observed the immediate prior workday.
- Holiday time is not counted as hours worked in the computation of overtime. Full-time employees receive ten hours of holiday pay at their regular rate of pay. Holiday pay for part-time employees is prorated based on their regularly scheduled work hours.
- Employees scheduled to work on a holiday will be paid for the time worked, subject to the FLSA rules, at the rate of one- and one-half times the employee's regular rate of pay in addition to receiving holiday pay.
- Employees who work on scheduled City holidays may be allowed to use holiday leave on an alternate date in the same work week as the observed holiday with their supervisor’s approval.

5.3 Bereavement Leave

Employees are currently eligible for paid bereavement leave as part of Colorado's Healthy Families and Workplaces Act. (See "Paid Sick and Exigency Leave" above). In addition, in the event of a death in their immediate family, full- and part-time employees currently are granted a supplemental paid leave of up to three workdays to attend a funeral or memorial service and related activities. For the purposes of this supplemental leave, immediate family is defined as spouse, domestic partner, parent, child, sibling, grandparent, grandchild, in-laws and stepparents/stepchildren.. For funerals of other relatives or friends, employees may use PTO or unpaid leave upon the approval of their supervisor.

5.4 Paid Time Off

The City provides full-time employees with Paid Time Off (PTO). This paid time is for employees to do as they wish or need. For example, it may be used to take time off for vacation, personal matters, or for any other reason.

You are urged to use PTO time to ensure a good personal balance between leisure and those unexpected absences that affect us all.

Eligible employees currently accrue paid time off each pay period based on the following schedule:

Length of Continuous Employment	*Paid time off*
0 months through 59 months (5 years)	4.62 hours per pay period (120 hours annually)
60 months through 119 months (10 years)	6.15 hours per pay period (160 hours annually)
120 months and beyond (11 years plus)	7.69 hours per pay period (200 hours annually)

Paid time off must be scheduled with and approved in advance with your immediate supervisor. Employees may take PTO in no smaller than hourly increments. PTO should be scheduled to interfere as little as possible with the normal operation of business and to avoid excessive workloads for other employees during peak periods. If two or more employees request the same day/s off, preference will be given to the employee/s with the most seniority.
PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

No employee is eligible to accrue more than a maximum of their annual PTO accrual plus 40 hours in their PTO bank at any one time. Once an employee reaches their ceiling, the employee ceases accruing any additional PTO. If the employee later uses enough PTO to fall below the ceiling, the employee begins accruing PTO again from that date forward until again reaching the ceiling. Accordingly, employees are encouraged to keep track of their PTO accumulations to avoid reaching their ceiling.

Employees who terminate employment prior to one year do not receive any payout of PTO upon termination. Employees who have completed one year or more of employment have earned their PTO and will receive pay for earned, unused PTO.

5.5 Jury Duty

The City recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.

Employees receive regular pay for the first three days of jury duty if they were scheduled to work and they provide confirmation of juror service.

Beginning the fourth day and thereafter, employees, as jurors, are paid per rate set by the State of Colorado for state, district, or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of 10 days (80 hours). For jury duty leave beyond this time, employees may use PTO or leave without pay with the approval of their immediate supervisor.

5.6 FAMLI Participation

The City has opted out of participating in Colorado's Family and Medical Leave Insurance (FAMLI) program. Employees who want to participate individually in FAMLI should contact the FAMLI program at the Colorado Department of Labor and Employment.

5.7 Family and Medical Leave

Public sector employers are subject to the provisions of the Family and Medical Leave Act (FMLA). However, to be eligible to take FMLA leave, employees must work at a worksite with at least 50 employees within 75 miles. Because the City of Idaho Springs does not have 50 employees within a 75-mile radius, employees are not eligible to take FMLA leave. However, the City does provide medical leave as outlined below.

5.8 Medical Leave

A medical leave of absence of not more than three months may be granted to full-time employees. This leave is for absences arising from illness, injury, or pregnancy.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed ninety (90) days of employment with the City.
- The employee notifies their immediate supervisor as soon as possible of the need for medical leave.
- The employee submits to their immediate supervisor a written statement from the attending physician outlining the reason for leave and the estimated time needed. (The City may require the employee to obtain an opinion from a medical provider selected by the City).
- Approvals are obtained from the employee's Department Head and the City Administrator prior to the leave.
- All available sick leave and earned PTO are used at the beginning of the leave of absence. Leave without pay may be used for the remainder of the leave of absence.
- When the estimated period of leave is less than three months, and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating ability to return to work. The City may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the City, it is practical to do so. The City does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The City continues insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.
PTO and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act (ADA) or other law, additional accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the City.

Part-time employees are not eligible for medical leave except as required for a disability.

5.9 Military Leave

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veterans' re-employment rights. The City pays for the first three weeks of regularly scheduled days of leave per year. After that time, leave is without pay.

5.10 Voting

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should make arrangements with their supervisor no later than the day prior to Election Day.

5.11 Administrative Leave

Employees may be placed on administrative leave with or without pay, at the discretion of the Department Head, when possible disciplinary action is under consideration, or under such other circumstances as may be deemed necessary by the Department Head.

The necessity of administrative leave for Department Heads shall be determined by the City Administrator. The necessity of administrative leave for the City Administrator shall be determined by the Mayor.

Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

Employees on administrative leave are expected to be readily available to investigation personnel, authorities or agencies.

Employees on administrative leave shall not accrue PTO while on leave.

6. PAY & WORK HOURS

6.1 Overtime

From time to time, supervisors may require employees to work overtime. In these instances, employees are given as much advance notice as practical.

For nonexempt employees, hours worked in excess of 40 hours per workweek are paid at one and one-half (1 1/2) times the employee's regular rate. The established workweek begins at 12:00 a.m. midnight on Saturday and ends at 11:59 p.m. on Friday.

Sworn police officers under the Fair Labor Standards Act (FLSA) shall be paid for regular overtime work at the rate of one and one-half times the employee's regular hourly rate of pay for each hour of work in excess of 86 hours in any work period per the FLSA 7(k) system.

For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., vacation, are not counted.

Nonexempt employees under the FLSA who are required to work on designated holidays shall be paid at the rate of one and one half times the employee's regular hourly rate of pay for each hour worked. Such overtime pay shall be known as "holiday time worked" and work qualifying for such pay shall be approved in advance of the work being performed. Employees who work on scheduled City holidays may be allowed to use the holiday leave on an alternate date in the same work week as the observed holiday with supervisor approval.

6.2 Emergency Call Out

Employees called out for emergency work outside of normally scheduled working hours will be paid for the time worked, subject to Fair Labor Standards Act rules, at the rate of one and one half times their normal pay, for a minimum of four (4) hours. This rule applies even if a 40-hour work week has not been met.

No emergency call out ("ECO") time shall be worked unless approved in advance by the employee's supervisor, whenever possible.

ECO time is any call out beyond normal working hours deemed necessary by the employee's supervisor to meet emergency operational requirements consistent with providing public service.

Employees who may be able to respond to an emergency situation from their home, such as by electronic means, outside of their normally scheduled working hours, shall be eligible to receive a minimum of two (2) hours ECO pay.

ECO is not paid if an employee is called in early or is required to work late.

6.3 Scheduled Extra Duty

Employees scheduled to work outside their normal work hours will be paid for the time worked, subject to Fair Labor Standards Act rules, at the rate of one-and- one half times their normal pay, for a minimum of four (4) hours. This rule applies even if a 40-hour work week has not been met.

No Scheduled Extra Duty time shall be worked unless approved in advance by the employee's supervisor.

Scheduled Extra Duty is any work performed beyond normal working hours deemed necessary by the employee's supervisor to meet the operational requirements consistent with providing public service seven days a week, such as performing essential tasks on weekends.

Under special circumstances, a Department Head may require employees to work a period of time over and above their regular schedule. Examples of such circumstances include a large scheduled public event for which extraordinary staffing is required to maintain public safety.

6.4 Flex Time for Exempt Employees

Flex time is the ability for an employee to temporarily adjust their work schedule within a pay period—by arriving early, leaving late, or taking time off—without reducing their overall effectiveness or availability.

Flex time is not an entitlement. Non-exempt employees must be approved in advance by the employee's Department Head or supervisor.

Guidelines

- Flex time must not interfere with the core operations of the department or the employee's essential job functions.
- Exempt employees must adjust their hours within the same pay period to accommodate personal needs or in recognition of extended hours worked.
- Non-exempt employees must adjust their hours within the same pay week for purposes of calculating overtime.
- Use of flex time should be reasonable and proportional to the additional time worked and must be used within the same pay period in which it was earned.
- Flex time is not tracked like vacation or PTO and does not accumulate or carry over.
- Flex time is not a substitute for regular leave, and excessive reliance on flex time may trigger a review of workload or performance or result in ineligibility for future use of flex time.
- Flex time does not alter the exempt status of the employee or result in additional compensation.

Approval Process

- Flex time requests should be made in advance, when possible, and must be communicated to and approved by the employee's supervisor.
- Department Heads are responsible for ensuring adequate staffing levels and public service coverage when flex time is used.

Limitations

- Flex time cannot be used in place of formal leave for illness, vacation, or other extended absences.
- Abuse of flex time privileges may result in disciplinary action or revocation of flex time approval.

6.5 Paydays

The work week is seven consecutive days beginning at 0001 hours Saturday and ending at 2400 hours Friday.

Employees are paid every other Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday.

On each payday, employees receive a statement showing gross pay, deductions, and net pay.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, and individual savings plans may be arranged with the Deputy Treasurer.

Paychecks are deposited directly into employees' bank accounts based on authorization from each employee.

6.6 Pay for Exempt Employees

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a bi-weekly basis. The City is committed to complying with salary basis requirements, which allow properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to the City Administrator. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

6.7 Time Reporting

Nonexempt employees are required to complete a timecard daily. At the conclusion of each pay period, employees must sign the timecard electronically and submit it to their immediate supervisor for signature and approval. It is necessary for employees to indicate whether the recorded hours are for time worked or time off.

Notify your supervisor immediately if your lunch is shorter than 30 minutes or if it is interrupted by work.

Exempt employees are required to report to their supervisor if they have taken time off from their regular work schedule.

These records are the only ones used by the City of Idaho Springs to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also choose to keep their own personal time records must provide them to the City if they find a discrepancy between the City's records and their records. Employees should contact their supervisor with any questions about how their pay is calculated. Employees must promptly notify their supervisors of any mistakes in their time records or pay.

6.8 Meal Periods/Breaks

Non-exempt employees who work five (5) or more consecutive hours in a workday will be provided at least one unpaid 30-minute meal break and two 15-minute breaks. Employees working a 4/10 schedule (four 10-hour days) are generally expected to take a 30-minute unpaid meal break each day, typically near the midpoint of their shift. Upon approval of the supervisor, an employee may substitute an hour lunch break in lieu of a 30-minute lunch and two 15-minute breaks.

During the break, employees will be relieved of all duties and permitted to pursue personal activities. If the nature of the business activity or other circumstances makes an uninterrupted meal break impracticable, the employee may be allowed to consume an on-duty meal without any loss of time or compensation, with supervisor approval.

Supervisors are responsible for ensuring that meal periods are taken in accordance with this policy and are scheduled in a manner that supports both operational needs and employee well-being.

7. TRAVEL AND MILEAGE REIMBURSEMENT POLICY

7.1 Authorized Travel

Travel must be:

- Directly related to City business
- Pre-approved by the employee's supervisor or Department Head
- Documented with supporting details (e.g., agenda, meeting notice, destination)

Examples include:

- Attendance at conferences, training, or certification programs
- Off-site meetings with vendors, partners, or other government agencies
- Site visits or inspections required by the employee's role

7.2 Mileage Reimbursement

Employees who use their personal vehicle for approved City business may be reimbursed for mileage under the following guidelines:

- **Start and End Point Rules:**
  - If the employee starts at work and returns to work, the entire trip is reimbursable.
  - If the employee departs from **home** and does **not return to the office**, the trip is reimbursable for mileage that exceeds the regular commuting mileage.
  - If the employee starts at **home and ends at the office or starts at the office and ends at home**, the trip is reimbursable for mileage that exceeds the regular commuting mileage.
  - Regular commuting mileage is never reimbursed.

- Reimbursement is based on the standard Internal Revenue Service (**IRS) mileage rate** in effect at the time of travel unless otherwise set by City Council.

7.3 Eligible Travel Expenses

The City may also reimburse employees for reasonable and necessary expenses incurred during approved overnight or out-of-area travel, including:

- Lodging
- Meals (subject to the General Services Administration (GSA) per diem limits for location)
- Parking and tolls
- Registration or conference fees
- Commercial transportation (airfare, train, rideshare, etc.)

All expenses must be itemized with per diems and original receipts and submitted to the employee's supervisor within 30 days of travel using the City's travel expense form. Receipts do not need to be provided for GSA per diems.

7.4 Non-Reimbursable Items

- Alcohol
- Entertainment, personal expenses, or souvenirs
- Additional charges for companions or family members
- Mileage or expenses for commuting or unapproved detours

7.5 Submission and Approval Process

- Employees must complete and sign a **Travel and Expense Reimbursement Form** with itemized details, dates, and purpose.
- Submit to the supervisor or Department Head for approval.
- Approved reimbursements will be processed through accounts payable per City timelines.

7.6 Exceptions

Any exceptions to this policy must be approved in writing by the City Administrator in advance of travel.

8. WORK ENVIRONMENT

8.1 SAFETY
The City Administrator shall be the Safety Officer and Risk Manager who coordinates safety issues with the applicable City insurer.

Department Heads shall be responsible for recommending safety rules for employees, reviewing and making recommendations with regard to safety issues, and reviewing and making recommendations concerning safety incidents and accidents.

Department Heads may establish safety rules, and employees must comply with these rules. It is the responsibility of each employee to read and understand all City safety rules. Disobeying a safety rule may result in disciplinary action up to and including discharge. As provided in C.R.S. 8-42-112 (1), disobeying a safety rule may also result in the reduction of any worker's compensation benefits that would otherwise be available to an employee who suffers a work-related injury as a result of the disobedience.

8.2 Accommodations for Nursing Employees
Private space will be provided, and reasonable time will be permitted for nursing employees to express milk during the workday for up to two years following the birth of a child. The time permitted typically will run concurrently with the time already provided for meal and rest breaks. If the breaks cannot run concurrently and/or additional time is needed, the employee and their supervisor will agree upon a schedule that might include the employee using unpaid leave (if non-exempt), annual leave/vacation time, arriving at work earlier, or leaving later. In the event unpaid leave is used, the employee will be relieved of all work-related duties during any unpaid break.

Employees will be provided with the use of a room, office, or other private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The City will make a reasonable effort to identify a location within proximity to the work area for the employee to express milk.

Nursing employees are responsible for using anti-microbial wipes to clean milk expression areas, and for keeping the general lactation space clean for the next user. This responsibility extends to other areas where expressing milk is permitted, equipment is cleaned, and milk is stored.

The City reserves the right to not provide additional break time or a private location for expressing breast milk if doing so would substantially disrupt the City's operations.

The City of Idaho Springs will not demote, terminate, or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

8.3 Drug and Alcohol-Free Workplace Policy

- The City of Idaho Springs is committed to providing a safe, healthy, and productive work environment. To protect the safety of our employees and the public, the City strictly prohibits the unlawful or unauthorized use, possession, sale, distribution, or being under the influence of drugs or alcohol while on duty or on City property. A separate, additional drug and alcohol policy and program covers employees operating a commercial motor vehicle which requires a commercial driver's license (CDL) under regulations issued by the Federal Motor Carrier Safety Administration (FMCSA) per 49 C.F.R. 382.

8.4 Prohibited Conduct
Employees may not, at any time:
- Use, possess, sell, distribute, or be under the influence of illegal drugs while at work or on City property.
- Use or be under the influence of alcohol while performing job duties, operating City vehicles or equipment, or while on-call.
- Abuse prescription or over-the-counter medications or other legal drugs in a way that impairs job performance or workplace safety.
- Report to work or stay at work while impaired by drugs, alcohol, or any substance that affects alertness or judgment.

8.5 Prescription Medications
Employees who are legally prescribed medications must use them responsibly. If a prescribed drug may impair an employee's ability to perform their duties safely, the employee shall notify their supervisor or Department Head. Confidential accommodations may be considered.

8.6 Testing and Investigations
Drug or alcohol testing may be required in the following situations:
- **Post-accident or injury on the job**
- **Reasonable suspicion** of impairment (e.g., slurred speech, odor of alcohol, erratic behavior)
- **As required by law**, including DOT-regulated positions or safety-sensitive roles
- During the screening and hiring process for all potential employees.

Refusal to comply with a test, attempting to tamper with a test, or failure to cooperate during an investigation may result in disciplinary action, up to and including termination.

8.7 Reasonable Suspicion Testing
Tests are conducted upon the existence of reasonable suspicion:

a. The decision to require a test shall be made by a supervisor or Department Head.
b. Prior to the testing, the grounds supporting the reasonable suspicion shall be fully disclosed to the employee, and the employee shall be given an opportunity to explain his/her conduct. The employee shall be questioned as to whether they are taking or have had recent exposure to any drugs or chemicals, whether prescribed for their use or not.
c. In all cases of an employee involved in an accident or injury.

8.8 Testing Procedures
Drug and alcohol testing is administered by an independent contractor through an agreement with the City in accordance with the procedures of the certified operator. Test results are reviewed by a medical review officer before being reported to the City.

8.9 Consequences of Violation
Any violation of this policy may result in:
- Disciplinary action up to and including termination

- Mandatory referral to a substance abuse program, if appropriate
- Referral to other investigatory agencies, if appropriate

8.10 Employee Assistance

While the City maintains a zero-tolerance policy concerning drugs and alcohol in the workplace, the City supports employees who voluntarily seek help for substance use issues **before** they affect performance or safety. The City's Employee Assistance Program (EAP) is available to employees, and supervisors and Department Head may require confidential referrals to EAP or other support resources.

8.11 Cannabis Use

While marijuana use may be legal in Colorado, **it is not permitted in the workplace or during working hours including breaks**, and employees may not report to work under the influence of marijuana.

8.12 Anti-Violence

Any action that in management's opinion is harassing, demeaning or violent and therefore inappropriate to the workplace will not be tolerated. Such behaviors may include, but are not limited to, physical and/or verbal intimidating, threatening, or violent conduct, vandalism, sabotage, arson, use of weapons, and bullying.

Also prohibited is the carrying of weapons onto City Council property, regardless of whether the employee possesses a concealed carry permit.

Employees should immediately report any conduct in violation of this prohibition to their supervisor or department head for appropriate investigation and potential discipline.
Employees should directly contact law enforcement, security, and/or emergency services if they believe there is an imminent threat to the safety and health of themselves or co-workers.

Workplace bullying is repeated mistreatment through verbal abuse, offensive conduct/behaviors, and work interference. If you feel you are subjected to workplace bullying, please contact your supervisor or department head.

9 WORKPLACE OPERATIONS & STANDARDS

9.1 Performance Appraisal

Evaluating employee performance and providing consistent feedback are essential to professional development and informed employment decisions. The City encourages open communication between supervisors and employees regarding job expectations, strengths, and areas for improvement.

Formal performance appraisals may be conducted annually, during probationary periods, or as needed. These evaluations help inform decisions regarding promotions, training opportunities, disciplinary action, or merit-based adjustments.

Employees are encouraged to actively participate in the review process, provide feedback, and collaborate with their supervisor to set performance goals. For details regarding the appraisal process, please contact your supervisor.

In consultation with the City Administrator, each Department Head shall determine the best method to perform employee evaluations. Completed evaluations shall be forwarded to the City Administrator for inclusion in the employee's personnel folder.

9.2 Appearance and Attire

The City's work environment encourages employees to dress comfortably for work. Good judgment is the main guideline to follow. This includes being clean and neat, with attire that meets reasonable grooming standards.

9.3 Clothing and Equipment Reimbursement Policy

- This policy applies to full-time and part-time employees of the Public Works Department.
- Temporary or seasonal employees may be eligible for limited reimbursement as approved by the Department Head.

Approved Items

Reimbursement may be requested for the following job-related items:

- Work boots or safety-toe footwear (e.g., steel/composite toe)
- Weather-appropriate outerwear (e.g., insulated jackets, rain gear)
- Work pants and shirts (high-durability or reflective as needed)
- Gloves (e.g., cut-resistant, insulated)
- High-visibility clothing or vests
- Safety glasses or goggles
- Hearing protection
- Other department-approved personal protective equipment (PPE)

Items must meet department safety standards and be suitable for the employee's job duties.

Reimbursement Limits

- Reimbursements are subject to an annual maximum, set by the Department Head and approved during the City's budget process.
- Reimbursement is for out-of-pocket costs.
- Employees may not exceed the annual limit unless authorized in writing for special circumstances (e.g., equipment damaged in the line of duty).

Procedures

- Employees must obtain pre-approval for reimbursement from their supervisor or Department Head.
- Submit a completed reimbursement form with original itemized receipts within 30 days of purchase.
- Purchases must be made from third-party retailers. Homemade and non-work-related clothing will not be reimbursed.
- Reimbursements will be processed through payroll or accounts payable, subject to standard processing timelines.

Ownership and Responsibility

- All reimbursed clothing and gear is the property of the employee.
- Employees are expected to maintain their gear in good condition.
- Damage due to negligence or misuse may disqualify future reimbursement.
- This policy is designed to promote employee safety, ensure appropriate workwear, and support the operational readiness of the Public Works Department. Questions about specific item eligibility or limits should be directed to the employee's supervisor or Department Head.

9.4 Attendance and Punctuality

All employees are expected to be on time and punctual for work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the business.

Employees who are going to be absent or late must contact their supervisor or department head as soon as possible prior to the start of their shift. Leaving messages with other employees is not acceptable. Leaving a phone message or texting a supervisor or department head is acceptable.

Employees who fail to contact their supervisor or department head as described above when absent for three consecutive workdays will result in termination.

9.5 Work Schedules and Shift Structure

- To promote operational efficiency and work-life balance, the City has adopted a flexible but structured approach to work scheduling, based on department-specific duties and public service needs.
- Approved work schedules may vary among departments and from time to time. Employees will receive detailed information concerning their respective schedules from their supervisor and department head.
- Holiday Pay and Scheduling
  When a recognized City holiday falls on a scheduled workday, the employee will receive 10 hours of holiday pay. If the employee works a shift of different length or is required to work on the holiday, standard holiday pay policies apply (e.g., time-and-a-half plus 10 hours of holiday pay for eligible employees). Supervisors are responsible for ensuring consistent application of holiday compensation across schedules.
- Emergency Flexibility
  In the event of emergencies, inclement weather, staffing shortages, or operational disruptions, department heads reserve the right to modify work schedules, temporarily suspend standard shift structures, or require alternative coverage arrangements. Employees are expected to remain flexible and responsive to such directives in the interest of maintaining public service continuity.
- All departments must ensure that their work schedules support operational needs, legal compliance, and budgetary limitations. Modifications to these schedules may be made at the discretion of the department heads based on organizational priorities, emergencies, or changing service demands.

9.6 Remote Work and Telecommuting

Eligibility and Approval

- Remote work from time to time may be possible for certain positions. Eligibility is based on the nature of the position, the operational needs of the department, and the employee's performance record.
- Only positions with job duties that can be effectively performed off-site, without compromising service delivery, may be considered for remote work arrangements.
- All remote work arrangements must be approved by the employee's department head and/or the City Administrator. Approval may be granted for recurring or occasional telework.
- Requests for remote work as accommodation for a disability will be reviewed in accordance with applicable law and ADA guidelines.

Standards and Expectations

- Employees must remain accessible during their scheduled working hours and must be available by phone, email, or other designated communication platforms.
- All work performed remotely is subject to the same performance expectations, confidentiality standards, and timekeeping requirements as work performed on-site.
- Remote workers may be required to report to the worksite at any time, including for meetings, operational needs, or emergencies.
- Employees may not use remote work time for caregiving, attending to personal tasks, or conducting secondary employment.

Technology and Security

- Employees must have a suitable remote work environment that allows for secure, uninterrupted work. The City may, at its discretion, provide or approve required equipment.
- City data must be accessed and stored only through secure, City-approved systems. All use of City devices or systems while working remotely is subject to the same use. monitoring, confidentiality, and cybersecurity policies that apply on-site.

Duration and Review

- All remote work arrangements are subject to regular review and may be modified or revoked at any time based on operational needs, performance concerns, or changes in policy.
- Remote work is not intended to replace sick leave, PTO, or other forms of approved time off.
- This policy aims to balance employee flexibility with the City's obligation to maintain high-quality public service and operational accountability.

10. COMMUNICATION

The City's computer network, access to internet, email and voicemail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the City. All information regarding access to the City's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential City information and may not be disclosed to non-City personnel.

All computer files, documents, and software created or stored on the City's computer systems are subject to review and inspection at any time. This includes web-based email employees may access through City systems, whether password protected or not. Employees should not assume that any such information is confidential, including email either sent or received.

Computer equipment shall not be removed from the City premises without approval from the employee's supervisor or department head. Upon separation of employment, all communication tools must be returned to the City.

10.1 Use of Artificial Intelligence (AI)

Currently acceptable tools include, but are not limited to, Smartsheet, ChatGPT, Grammarly, Zoom, Google, Zapier, Jasper AI, Copy AI, DALL·E, Adobe Creative products, and Otter.ai. These tools may be used to automate tasks, generate content, transcribe meetings, assist with writing, or enhance productivity. Access to permitted tools may change over time, and employees will be notified of such changes by their supervisor or department head.

Unacceptable Uses
The following restrictions apply to all employees:

- Do not use AI tools to make or assist with employment decisions, including hiring, promotion, demotion, performance evaluation, discipline, or termination.
- Do not upload or input confidential, proprietary, or sensitive City information into any AI tool. This includes—but is not limited to—login credentials, protected health information, personnel files, legal documents, or sensitive planning or development information. If in doubt, consult with your supervisor.
- Do not upload personal information that could be used to mimic your identity or the identity of coworkers.
- Do not integrate AI tools with internal City systems or software without prior written approval from a supervisor or department head.
- If you are using AI, you must inform your supervisor.

Cautions and Procedures
AI tools may support work output, but they do not replace human judgment and creativity. All AI-generated content must be carefully reviewed and edited for appropriateness, accuracy, tone, and compliance with City policies.

- Never copy and paste AI-generated content directly into work documents without first reviewing and confirming the accuracy and relevance of the content.
- AI-generated responses may contain outdated or incorrect information. When uncertain, verify the information or consult with your supervisor.
- Treat all information shared with AI tools as if it could become public. Assume anything entered into an AI system could be accessed or misused by others, regardless of the tool's stated privacy settings.
- AI output must be non-discriminatory, respect intellectual property rights, protect individual privacy, and comply with all applicable City policies and laws. When in doubt, consult your supervisor or department head.

This policy is intended to promote safe, ethical, and effective use of emerging technologies while safeguarding the integrity and confidentiality of City operations.

10.2 Personal Use of the Internet

Some employees need to access information through the internet to do their jobs. The use of the internet is for business purposes during the time employees are working. Personal use of the internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the City prohibits the display, transmittal, or downloading of material that is in violation of the City's guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or unlawful at any time.

10.3 Personal Use of Social Media

Personal use of social media is never permitted on working time by means of the City's computers, mobile devices, networks, and other information technology resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum. Postings by an employee on a blog, wiki, chat room, or social networking site are considered personal communications and are not City communications unless such posting activity is a part of and in compliance with the employee's job duties. All social media postings on behalf of the City must be preapproved and sent by authorized employees. While the City does not generally regulate employee off-duty and personal speech, there are types of speech on social media and other platforms that may result in employee discipline, including but not limited to speech that purports to be on behalf of the City but is not authorized as such, unlawful speech, and disclosure of confidential information obtained from or related to the City.

10.4 Software and Copyright

The City fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in the City facilities.

10.5 Unauthorized Use

Employees may not attempt to gain access to another employee's personal file or email messages or send a message under someone else's name without the latter's express permission. Employees are strictly prohibited from using the City communication systems in unauthorized ways. If you have any question whether your behavior would constitute unauthorized use, contact your supervisor before engaging in such conduct.

10.6 Email

Email is to be used for business purposes. While personal email is permitted, it is to be kept to a minimum. Personal email should be brief and sent or received as seldom as possible. The City prohibits the display, transmittal, or downloading of material in the workplace that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. Management may monitor email from time to time. Employees should be aware that emails sent and received to or from City devices or the City network or system are subject to monitoring and review by the City and are subject to the Colorado Open Records Act (CORA) and potentially subject to public review.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's email messages.

10.7 Voicemail
The City's voicemail system is intended for transmitting business-related information. Although the City does not monitor voice messages as a routine matter, the City reserves the right to access and disclose all messages sent over the voicemail system for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

10.8 Telephones/Cell Phones/Mobile Devices
Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Phones and mobile devices with cameras should not be used in a way that violates other provisions of this Handbook such as, but not limited to EEO, sexual harassment and confidential information. Employees' use of a personal cell phone or mobile device to access City systems is prohibited without prior authorization. Such access subjects the employee's personal device to public records requests, discovery and litigation-related production requirements and other monitoring and access processes otherwise reserved for City devices and systems. Employees authorized to access City systems and information using a personal device must immediately inform the City if the personal device is lost or stolen.

For safety reasons, employees should avoid the use of cell phones and mobile devices to make calls while driving except in hands-free mode. Employees must park whenever they need to use a cell phone not in hands-free mode. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting is permitted only where the vehicle is at rest and lawfully parked.

11 POLITICAL PARTICIPATION

The City encourages employees to participate in matters of responsible citizenship. Employees may engage in political activities outside of working hours.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the City can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate.

City employees may be a candidate for political office provided that the involvement does not interfere or present a conflict of interest with their job. If involvement is necessary during normal working hours, the individual must use PTO or leave without pay.

City employees may be eligible to serve on City boards, commissions, or committees, provided they meet the relevant qualifications, there is no actual or perceived conflict of interest, and the service does not interfere with the employee's assigned duties.

12 CITY PROPERTY

12.1 Use of City Property

City property is to be used only for official city business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, and directives. No employee shall remove City property or the property of any other employee from City premises or City work sites without proper authorization. Any employee who steals City property or the property of any other employee, or who abuses, misuses, damages or destroys City property, shall be subject to discipline, up to and including discharge.

Employees have no expectation of privacy with City property unless otherwise provided by law. Such property includes, but is not limited to, the contents of City offices, desks, furniture, lockers, vehicles and data recorded on the City computers, telephones, cell phones, and other electronic equipment.

Smoking is prohibited in all City buildings and vehicles.
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12.2 Use of City Vehicles.

City vehicles may be used only for purposes and in the manner authorized by the City. Only authorized, qualified and licensed City employees may operate City vehicles. All vehicles shall be operated in accordance with all applicable traffic laws, and vehicle operators shall be responsible for the condition and proper use of their vehicles. Unauthorized or improper use of City vehicles may result in discipline, up to and including discharge. The City reserves the right to review an employee's driving record at any time.

13 TRAINING

It is the policy of the City to provide opportunities for and encourage participation in job-related training or certification programs. Employees are required to obtain approval from their supervisor or department head to attend training and Certification programs.

13.1 Training and Tuition Reimbursement

The City strongly encourages professional development and ongoing job training for all employees. Continued learning improves service quality, innovation, and staff retention. Department heads and supervisors are encouraged to support employees in identifying appropriate courses, certifications, seminars, and other professional development opportunities.

13.2 On-the-Job Training

Employees are encouraged to participate in internal cross-training, mentorship programs, and skills development workshops. Supervisors and department heads will strive to allocate work time and resources to promote growth within job classifications.

13.3 Approved External Training

The City may cover fees, travel, materials, and time for training events aligned with an employee's current duties or advancement within the department. Training expenses require advance approval by the employee's supervisor or department head.

13.4 Covered Expenses

Covered expenses are subject to the following limitations:

- The daily allowance for meals shall not exceed the Government Services Administration's (GSA) reimbursement schedule.
- Alcohol is not a permitted or reimbursable expense.
- Tipping is not to exceed 20%, rounded to the nearest dollar.
- Overnight stays will not be allowed within 100 miles of the City unless approved by the Department Head or City Administrator.
- Mileage in excess of the employee's daily commuting mileage may be reimbursed at the current Internal Revenue Service mileage reimbursement rate.

13.5 Completion

Upon completion of the training, the employee shall complete a signed expense report and provide receipts for all covered expenses. Receipts are not needed if the employee is claiming the GSA reimbursement schedule for meals. If City funds were advanced for such expenses, any unused funds shall be remitted within twenty-four (24) hours. Every effort will be made to reimburse the employee for covered expenses as quickly as possible.

An employee must provide proof of a passing score on any test related to the training within fifteen (15) days of receiving test results. If a passing score is not achieved, the employee may retake the training at their own expense but will not be eligible for further City financial assistance until a passing grade is achieved.

13.6 Tuition Reimbursement Policy

Employees may apply for tuition reimbursement for courses taken at accredited institutions that directly relate to the employee's current position or career progression within the City. The following guidelines apply:

- Courses and costs must be pre-approved by the department head and City Administrator.
- Reimbursement covers up to 100% of tuition, required textbooks, and fees, subject to available department budget and successful course completion.
- Employees must achieve a minimum grade of "B" (or pass if Pass/Fail grading) to receive reimbursement.
- Tuition reimbursement will be reported as taxable income as provided by law.
- Full-time employees are eligible if they have been employed for 12 consecutive months and are currently in good standing.
- Employees must remain employed by the City for at least 24 months after reimbursement or repay a prorated amount, which the City may deduct from the employee's final employment pay-out subject to applicable minimum wage requirements.
- The annual tuition reimbursement limit shall be $3,000 per employee unless otherwise adjusted by City Council in the adopted budget.
- Employees are encouraged to work with their supervisors to create an approved education plan.

14 CONFIDENTIALITY AND ETHICS

14.1 Confidential Information

Employees may have access to confidential information about the City and the public we serve. Confidential information includes, but is not limited to, personnel matters, proprietary information, privileged communication with or from the City Attorney, executive session matters, and similar subjects. Nothing in this policy precludes or discourages an employee from reporting concerns or perceived illegal behavior or activity in the workplace to others outside of the City. If you are uncertain if information is confidential, contact your supervisor.

Any copying, reproducing, or distributing of confidential information in any manner must be authorized by the City Administrator. Confidential information remains the property of the City and must be returned to the City Administrator or City Attorney upon separation or at any time upon demand.

In addition, employees are prohibited from purchasing or selling securities based on information not generally available to the public.

14.2 Conflicts of Interest

Employees are required to protect City information and avoid outside activities or relationships that do or could improperly influence their decisions or actions on the job.

Examples of potential conflicts of interest include:

- Serving as a board member or director of a for-profit entity that provides goods or services to the City .
- Holding a financial interest in a business, or being self-employed in an enterprise that provides goods or services to the City.
- Ownership, partnership, or personal involvement in supplier companies or distribution outlets related to City business.

If employees have any question whether a situation is a conflict of interest, they should discuss the matter with their supervisor. If the situation remains unresolved, refer the matter to the City Administrator for final determination.

14.3 Accuracy in Communications

Employees are prohibited from knowingly disseminating false, misleading, or inaccurate information about the City, its officials, operations, services, or employees. This includes communication through verbal statements, written correspondence, email, websites, social media platforms, text messages, and any other form of communication made while acting in an official capacity or as a representative of the City.

Prohibited conduct includes but is not limited to:

- Knowingly sharing or amplifying false statements or rumors related to City business.
- Misrepresenting facts, policies, decisions, or events related to City operations.
- Posting or sharing misleading information about the City on social media in a way that undermines trust, transparency, or public confidence.

- Representing City positions publicly without proper authorization.

14.4 Whistleblower Safeguard

Nothing in this policy prohibits or discourages employees from reporting concerns, violations of law, unethical behavior, or unsafe conditions through appropriate channels. Employees who, in good faith, raise concerns or disclose information under whistleblower protections (whether internally or to external authorities) are protected from retaliation under state and federal law, as well as City policy.
Reports of misconduct made in good faith—even if ultimately unfounded—are not considered a violation of this policy.

14.5 Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment. If the dissemination of false or misleading information causes reputational, legal, or operational harm to the City, further action may be taken as allowed by law.

14.6 Outside Employment

Employees may hold a job with another person or entity beyond regular work hours if the employee satisfactorily performs their City job duties and the outside job does not create any actual or perceived conflict of interest.

14.7 Data Disposal Policy

During your employment, the City will collect certain information that is classified as "personal identifying information" (PII) under applicable laws. Such information may include, but is not limited to:

- Your first and last name or initials
- Username(s) and password(s)
- Social Security number
- Driver license or other identification card number
- Medical documentation
- Biometric data

The City may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the City will either (a) destroy the records or (b) arrange for their destruction, e.g., by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

15 DISCIPLINE, PROBLEM RESOLUTION & SEPARATION

Occasionally, performance or other behavior falls short of the standards and/or requirements of this Handbook. When this occurs, the City will take action that is appropriate. Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by the City in an individual case does not establish a precedent in other circumstances.

15.1 Inspections and Searches

Employees have no reasonable expectation of privacy in the City workplace, including but not limited to their work stations; when riding, occupying or operating City vehicles, equipment or machinery; or when elsewhere upon City property during work, *excluding* restrooms, dedicated lactation rooms and similar areas.

Employees have no reasonable expectation of privacy in City-provided storage areas in the workplace, such as lockers, desks, cabinets, and file drawers, including all enclosed containers, all of which may be accessed and searched by the City at any time, with or without notice.

An employee's personal effects may also be subject to City access and inspection when brought to the workplace by the employee. Such searches may be conducted for a work-related, non-investigatory purpose, such as retrieving a needed file; or as part of an investigation into alleged or potential work-related misconduct. In either case, prior to such search, the reason(s) for believing that evidence of work-related misconduct or work-related materials are located in the place to be searched must be articulated and documented.

Nothing in this policy lessens or eliminates the need for the City to comply with applicable Fourth Amendment requirements related to criminal investigations.

15.2 Safety/Reporting of Injury

The City is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor.

Employees are covered by workers' compensation for on-the-job injuries or illnesses. Employees injured on the job, no matter how minor, must notify their supervisor immediately and submit to their supervisor a completed and signed Employee First Report of Injury. The supervisor shall review this Report and submit it to the department head and City Administrator. The supervisor is also responsible for completing and submitting to the City Administrator a Supervisor's First Report of Injury.

If medical treatment for an on-the-job injury is needed, treatment must be obtained from one of the City's designated providers. If not, the employee may be responsible for the cost of medical treatment. The supervisor will provide the employee with a Designated Providers form that the employee and supervisor will sign and provide to the City Administrator. In an emergency or after business hours for the designated providers, employees may use the closest appropriate medical facility.

15.3 Supplemental Rules

Each department may have unique circumstances that may require supplemental rules of conduct. Such rules may be adopted by the department head. In the event of a conflict between this Handbook and department-specific supplemental rules or policies, the terms of this Handbook shall apply.

15.4 Smoking

It is our objective to provide a smoke-free and tobacco-free environment within our organization. Smoking and tobacco use is prohibited in City vehicles, in City buildings, and within 25 feet of main entrances to City buildings. Employees may smoke in designated outdoor areas. This restriction applies to all employees and visitors, at all times, including non-business hours. For purposes of this policy, smoking includes vaping, e-cigarettes and any other device that results in the emission of smoke, vapor or other airborne matter.

15.5 Problem Resolution

The City encourages employees to resolve disputes in the most amicable manner practical. While employees may use the following problem resolution methods, they are not required. This elective problem resolution process is **not** applicable to supervisory decisions nor to disciplinary matters.

When the dispute is with another employee, the employee should first attempt to resolve differences or complaints through discussion with the other employee. If such informal means fail to resolve the problem(s), the employee may use the following problem resolution procedure:

1. The employee must first state the problem and the recommended solution in writing and present it to their supervisor within five (5) working days of the failed attempt to resolve the problem informally. The supervisor will investigate the stated problem, to the extent deemed reasonable, and issue a written decision within five (5) working days of receiving the submittal unless there are circumstances that prevent such a timely response.
2. If the employee is not satisfied with the supervisor's decision, the employee may forward all written materials to the department head within five (5) working days of the supervisor's decision. The department head will review the matter and may meet with the employee, if the department head determines that information or input beyond the written materials from the employee would be beneficial. A final decision will be made within five (5) working days after the department head completes their evaluation.
3. The decision of the department head shall be final.

The employee may use a reasonable amount of work time to prepare the problem statement and to confer with their supervisor or department head about the problem.

When the dispute is with the employee’s supervisor:

1. The employee should follow the same process as above except that the employee may file their initial written statement and proposed solution to their department head.
2. If the employee is not satisfied with the department head’s decision or if the dispute is with the employee’s department head, they may forward all written materials to the City Administrator within five (5) working days after the decision.
3. The decision of the City Administrator shall be final.

When the dispute is with the City Administrator, an employee shall file their written statement of problem and recommended solution with the Mayor who shall meet with the employee, investigate and use their best efforts to issue the final decision on the matter within five (5) working days.

16 SEPARATION FROM EMPLOYMENT

16.1 Voluntary Separation

Employees who choose to resign from their position are asked to provide a minimum of two (2) weeks’ written notice to their supervisor. Notice periods may be longer for supervisory, executive, or specialized positions, depending on departmental needs. Employees who do not provide adequate notice may forfeit eligibility for rehire, at the discretion of the City Administrator.

16.2 Involuntary Separation

Involuntary separation may occur for various reasons including, but not limited to:

- Position elimination, consolidation or layoff due to budgetary or operational changes
- Performance deficiencies
- Misconduct or violation of City policy
- Failure to return from an approved leave

Employees subject to involuntary separation will be notified in writing and may be offered an opportunity to meet with the department head or City Administrator to discuss the separation.

16.3 Return of City Property

All City-issued property, including but not limited to keys, identification badges, uniforms, tools, equipment, vehicles, technology devices, credit cards, and documents must be returned no later than the employee's final working day. Failure to return equipment may result in deductions from final pay as permitted by law or may be subject to collection efforts.

16.4 Final Pay and Accrued Leave

- Final pay will be issued on the next regularly scheduled payday following separation, in accordance with Colorado law.
- Accrued but unused PTO will be paid out at separation.
- Any outstanding balances owed to the City (e.g., advances, benefit overpayments, reimbursement agreements) may be deducted from the final paycheck to the extent legally permissible.

16.5 Benefits Continuation and COBRA

- Health insurance coverage ends on the last day of the month in which separation occurs, unless otherwise stated.
- Employees will be offered information about continuing group medical, dental, and vision benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), if eligible.
- Retirement contributions will remain in the employee's account per the plan rules; employees may contact the plan administrator for options.

16.6 Exit Interview

The City may request that separating employees participate in an exit interview to provide feedback on their employment experience. Participation is voluntary but encouraged, as it helps the City improve its operations, culture, and retention efforts.

16.7 Rehire Eligibility
Former employees who left in good standing and provided proper notice may be considered for reemployment. Eligibility for rehire is determined by the department head and City Administrator based on prior performance and separation circumstances.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED_______________. I UNDERSTAND THAT I SHOULD READ AND BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

EMPLOYMENT WITH THE CITY OF IDAHO SPRINGS IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR SPECIFIC DURATION.

THE HANDBOOK IS NOT ALL INCLUSIVE AND IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES AND EXPECTATIONS.

THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE PORTIONS OF THIS HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE CITY THEREFORE RESERVES THE RIGHT TO INTERPRET OR CHANGE THIS HANDBOOK AT ANY TIME.

NO REPRESENTATIVE OF THE CITY OF IDAHO SPRINGS, OTHER THAN THE CITY COUNCIL, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT BINDING THE CITY. I RECOGNIZE THAT I HAVE NO SUCH AGREEMENT.

____

Signature

______________________________ _________________

Employee Printed Name Date

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: July 13, 2026
Subject: Compensation Plan Update

Attached is a proposed, updated Compensation Plan for 2027 based on data submitted earlier this year by participating, comparable municipalities to the Colorado Municipal League. The last survey was conducted in 2023, and the current Compensation Plan was effective January 1, 2024. The municipalities surveyed were:

- Town of Bennett
- Town of Breckenridge
- Town of Buena Vista
- City of Central City
- Town of Mead

A list of the comparable municipalities indicating their population, number of employees, and budget is attached.

In addition, recent job postings from other comparable municipalities were used for the following positions:

- Water Facilities Supervisor/Lead Operator – City of Cripple Creek
- Community Development Planner – City of Woodland Park
- Public Works Director – Town of Elizabeth
- Chief of Police – Town of Granby
- City Administrator – Town of Fraser and Town of Elizabeth

For reference, included in this version of the Compensation Plan for 2027 is where the incumbent employee's current salary is as a percentage of the salary range for the position and the incumbent employee's number of years in the position. The midpoint of the salary range would be indicated as 50 percent. A negative percentage indicates that the incumbent's salary is below the base of the range. If there is more than one incumbent employee in the position (Police Sergeant, Police Officer, Maintenance Worker I, and Water Resources Operator I), the percentage of the salary range and number of years in the position are averaged.

Administration Department - Except for one employee who is near the midpoint of the salary range, the compensation of all employees is below the base of the salary range. While two of these employees have less than two years in their positions, two others have over eight years of service and should be at or above the midpoint.

Police Department - Except for Police Sergeant, all the positions are within the salary range. The positions of Police Officer and Police Chief are near the midpoint, and the positions of Code Compliance Officer and Administrative Assistant are close to 25 percent.

Public Works Department - All the positions are within the salary range, except for Public Works Director and Maintenance Worker I, which are both slightly below the base.

Recommendation

It is recommended that City Council adopt the Compensation Plan for 2027 to be effective January 1, 2027. In addition to whatever cost of living adjustment Council may approve for 2027 and as much as the adopted budget for 2027 can accommodate, it is recommended that the employees who are below the base of the salary range also receive market adjustments to achieve at least the base of the range for their position. The goal is for employees with multiple years in a position to be at least near the midpoint of the salary range. Employees with less tenures are typically closer to the minimum of the range, and employees with more tenures are often closer to the maximum.

Comparable Municipalities for 2026 Compensation Survey

Municipality	Population	Employees	Budget
Bennett	3,300	18	$7,680,085
Breckenridge	5,500	185	$58,017,761
Buena Vista	3,000	55	$18,362,136
Central City	779	18	$7,622,735
Mead	6,622	93	$34,185,761
Idaho Springs	2,000	30	$18,376,518

CITY OF IDAHO SPRINGS COMPENSATION PLAN

SALARY SCHEDULE
January 1, 2027 – December 31, 2027

Position	Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual	Incumbent Range	Years in position
City Administrator (exempt)	$88.72	$184,534	$115.34	$239,894	-27%	10.5

Administration Department

Position	Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual	Incumbent Range	Years in position
Assistant City Administrator (exempt)	$80.51	$167,450	$104.66	$217,685	-25%	1.5
Community Development Planner (exempt)	$42.31	$87,994	$55.00	$114,392	41%	2.5
Deputy City Clerk	$36.01	$74,901	$46.81	$97,371	-12%	8
Deputy Treasurer/Court Clerk	$32.13	$66,835	$41.77	$86,886	-9%	8.5
Administrative/Utility Billing Clerk	$23.58	$49,046	$30.65	$63,760	-22%	1.5

Police Department

Position	Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual	Incumbent Range	Years in position
Police Chief (exempt)	$64.93	$135,054	$84.41	$175,570	59%	5
Police Sergeant	$52.94	$110,115	$68.82	$143,150	-6%	10
Police Officer	$37.03	$77,022	$48.14	$100,129	49%	3
Code Compliance Officer	$26.96	$56,084	$35.05	$72,909	23%	11
Records Coordinator	$27.00	$56,160	$35.10	$73,008	10%	2.5
Administrative Assistant/Court Liaison	$28.53	$59,339	$37.09	$77,141	25%	8

Public Works Department

Position	Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual	Incumbent Range	Years in position
Public Works Director (exempt)	$64.93	$135,054	$84.41	$175,570	-3%	1
Public Works Supervisor	$33.68	$70,046	$46.31	$96,316	7%	0.5
Maintenance Worker III	$27.84	$57,897	$39.03	$81,182	n/a	n/a
Maintenance Worker II	$25.38	$52,219	$32.99	$67,885	37%	12
Maintenance Worker I	$23.81	$49,525	$30.95	$64,383	-1%	2
Seasonal Laborer	$22.00	n/a	$22.00	n/a	n/a	n/a

Water Resources Supervisor	$39.35	$81,841	$54.26	$112,857	n/a	n/a
Water Resources Operator III	$30.50	$63,440	$39.65	$82,472	n/a	n/a
Water Resources Operator II	$28.20	$58,656	$36.66	$76,253	n/a	n/a
Water Resources Operator I	$26.24	$54,579	$34.11	$70,953	21%	3.5

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
June 22, 2026

The City Council of the City of Idaho Springs held a regular meeting and executive session on June 22nd, 2026, in the city council chambers. Mayor Chuck Harmon called the regular meeting to order at 7:00 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, Public Works Director Edward Sigward and Chief of Police Nathan Buseck. City Attorney Carmen Beery was in attendance via ZOOM.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL
Mayor Harmon advised council that this agenda needed to be amended to add another Ward 1 City Council letter of interest from Arthur Caccavale that did not make the packet deadline for submission. Mayor Harmon moved to approve the agenda of June 22nd, 2026 as amended, Councilmember Bassist seconded. Second followed by an all in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES
Councilmember Mariani moved to approve the minutes of June 8th, 2026, Mayor Pro Tem Jeremy Jones seconded. Second followed an all in favor voice vote.

APPROVAL OF BILLS
Mayor Pro Tem Jermey Jones moved to approve the bills to June 22nd, 2026. Councilmember Collier seconded, second followed by an all in favor roll call vote.

PUBLIC COMMENT – SCHEDULED

UNSCHEDULED PUBLIC COMMENT
Heather Campbell 1521 Colorado Blvd – Ms. Campbell handed out some additional documentation consisting of emails and pictures she has taken and asked that this handout be added to the official record on the topic of the illegal parking lot operating at 1501-1503 Colorado Blvd. Ms. Campbell also mentioned that she has emailed this to everyone and the email had a really fun video in it. Ms. Campbell stated the reason she is making comment tonight is that there are 2 CUP ordinances on the agenda tonight to grant private paid parking lot use and she wants to know why those applicants are required to obtain a CUP (Conditional use permit) when the operators at 1501-1503 were not. Ms. Campbell stated that the illegal paid parking lot at 1501-1503 Colorado Blvd was approved administratively and she is here to get the answer on why they were not required to obtain a conditional use permit. Ms. Campbell stated she wants an answer on this. She advised council to just email it to her. Ms. Campbell stated she had sent pictures to Chief Buseck about the weeds and now they are somehow taken care of. She will send the video of all of the water damage, pictures of giant puddles of water. The drainage has never been enforced, there has also been a noise complaint filed and there are multiple

traffic issues, including multiple vehicles driving the wrong way on the one-way street. This supposed gift shop has not been operating. Ms. Campbell asked the code enforcement officer to look into the windows of the supposed gift shop to confirm that it is empty, there is no basis for this paid parking lot, this illegal parking lot. Ms. Campbell invited council to come stop by and look into the windows of the illegal parking lot. The Code Enforcement officer advised Ms. Campbell that he did not have the authority to look into windows. Ms. Campbell also mentioned that there is a paid parking sign that has been attached to a utility pole and that is illegal, she would like an answer on who at the city has the authority to confirm that the gift shop business is operating.

Mayor Harmon re-opened public comment to allow Margaret Smith to make comment as she had technical difficulties when she tried to comment via zoom, so she came in person at 7:40 pm.
Margaret Smith 1430 Miner Street - Ms. Smith would like to propose that the electric bikes going down Miner Street should be limited, they go way too fast and are dangerous, this safety issue should be investigated.
Ms. Smith also wanted to mention that on each block of Miner Street there is at least one light out.
Ms. Smiths last topic is the dog pool that Tommyknocker Brewery has set out in front of the Senior Center. On Saturday night she had a nice couple sitting out in her encroachment area enjoying a wonderful evening, when all of a sudden, their feet got soaked from the dog pool water coming down Miner Street. This could be a department of health issue as it's not just water but water that the dogs are playing in and drinking from. This needs to be addressed and at least have this dog pool moved to the other side of Miner Street (South Side) and away from Bee's Knee's customers. Ms. Smith would like feedback on how to address this.

LIQUOR LICENSING AUTHORITY

APPOINTMENT TO WARD 1 COUNCIL VACANCY
There were 2 letters of interest in the city council packet, and an additional one that was late making the packet deadline. The letters of interest included in the packet were from Scott Lubinski and Briana Reagon. The late addition letter came from Arthur Caccavale.
Mr. Lubinski and Ms. Reagon had short interviews with city council letting them know what they were passionate about and what their #1 item would be if they were appointed to council. Mr. Caccavale was not in attendance for the interviews.

Mayor Harmon moved to appoint Scott Lubminski to the Vacant Ward 1 Council seat. Mayor Pro Tem Jeremy Jones seconded. Second followed by a roll call vote. Councilmembers Mariani, Bassist, Collier and Manifold voted no. Motion fails.

Councilmember Collier moved to appoint Briana Reagon to the Vacant Ward 1 Council seat, Councilmember Bassist seconded, second followed by a roll call vote. Motion carries 5-1 with Mayor Pro Tem Jeremy Jones voting no.

SWEARING IN OF APPOINTED WARD 1 COUNCILMEMBER
Deputy City Clerk Wonder Martell swore in newly appointed Briana Reagon as a Ward 1 Councilmember.

FINANCE OFFICER
May Financials were in the packet for review, but the Finance Director Lorraine Trotter will not be in attendance until next month (July).

RESOLUTIONS

ORDINANCE FIRST READING

City Attorney Carmen Beery (ZOOM) wanted to address council before the first reading of these ordinances. Ms. Berry wanted to remind council that the CUP permit Ordinances are up for first read only, they are not set for hearings tonight as that will occur during the next meeting through second read. This First read is a procedural step to allow for this to go to hearing at the second read.

1. Councilmember Mariani moved to approve Ordinance #10, Series 2026 An Ordinance granting a Conditional Use to permit a private parking facility at property known as 2833 and 2821 Colorado Blvd with conditions. Mayor Pro Tem Jeremy Jonnes seconded, second followed by a roll call vote. Motion passes 6-1 with Councilmember Collier voting no.

2. Mayor Pro Tem Jeremy Jones moved to approve Ordinance #11, Series 2026 An Ordinance granting a Conditional Use to permit a private parking facility at property known as 2815 Miner Street with conditions. Councilmember Mariani seconded, second followed by a roll call vote. Motion carries 5-2 with councilmembers Collier and Manifold voting no.
3. Councilmember Collier moved to approve Ordinance #12, Series 2026 An Ordinance amending the base rate for Water and Sewer service to Out-Of-City Commercial customers to correct an error in those 2026 rates and making conforming amendments to the Idaho Springs Municipal Code. Councilmember Manifold seconded. Second followed by an all in favor roll call vote. Motion carries.
4. Councilmember Bassist moved to approve Ordinance #13, Series 2026, an Ordinance amending section 17-54© to remove charcoal grill fires from the list of fire ban exemptions. Councilmember Mariani seconded. Second followed by discussion: Councilmember Manifold asked what brought this up. Mayor Pro Tem Jermy Jones (who is also Fire Chief for Clear Creek County) stated that currently no charcoal fires are allowed as they do not have on-off switches, but in the Idaho Springs Municipal Code you can use charcoal grills at home during a fire ban but cannot use the ones permanently placed inn the City Parks. This puts officers in a bad position and this ordinance will allow for better enforcement. After discussion, there was an all in favor roll call vote. Motion carries.
5. Mayor Por Tem Jeremy Jones moved to approve Ordinance #14, Series 2026 an Ordinance of the City Council of the City of Idaho Springs granting renewal of a Non-Exclusive Franchise Agreement for the use of city Rights-Of-Ways with Comcast of California/Colorado/Florida/Oregon, Inc. Councilmember Mariani seconded, second followed by an all in favor roll call vote. Motion carries.

ORDINANCNE SECOND READING

CITY ATTORNEY

City Attorney Carmen Beery welcomed newly appointed Ward 1 councilmember Briana Reagon, she also advised council that she will be at the CML conference all week.

CITY ADMINISTRATOR

Staff report submitted with no requests for action.

ADMINISTRATIVE DEPARTMENT

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

Community Development Planner- Staff report submitted with no requests for action. Mr. Patterson wanted to give thanks to Edward Sigward and his team for participating in the CPR training.

Deputy City Clerk – Staff report submitted with no requests for action. Councilmember Manifold wanted to let the room know that someone out in the wild really liked how Ms. Martell's reports are created.

POLICE DEPARTMENT
Staff report submitted with no requests for action.

PUBLIC WORKS DEPARTMENT
Staff report submitted with no requests for action. Councilmember Bassist mentioned that the dismount signs that have been placed at the pedestrian bridge at CRC park to go to the ARGO property are not working as intended. Councilmember Bassist mentioned that she walked that pedestrian bridge this weekend and there were no less than 6 bikes flying across that bridge and not dismounting as the signs posted requests them to do. Councilmember Bassist is not sure what else we can do but it's still a safety issue. Public Works Director Edward Sigward mentioned that they hung those signs at eye level, so the bikers are not missing them. Councilmember Collier advised staff to bring this up to COMBA again.

CITY CLERK/TREASURER
COMMITTEE REPORTS

MAYOR/COUNCIL
Mayor Harmon stated that he had promised to handout the City Administrator evaluation (Mayor Harmon provided a copy of the compiled evaluations to each member of council and to the City Administrator Andrew Marsh). Mayor Harmon advised council that his is signed at the back. Mayor Harmon stated that administrative items are kept in house. Mayor Harmon advised council to let him know if any of them wanted to be on the Review Committee.

Councilmember Manifold stated that she has been going around to the local businesses, and when COVID arrived there were many of the local businesses that did not want to close Miner Street to allow for outside seating and dining. The view has shifted since then and Councilmember Manifold stated that there is not much pushback for having the street closed anymore and she would like council to discuss this on becoming a permanent closure of the street to allow for a pedestrian area.

EXECUTIVE SESSION
Mayor Harmon moved to go into Executive Session under CRS Sec. 24-6-402(4)(b) and (e) to receive legal advice and discuss matters that may be subject to negotiation concerning pending and threatened litigation involving law enforcement matters and real property matters. Councilmember Manifold seconded, second followed by an all in favor voice vote.

ADJOURN
Mayor Harmon adjourned the executive session at 9:01 pm.
Mayor Harmon adjourned the regular meeting at 9:02 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Alsco - Denver Linen (13)								
3302500								
3302500	Invoice	Carpets	06/16/2026	06/26/2026	105.27	Open	06/26	10-30-5108
Total 3302500:					105.27			
3309300								
3309300	Invoice	Carpets	06/30/2026	07/10/2026	105.27	Open	06/26	10-30-5108
Total 3309300:					105.27			
Total Alsco - Denver Linen (13):					210.54			
AmeriGas (1478)								
3191228397								
3191228397	Invoice	Propane PW	06/25/2026	07/25/2026	289.32	Open	06/26	10-10-6001
Total 3191228397:					289.32			
Total AmeriGas (1478):					289.32			
AT&T Mobility (283)								
287246995984X06212026								
287246995984X06212026	Invoice	Cell Phone/WasteWater	06/21/2026	07/08/2026	157.09	Open	06/26	52-00-5335
287246995984X06212026	Invoice	Cell Phones/Water	06/21/2026	07/08/2026	157.08	Open	06/26	51-00-5335
Total 287246995984X06212026:					314.17			
Total AT&T Mobility (283):					314.17			
Browns Hill Engineering & Cont (1416)								
1834								
1834	Invoice	WTP SCADA Leasing Agreement	07/01/2026	08/01/2026	1,620.00	Open	08/26	51-00-5000
Total 1834:					1,620.00			
1835								
1835	Invoice	WWTP SCADA Leasing Agreeme	07/01/2026	08/01/2026	1,620.00	Open	08/26	52-00-5000
Total 1835:					1,620.00			
32786								
32786	Invoice	Starlink Service	07/01/2026	07/31/2026	340.00	Open	07/26	51-00-5335
Total 32786:					340.00			
Total Browns Hill Engineering & Cont (1416):					3,580.00			
CenturyLink (569)								
333637776-6222026								
333637776-6222026	Invoice	WWTP	06/22/2026	07/13/2026	146.77	Open	07/26	52-00-5303
Total 333637776-6222026:					146.77			
333710092-6252026								
333710092-6252026	Invoice	Internet service Water Plant	06/25/2026	07/14/2026	239.08	Open	07/26	51-00-5335
Total 333710092-6252026:					239.08			
Total CenturyLink (569):					385.85			
Chamomile & Sage Consulting (2265)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
6.30.26								
6.30.26	Invoice	Business and Community Promoti	07/06/2026	07/30/2026	5,133.33	Open	06/26	59-70-5108
6.30.26	Invoice	Business and Community Promoti	07/06/2026	07/30/2026	1,533.33	Open	06/26	10-21-5108
6.30.26	Invoice	Reimburse Meta charges	07/06/2026	07/30/2026	257.00	Open	06/26	10-21-5109
Total 6.30.26:					6,923.66			
Total Chamomile & Sage Consulting (2265):					6,923.66			
Chicago Creek Sanitation (434)								
5372								
5372	Invoice	Maintenance Fee	06/25/2026	07/25/2026	206.00	Open	07/26	51-00-5206
Total 5372:					206.00			
Total Chicago Creek Sanitation (434):					206.00			
City of Idaho Springs (289)								
26IDSP-00057								
26IDSP-00057	Invoice	Solar Panel Permit	06/22/2026	07/22/2026	500.00	Open	07/26	21-00-7045
Total 26IDSP-00057:					500.00			
7.13.26								
7.13.26	Invoice	Payroll Transfer	07/13/2026	07/13/2026	95,000.00	Open	07/26	10-00-1580
Total 7.13.26:					95,000.00			
Total City of Idaho Springs (289):					95,500.00			
Clear Creek County Clerk & Rec (61)								
48906								
48906	Invoice	Document Recording	06/08/2026	07/08/2026	43.00	Open	06/26	10-20-5316
Total 48906:					43.00			
48930								
48930	Invoice	Lien Recording	06/10/2026	07/10/2026	387.00	Open	06/26	10-20-5050
Total 48930:					387.00			
48965								
48965	Invoice	Lien Recording	06/15/2026	07/15/2026	86.00	Open	06/26	10-20-5050
Total 48965:					86.00			
48983								
48983	Invoice	Document Recording	06/17/2026	07/16/2026	86.00	Open	06/26	10-20-5316
Total 48983:					86.00			
49004								
49004	Invoice	Treasurer Fees	06/23/2026	07/23/2026	43.00	Open	06/26	10-20-5050
Total 49004:					43.00			
49068								
49068	Invoice	Document Recording	06/30/2026	07/30/2026	43.00	Open	06/26	10-20-5316
Total 49068:					43.00			
Total Clear Creek County Clerk & Rec (61):					688.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Clear Creek Supply (291)								
22044								
22044	Invoice	Fuel cap	06/12/2026	07/11/2026	20.97	Open	06/26	52-00-6150
Total 22044:					20.97			
22181								
22181	Invoice	oil change supplies	06/17/2026	07/16/2026	54.48	Open	06/26	10-60-6150
Total 22181:					54.48			
22182								
22182	Invoice	grill cleaner and turner	06/17/2026	07/16/2026	7.98	Open	06/26	10-30-5208
Total 22182:					7.98			
22201								
22201	Invoice	spark plugs	06/17/2026	07/17/2026	129.28	Open	06/26	10-10-6150
Total 22201:					129.28			
22459								
22459	Invoice	bolt and washer fluid	06/24/2026	07/24/2026	6.27	Open	06/26	51-00-6150
Total 22459:					6.27			
7430								
7430	Invoice	Fix july 4th banner	06/24/2026	07/24/2026	5.99	Open	06/26	10-21-5050
Total 7430:					5.99			
22536								
22536	Invoice	oil and filters	06/26/2026	07/26/2026	53.96	Open	06/26	52-00-6150
Total 22536:					53.96			
22558								
22558	Invoice	oil change supplies	06/26/2026	07/26/2026	103.48	Open	06/26	10-10-6150
Total 22558:					103.48			
22559								
22559	Invoice	paint and sand paper	06/26/2026	07/26/2026	11.15	Open	06/26	10-10-6150
22559	Invoice	washer fluid	06/26/2026	07/26/2026	9.58	Open	06/26	10-10-6150
Total 22559:					20.73			
22650								
22650	Invoice	washer fluid	06/30/2026	07/30/2026	28.74	Open	06/26	10-10-6193
Total 22650:					28.74			
7488								
7488	Invoice	washer fluid	07/06/2026	08/05/2026	28.74	Open	07/26	10-30-6193
Total 7488:					28.74			
22743								
22743	Invoice	co2 detectors old pd	07/07/2026	08/06/2026	44.99	Open	07/26	10-30-5208
Total 22743:					44.99			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Clear Creek Supply (291):					505.61			
Colorado Analytical Lab (945)								
260407269								
260407269	Invoice	TSS/testing	04/10/2026	07/10/2026	14.40	Open	04/26	51-00-5201
Total 260407269:					14.40			
260609168								
260609168	Invoice	Water - Drinking	06/22/2026	07/22/2026	835.20	Open	06/26	51-00-5201
Total 260609168:					835.20			
260623141								
260623141	Invoice	total coliform P/A compl	06/24/2026	07/24/2026	110.00	Open	06/26	51-00-5201
Total 260623141:					110.00			
Total Colorado Analytical Lab (945):					959.60			
Colorado Community Media (1981)								
IVIT1DBU-0010								
IVIT1DBU-0010	Invoice	Legal Publication	06/23/2026	07/23/2026	77.22	Open	06/26	10-20-5312
Total IVIT1DBU-0010:					77.22			
IVIT1DBU-0011								
IVIT1DBU-0011	Invoice	Legal Publication	06/23/2026	07/23/2026	115.94	Open	06/26	10-20-5312
Total IVIT1DBU-0011:					115.94			
IVIT1DBU-0012								
IVIT1DBU-0012	Invoice	Legal Publication	06/23/2026	07/23/2026	81.62	Open	06/26	10-20-5312
Total IVIT1DBU-0012:					81.62			
IVIT1DBU-0013								
IVIT1DBU-0013	Invoice	Legal Publication	06/23/2026	07/23/2026	78.54	Open	06/26	10-20-5312
Total IVIT1DBU-0013:					78.54			
IVIT1DBU-009								
IVIT1DBU-009	Invoice	Legal Publication	06/23/2026	07/23/2026	93.06	Open	06/26	10-20-5312
Total IVIT1DBU-009:					93.06			
72739/73293								
72739/73293	Invoice	Legal Publication	07/02/2026	08/01/2026	51.12	Open	06/26	10-20-5312
Total 72739/73293:					51.12			
Total Colorado Community Media (1981):					497.50			
Colorado Mountain Bike Association (1835)								
80986								
80986	Invoice	VCMP project managment and co	06/16/2026	07/16/2026	88,010.30	Open	06/26	21-00-6024
Total 80986:					88,010.30			
Total Colorado Mountain Bike Association (1835):					88,010.30			
Comcast (1486)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
0194987-6052026								
0194987-6052026	Invoice	Pd internet	06/05/2026	06/30/2026	268.82	Open	06/26	10-30-5335
Total 0194987-6052026:					268.82			
0197295-6232026								
0197295-6232026	Invoice	City Hall Internet	06/23/2026	07/18/2026	475.22	Open	07/26	10-20-5335
Total 0197295-6232026:					475.22			
Total Comcast (1486):					744.04			
Common Knowledge Technology, Inc (1549)								
70673								
70673	Invoice	IT Services - Admin	06/01/2026	07/01/2026	1,387.88	Open	06/26	10-20-5106
70673	Invoice	IT Services - PD	06/01/2026	07/01/2026	1,387.88	Open	06/26	10-30-5108
70673	Invoice	IT Services - Streets	06/01/2026	07/01/2026	1,387.88	Open	06/26	10-10-5108
70673	Invoice	IT Services - Water	06/01/2026	07/01/2026	693.93	Open	06/26	51-00-5106
70673	Invoice	IT Services - WW	06/01/2026	07/01/2026	693.93	Open	06/26	52-00-5106
Total 70673:					5,551.50			
70867								
70867	Invoice	t440 annual renewal	06/15/2026	07/15/2026	1,495.00	Open	06/26	10-20-7011
Total 70867:					1,495.00			
70915								
70915	Invoice	one drive access for visit idaho sp	06/29/2026	07/29/2026	240.00	Open	06/26	10-21-5108
Total 70915:					240.00			
71010								
71010	Invoice	IT Services - Admin	07/01/2026	07/31/2026	1,392.00	Open	07/26	10-20-5106
71010	Invoice	IT Services - PD	07/01/2026	07/31/2026	1,392.00	Open	07/26	10-30-5108
71010	Invoice	IT Services - Streets	07/01/2026	07/31/2026	1,392.00	Open	07/26	10-10-5108
71010	Invoice	IT Services - Water	07/01/2026	07/31/2026	696.00	Open	07/26	51-00-5106
71010	Invoice	IT Services - WW	07/01/2026	07/31/2026	696.00	Open	07/26	52-00-5106
Total 71010:					5,568.00			
Total Common Knowledge Technology, Inc (1549):					12,854.50			
Creative Trajectory (2281)								
10180699								
10180699	Invoice	Social Media	07/06/2026	07/30/2026	500.00	Open	07/26	10-21-5038
Total 10180699:					500.00			
Total Creative Trajectory (2281):					500.00			
Desks INC (2293)								
53638-1								
53638-1	Invoice	50% Deposit of PD Furniture	03/27/2026	06/27/2026	23,939.42	Open	07/26	21-00-6026
Total 53638-1:					23,939.42			
Total Desks INC (2293):					23,939.42			
Doyle Disposal (380)								
39567								
39567	Invoice	WWTP Dumpster	06/25/2026	07/25/2026	453.00	Open	07/26	52-00-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 39567:					453.00			
Total Doyle Disposal (380):					453.00			
Dulaney Architecture (2122)								
JUNE2026-2023-61								
JUNE2026-2023-61	Invoice	Design Development New PD	07/02/2026	07/30/2026	8,814.98	Open	06/26	21-00-7045
Total JUNE2026-2023-61:					8,814.98			
JUNE2026-2023-61-ADD								
JUNE2026-2023-61-ADD	Invoice	Additional Services for PD	07/02/2026	07/30/2026	2,257.43	Open	06/26	21-00-7045
Total JUNE2026-2023-61-ADD:					2,257.43			
JUNE2026-2023-61-PARKING								
JUNE2026-2023-61-PARKI	Invoice	Parking Initiative Plan	07/02/2026	07/30/2026	2,500.00	Open	06/26	59-70-5108
Total JUNE2026-2023-61-PARKING:					2,500.00			
Total Dulaney Architecture (2122):					13,572.41			
Flowpoint Environmental System (1442)								
SU10798								
SU10798	Invoice	Annual software maintenance agr	06/12/2026	07/12/2026	1,095.00	Open	07/26	51-00-5108
Total SU10798:					1,095.00			
Total Flowpoint Environmental System (1442):					1,095.00			
Foothills Auto & Truck Parts (1021)								
141889								
141889	Invoice	door check	06/17/2026	07/16/2026	10.72	Open	06/26	10-60-6150
Total 141889:					10.72			
141890								
141890	Invoice	door check	06/17/2026	07/16/2026	10.72	Open	06/26	10-60-6150
Total 141890:					10.72			
141999								
141999	Invoice	screws to repair grill	06/19/2026	07/18/2026	7.99	Open	06/26	10-30-5208
Total 141999:					7.99			
142701								
142701	Invoice	wipers	07/02/2026	08/01/2026	45.44	Open	07/26	10-30-6193
Total 142701:					45.44			
142849								
142849	Invoice	washer fluid	07/05/2026	08/04/2026	46.50	Open	07/26	10-30-6193
Total 142849:					46.50			
Total Foothills Auto & Truck Parts (1021):					121.37			
Goodyear Auto Service Center (131)								
48691								
48691	Invoice	2025 ford - front and rear brakes o	06/17/2026	07/16/2026	1,780.45	Open	06/26	10-30-6100

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 48691:					1,780.45			
Total Goodyear Auto Service Center (131):					1,780.45			
Granite Property Services (2196)								
290								
290	Invoice	CRC Park Maintenance	05/22/2026	06/22/2026	4,009.08	Open	06/26	10-60-5108
Total 290:					4,009.08			
Total Granite Property Services (2196):					4,009.08			
Hach Company (138)								
15001429/15013798/15018537								
15001429/15013798/1501	Invoice	tnt	05/26/2026	06/26/2026	407.97	Open	05/26	52-00-6207
Total 15001429/15013798/15018537:					407.97			
Total Hach Company (138):					407.97			
Happy Llama (2221)								
12537								
12537	Invoice	Bandanas - furling fest	05/29/2026	06/26/2026	1,444.96	Open	05/26	10-21-5032
Total 12537:					1,444.96			
12540								
12540	Invoice	tennis balls - furling fest	06/02/2026	06/17/2026	409.61	Open	06/26	10-21-5032
Total 12540:					409.61			
Total Happy Llama (2221):					1,854.57			
HDR Engineering, Inc (1605)								
1200840538								
1200840538	Invoice	Mobility Hub	07/06/2026	08/05/2026	42,126.34	Open	06/26	59-70-5108
Total 1200840538:					42,126.34			
Total HDR Engineering, Inc (1605):					42,126.34			
Home Depot Credit Services (578)								
1021860								
1021860	Invoice	tape, paint, dawn	06/04/2026	07/31/2026	45.40	Open	06/26	52-00-5204
Total 1021860:					45.40			
22057								
22057	Invoice	plant food	06/05/2026	07/03/2026	33.47	Open	06/26	10-60-6206
Total 22057:					33.47			
6303150								
6303150	Invoice	hose reel	06/08/2026	07/31/2026	99.98	Open	06/26	10-60-6045
Total 6303150:					99.98			
7012930								
7012930	Invoice	hose reel	06/08/2026	07/31/2026	34.98	Open	06/26	10-60-6045
Total 7012930:					34.98			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
3023401								
3023401	Invoice	hand soap citizens	06/12/2026	07/31/2026	23.84	Open	06/26	10-60-5207
Total 3023401:					23.84			
9020664								
9020664	Invoice	gloves, fertilizer, marking flags	06/26/2026	07/31/2026	76.98	Open	06/26	10-60-6200
Total 9020664:					76.98			
Total Home Depot Credit Services (578):					314.65			
Hudick Excavating Inc (2189)								
2025-03-03								
2025-03-03	Invoice	Chicago Creek Water Main	06/30/2026	07/30/2026	13,244.90	Open	05/26	51-72-7320
Total 2025-03-03:					13,244.90			
Total Hudick Excavating Inc (2189):					13,244.90			
Jeffcom 911 (2119)								
ISPD-2026-3								
ISPD-2026-3	Invoice	Q3 Contributions	07/01/2026	08/01/2026	48,487.50	Open	07/26	10-30-5105
Total ISPD-2026-3:					48,487.50			
Total Jeffcom 911 (2119):					48,487.50			
Joshua Kuennen (2292)								
7.4.26								
7.4.26	Invoice	Tree Squid - Band for 4th	07/04/2026	07/30/2026	1,500.00	Open	07/26	10-21-5032
Total 7.4.26:					1,500.00			
Total Joshua Kuennen (2292):					1,500.00			
JVA Incorporated (1110)								
30074								
30074	Invoice	On Call Services Environmental	04/30/2026	06/30/2026	1,971.00	Open	04/26	52-00-5103
Total 30074:					1,971.00			
30421								
30421	Invoice	Hwy 103 Waterline Design	05/31/2026	07/30/2026	416.00	Open	06/26	51-72-7320
Total 30421:					416.00			
30492								
30492	Invoice	Police Station	05/31/2026	07/30/2026	761.40	Open	05/26	21-00-7045
Total 30492:					761.40			
Total JVA Incorporated (1110):					3,148.40			
KDVR (2262)								
5203521-3								
5203521-3	Invoice	Paid Advertising	05/31/2026	06/30/2026	3,000.00	Open	05/26	10-21-5109
Total 5203521-3:					3,000.00			
Total KDVR (2262):					3,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Kind Mountain Collective, Inc. (2046)								
000111								
000111	Invoice	4th of July Band	07/06/2026	08/04/2026	1,500.00	Open	05/26	10-21-5032
Total 000111:					1,500.00			
Total Kind Mountain Collective, Inc. (2046):					1,500.00			
KoneCranes (2185)								
155144241-2								
155144241-2	Invoice	Inspection - 2025	02/18/2025	07/30/2026	1,804.00	Open	05/26	52-00-5000
Total 155144241-2:					1,804.00			
Total KoneCranes (2185):					1,804.00			
Kumar & Associates Inc. (1852)								
242646								
242646	Invoice	Construction Oberservation	06/26/2026	07/26/2026	2,561.75	Open	06/26	21-00-7045
Total 242646:					2,561.75			
Total Kumar & Associates Inc. (1852):					2,561.75			
Language Line Services (2102)								
11932140								
11932140	Invoice	Interpreter Services	05/31/2026	06/30/2026	12.30	Open	05/26	10-40-5320
Total 11932140:					12.30			
11959306								
11959306	Invoice	Interpreter Services	06/30/2026	07/30/2026	31.98	Open	07/26	10-40-5320
Total 11959306:					31.98			
Total Language Line Services (2102):					44.28			
Law Firm Of Suzanne Rogers PC (737)								
7.1.26								
7.1.26	Invoice	Catch up of monthly increase	07/01/2026	07/30/2026	1,500.00	Open	07/26	10-40-5115
7.1.26	Invoice	Mileage	07/01/2026	07/30/2026	63.37	Open	07/26	10-40-5115
7.1.26	Invoice	Prosecutor	07/01/2026	07/30/2026	3,000.00	Open	07/26	10-40-5115
Total 7.1.26:					4,563.37			
Total Law Firm Of Suzanne Rogers PC (737):					4,563.37			
Liberty Communications (1547)								
4187381								
4187381	Invoice	phone service admin	06/30/2026	07/30/2026	141.77	Open	07/26	10-20-5303
4187381	Invoice	phone service police	06/30/2026	07/30/2026	141.77	Open	07/26	10-30-5303
4187381	Invoice	phone service public works	06/30/2026	07/30/2026	141.76	Open	07/26	10-10-5303
4187381	Invoice	phone service wastewater	06/30/2026	07/30/2026	70.89	Open	07/26	52-00-5303
4187381	Invoice	phone service water	06/30/2026	07/30/2026	70.89	Open	07/26	51-00-5303
Total 4187381:					567.08			
Total Liberty Communications (1547):					567.08			
Logan D Houser (2290)								
07062026								
07062026	Invoice	Event Coordination and Planning	07/06/2026	08/05/2026	440.00	Open	07/26	10-21-5032

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 07062026:					440.00			
Total Logan D Houser (2290):					440.00			
Mark Masters Comedy LLC (2291)								
7.4.26								
7.4.26	Invoice	Comedy July 4th	06/23/2026	07/22/2026	500.00	Open	07/26	10-21-5032
Total 7.4.26:					500.00			
Total Mark Masters Comedy LLC (2291):					500.00			
Michael Goodbee (1940)								
7.1.26								
7.1.26	Invoice	Judge	07/01/2026	07/30/2026	1,600.00	Open	07/26	10-40-5110
Total 7.1.26:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Milo's Speed Shop (2157)								
1406								
1406	Invoice	2018 Ford - Oil change, headlight	06/24/2026	07/24/2026	595.95	Open	06/26	10-30-6100
Total 1406:					595.95			
1432								
1432	Invoice	2025 ford - oil change and rotate ti	07/03/2026	08/02/2026	286.48	Open	07/26	10-30-6100
Total 1432:					286.48			
Total Milo's Speed Shop (2157):					882.43			
Mountain Tool and Feed (1450)								
1827								
1827	Invoice	Stihl Service	07/01/2026	07/30/2026	56.65	Open	07/26	10-60-6200
Total 1827:					56.65			
1829								
1829	Invoice	Stihl Service	07/06/2026	08/06/2026	131.30	Open	07/26	10-60-6200
Total 1829:					131.30			
Total Mountain Tool and Feed (1450):					187.95			
Murray Dahl Beery & Renaud (806)								
JUL 06, 2026								
JUL 06, 2026	Invoice	General legal	07/06/2026	08/05/2026	17,948.99	Open	07/26	10-20-5101
JUL 06, 2026	Invoice	legal police	07/06/2026	08/05/2026	840.00	Open	06/26	10-30-5101
Total JUL 06, 2026:					18,788.99			
Total Murray Dahl Beery & Renaud (806):					18,788.99			
ORC Water Professionals (2280)								
273659								
273659	Invoice	ORC	06/30/2026	07/30/2026	7,000.00	Open	06/26	52-00-5000
273659	Invoice	ORC	06/30/2026	07/30/2026	7,000.00	Open	06/26	51-00-5000
Total 273659:					14,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total ORC Water Professionals (2280):					14,000.00			
Paul's Enterprises (213)								
0226663								
0226663	Invoice	Change 3 Locks	06/23/2026	07/23/2026	35.00	Open	07/26	10-30-5208
Total 0226663:					35.00			
Total Paul's Enterprises (213):					35.00			
Peak Digital Office Solutions (409)								
74960								
74960	Invoice	Meter Bill - City Hall	07/01/2026	07/16/2026	261.19	Open	06/26	10-20-5309
Total 74960:					261.19			
74969								
74969	Invoice	PD meter billing for printer	07/01/2026	07/16/2026	33.66	Open	06/26	10-30-5309
Total 74969:					33.66			
75037								
75037	Invoice	Monthly Rental - City Hall & PD	07/04/2026	07/19/2026	136.50	Open	07/26	10-20-5309
Total 75037:					136.50			
Total Peak Digital Office Solutions (409):					431.35			
Postmaster (341)								
7.1.26								
7.1.26	Invoice	Water Bills	07/01/2026	07/01/2026	244.00	Open	07/26	51-00-5310
7.1.26	Invoice	Water Bills	07/01/2026	07/01/2026	244.00	Open	07/26	52-00-5310
Total 7.1.26:					488.00			
Total Postmaster (341):					488.00			
Professional Management Solutions (1833)								
85256								
85256	Invoice	Financial Services - admin	06/26/2026	07/26/2026	1,739.38	Open	05/26	10-20-5104
85256	Invoice	Financial Services - PD	06/26/2026	07/26/2026	1,739.38	Open	05/26	10-30-5108
85256	Invoice	Financial Services - PW	06/26/2026	07/26/2026	1,739.38	Open	05/26	10-10-5108
85256	Invoice	Financial Services - Water	06/26/2026	07/26/2026	869.68	Open	05/26	51-00-5104
85256	Invoice	Financial Services - WW	06/26/2026	07/26/2026	869.68	Open	05/26	52-00-5104
Total 85256:					6,957.50			
Total Professional Management Solutions (1833):					6,957.50			
Quill Corporation (230)								
49385743/49385556/49403699								
49385743/49385556/4940	Invoice	coffee	06/24/2026	07/24/2026	16.38	Open	06/26	10-20-6010
49385743/49385556/4940	Invoice	coffee, paper, soap	06/24/2026	07/24/2026	187.46	Open	06/26	10-20-6010
49385743/49385556/4940	Invoice	legal paper	06/24/2026	07/24/2026	76.49	Open	06/26	10-20-6010
49385743/49385556/4940	Invoice	new council member block	06/24/2026	07/24/2026	29.69	Open	06/26	10-20-6010
Total 49385743/49385556/49403699:					310.02			
Total Quill Corporation (230):					310.02			
S&T Greenhouses (2083)								
3996								
3996	Invoice	Flowers	05/28/2026	06/27/2026	7,031.90	Open	05/26	10-21-5039

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3996:					7,031.90			
3997								
3997	Invoice	Flowers	05/28/2026	06/27/2026	4,552.92	Open	05/26	10-21-5039
Total 3997:					4,552.92			
Total S&T Greenhouses (2083):					11,584.82			
Saela Pest Control (2027)								
12359440								
12359440	Invoice	Pest watch service	06/19/2026	07/19/2026	130.00	Open	05/26	10-30-5108
Total 12359440:					130.00			
Total Saela Pest Control (2027):					130.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
4134784								
4134784	Invoice	Building Permits	06/30/2026	07/30/2026	4,336.18	Open	06/26	10-22-5000
Total 4134784:					4,336.18			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					4,336.18			
Staples Business Advantage (1219)								
7010240284								
7010240284	Invoice	envelopes	06/13/2026	07/13/2026	38.49	Open	05/26	10-30-6010
7010240284	Invoice	pens batteries mouse padorganiz	06/13/2026	07/13/2026	51.83	Open	05/26	10-30-6010
7010240284	Invoice	white board	06/13/2026	07/13/2026	275.45	Open	05/26	10-30-6010
Total 7010240284:					365.77			
Total Staples Business Advantage (1219):					365.77			
T Mobile (2040)								
997960542-6202026								
997960542-6202026	Invoice	Pd hot spots	06/20/2026	07/20/2026	705.60	Open	06/26	10-30-5335
Total 997960542-6202026:					705.60			
211680251-6212026								
211680251-6212026	Invoice	Hauled water hotspot	06/21/2026	07/20/2026	67.40	Open	05/26	51-00-5335
Total 211680251-6212026:					67.40			
995996113-6212026								
995996113-6212026	Invoice	Admin - Cell Phones	06/21/2026	07/20/2026	116.38	Open	06/26	10-20-5335
995996113-6212026	Invoice	Streets - Cell Phones	06/21/2026	07/20/2026	255.96	Open	06/26	10-10-5335
Total 995996113-6212026:					372.34			
Total T Mobile (2040):					1,145.34			
The Key People (2202)								
40074								
40074	Invoice	City Hall Janitorial	07/01/2026	07/31/2026	231.30	Open	07/26	10-20-5108
Total 40074:					231.30			
40075								
40075	Invoice	PD Janitorial	07/01/2026	07/31/2026	128.50	Open	07/26	10-10-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 40075:					128.50			
Total The Key People (2202):					359.80			
Timberline Disposal (1467)								
6067616V324								
6067616V324	Invoice	Hwy 103 toilet	06/15/2026	06/21/2026	204.88	Open	06/26	51-00-5202
Total 6067616V324:					204.88			
6088433V324								
6088433V324	Invoice	200 W. Colorado Blvd Trash	07/01/2026	07/01/2026	510.51	Open	07/26	10-10-5202
6088433V324	Invoice	VCMP Portalet	07/01/2026	07/01/2026	236.91	Open	07/26	10-60-5202
Total 6088433V324:					747.42			
Total Timberline Disposal (1467):					952.30			
TK Elevator Corporation (1578)								
3009621749								
3009621749	Invoice	Elevator Maintenance - Visitor's C	07/01/2026	09/30/2026	737.46	Open	07/26	10-21-5430
Total 3009621749:					737.46			
Total TK Elevator Corporation (1578):					737.46			
Utility Notification Center of Colorado (1984)								
226060675								
226060675	Invoice	Locates - Water	06/30/2026	07/30/2026	47.07	Open	06/26	51-00-5108
226060675	Invoice	Locates - WW	06/30/2026	07/30/2026	47.07	Open	06/26	52-00-5108
Total 226060675:					94.14			
Total Utility Notification Center of Colorado (1984):					94.14			
W.E. O'Neil (2192)								
14-1425508-12								
14-1425508-12	Invoice	Police Station Construction	06/30/2026	07/30/2026	554,397.44	Open	06/26	21-00-7045
Total 14-1425508-12:					554,397.44			
Total W.E. O'Neil (2192):					554,397.44			
WEX BANK (1459)								
11330665								
11330665	Invoice	Fleet fuel - Police	06/23/2026	07/15/2026	634.20	Open	06/26	10-30-6191
Total 11330665:					634.20			
Total WEX BANK (1459):					634.20			
Wilson Williams Fellman Dittman (2160)								
2720								
2720	Invoice	comcast franchise agreement	06/30/2026	07/30/2026	567.00	Open	06/26	10-20-5101
Total 2720:					567.00			
Total Wilson Williams Fellman Dittman (2160):					567.00			
Xcel Energy (540)								
6.30.26								
6.30.26	Invoice	10 Montane	06/30/2026	07/30/2026	56.55	Open	06/26	51-00-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
6.30.26	Invoice	103 14th	06/30/2026	07/30/2026	42.29	Open	06/26	10-20-6001
6.30.26	Invoice	1101 Soda Creek	06/30/2026	07/30/2026	78.78	Open	06/26	51-00-6001
6.30.26	Invoice	1744 Miner Street	06/30/2026	07/30/2026	71.79	Open	06/26	10-30-6001
6.30.26	Invoice	1801 miner a	06/30/2026	07/30/2026	98.56	Open	06/26	52-00-6001
6.30.26	Invoice	200 Colorado	06/30/2026	07/30/2026	287.87	Open	06/26	10-10-6001
6.30.26	Invoice	960 CR 314 New PW Facillity	06/30/2026	07/30/2026	560.73	Open	06/26	10-10-6001
6.30.26	Invoice	City Hall	06/30/2026	07/30/2026	371.64	Open	06/26	10-20-6001
6.30.26	Invoice	New WWTP	06/30/2026	07/30/2026	3,750.19	Open	06/26	52-00-6001
6.30.26	Invoice	Parks	06/30/2026	07/30/2026	283.71	Open	06/26	10-60-6001
6.30.26	Invoice	Parks - off cycle	06/30/2026	07/30/2026	179.78	Open	06/26	10-60-6001
6.30.26	Invoice	PD	06/30/2026	07/30/2026	236.23	Open	06/26	10-30-6001
6.30.26	Invoice	street lights	06/30/2026	07/30/2026	4,817.92	Open	06/26	10-10-6001
6.30.26	Invoice	streetlight maintenance	06/30/2026	07/30/2026	5,995.55	Open	06/26	10-10-6085
6.30.26	Invoice	Water Treatment Plant	06/30/2026	07/30/2026	4,243.52	Open	06/26	51-00-6001
6.30.26	Invoice	Water Treatment Plant - off sched	06/30/2026	07/30/2026	13.22	Open	06/26	51-00-6001
6.30.26	Invoice	Wwtp	06/30/2026	07/30/2026	2,559.71	Open	06/26	52-00-6001
Total 6.30.26:					23,648.04			
Total Xcel Energy (540):					23,648.04			
Zuni Sign Company Inc. (1405)								
10789								
10789	Invoice	Final Historical Sites Plaques	06/16/2026	07/16/2026	7,002.66	Open	06/26	21-61-7042
Total 10789:					7,002.66			
Total Zuni Sign Company Inc. (1405):					7,002.66			
Grand Totals:					1,032,841.02			

Report GL Period Summary

GL Period	Amount
04/26	1,985.40
07/26	207,245.69
06/26	779,088.91
05/26	41,281.02
08/26	3,240.00
Grand Totals:	1,032,841.02

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 13, Series 2026

A RESOLUTION CALLING A SPECIAL MUNICIPAL ELECTION TO BE COORDINATED WITH THE STATE GENERAL ELECTION ON NOVEMBER 3, 2026, FOR PURPOSES OF REFERRING AT LEAST ONE BALLOT QUESTION TO CITY ELECTORS

WHEREAS, pursuant to C.R.S. § 31-10-108, the City Council of the City of Idaho Springs ("City") is authorized to call a special municipal election on any Tuesday designated by ordinance or resolution; and

WHEREAS, pursuant to C.R.S. § 1-7-116, the City is authorized to conduct its municipal elections in coordination with State elections during which the County Clerk and Recorder conducts most tasks related thereto in accordance with an intergovernmental agreement with the City; and

WHEREAS, under the Colorado Taxpayer's Bill of Rights (TABOR), the City Council is limited to referring ballot questions concerning new or increased taxes at only a "State general election, biennial [City] election, or on the first Tuesday in November of odd-numbered years"; and

WHEREAS, on November 3, 2026, the State will conduct its general election, presenting an opportunity for the City Council to refer TABOR ballot issues to City electors at that time; and

WHEREAS, the City Council has expressed its desire and intent to refer a ballot question to City electors in November of 2026 concerning a potential new tax on the occupation of providing outdoor recreational experiences; and

WHEREAS, the City Council has also discussed the possibility of referring a ballot question to City electors concerning the potential sale or other disposition of City-owned property; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), the City can provide advance notice to the County of its intent to participate in the November 2026 coordinated election by taking formal action to participate in the same and sending written notice thereof to the County at least one hundred (100) days before the election (by July 24, 2026); and

WHEREAS, the City Council therefore desires to call a special election of the City for purposes of referring at least one ballot question, one of which is projected to be a TABOR ballot issue, with the precise language of all such ballot question(s) formally set and referred by subsequent resolution or ordinance, to be conducted as a coordinated election on November 3, 2026.

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

__**Section 1.**__ The Council hereby calls a special municipal election to be conducted as a coordinated mail ballot election on November 3, 2026, for the purpose of referring to City electors at least one ballot question, one of which is projected to be a "ballot issue," as defined by Colorado Const., § 20, Art. X (TABOR), the precise language and formal referral of which shall be set by future ordinance or resolution of the Council.

__**Section 2.**__ The Deputy City Clerk is hereby directed to take all steps necessary to effectuate the purpose and intent of this Resolution and to coordinate the conduct of the special election called hereby, including but not limited to obtaining an Intergovernmental Agreement (IGA) from the County to coordinate the election and forwarding the same to the Council when available.

ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of July, 2026.

CITY OF IDAHO SPRINGS

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 14, Series 2026

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CLEAR CREEK TRAIL COLLABORATIVE

WHEREAS, 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, including the ongoing efforts to connect segments of the 65-mile Clear Creek Trail; and

WHEREAS, in 2016, as part of the "Colorado the Beautiful" initiative, then-Colorado Governor Hickenlooper designated the Clear Creek Trail as one of the sixteen critical trails in the State; and

WHEREAS, in 2021, the Regional Agencies convened again and discussed dividing the Clear Creek Trail into three segments (Mountain Segment, Canyon Segment, and Plains Segment) in recognition of the need to implement different strategies for connecting and enhancing each segment; and

WHEREAS, over the last five years, various portions of the Clear Creek Trail have been completed, while further funding and build-out for the remaining sections of trail in the Mountain Segment are still being identified; and

WHEREAS, the Regional Agencies wish to formalize their cooperation and agreement to achieve a common vision for the Clear Creek Trail corridor; to elevate the importance of the Clear Creek Trail at both a regional and local level; and to hold each other accountable to the name "Clear Creek Trail;" and

WHEREAS, in furtherance of that desire, the parties have drafted an intergovernmental agreement, to which each is authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and CRS § 29-1-203; and

WHEREAS, the City of Idaho Springs, Colorado ("City") is a Regional Agency and stakeholder in the Clear Creek Trail collaborative group; and

WHEREAS, the Idaho Springs City Council finds that the Clear Creek Trail is a valuable public amenity for residents, business owners and visitors to the City and that access to outdoor recreation serves individuals' physical and mental health; and

WHEREAS, the City Council therefore wishes to approve the intergovernmental agreement establishing the Clear Creek Trail Collaborative and commit the City to continuing to participate in the multi-jurisdictional effort to complete the trail and achieve other goals related to the trail project, all in furtherance of the public health and welfare.

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

The attached Intergovernmental Agreement Establishing The Clear Creek Trail Collaborative is hereby approved. The Mayor and City Clerk are authorized to execute the same, and City Staff is hereby directed to take all steps necessary to effectuate the City's approval.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of July, 2026.

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

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?

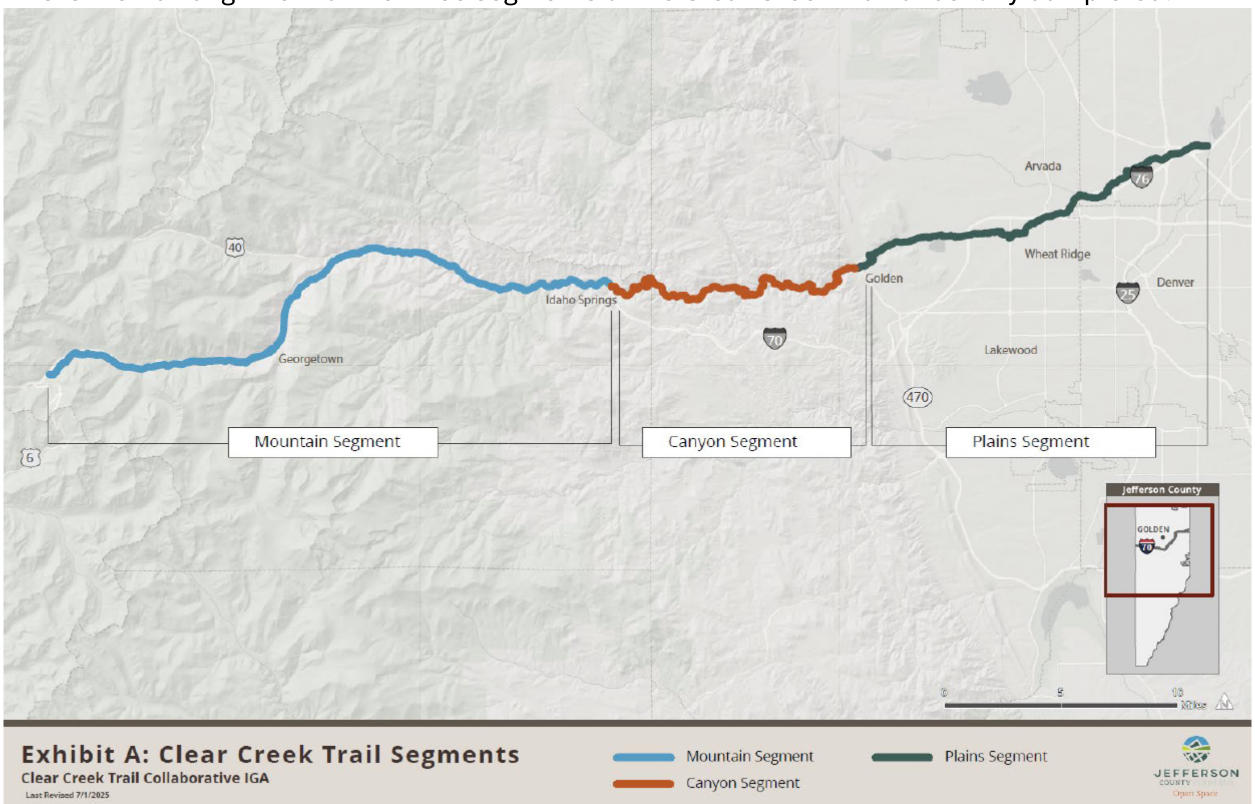
Agencies involved in the Collaborative commit to attending regular meetings and participating in discussions. Agencies further commit to working together to advance the goals of the Collaborative. However, Agencies do <u>not</u> commit to any financial obligations as a result of membership. For any projects 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:

IDAHO SPRINGS
CITY COUNCIL STAFF REPORT

Meeting Date: Monday, July 13, 2026	**Page 1 of 5**	**Item:** **CUP26-002 - Conditional Use Permit for a Parking Lot Use at 2833 and 2821 Colorado Boulevard**
Presented by: Dylan Graves Community Development Planner		

PROPOSAL:

This is a request for a Conditional Use Permit (CUP) to allow for a paid parking lot use to be established at 2833 Colorado Boulevard and 2821 Colorado Boulevard, with approximately 20 parking spaces.

The Idaho Springs Municipal Code (ISMC) identifies parking as an accessory use, not as a primary use. Parking is not a primary use in any current zone district established in the ISMC. If approved, this application would allow parking to be established as a primary use at the subject properties.

It is anticipated that the use will function similar to a public parking lot that the city operates. Patrons would enter the site, pay for parking, and continue to their destination. Because the parking lot use would not be part of the city's parking system, management, monitoring, maintenance, and enforcement would be performed by the private property owner.

ATTACHMENTS:

1. Applicant Cover Letter
2. Proposed Concept Site Plan

BACKGROUND:

The subject property is located within the East End Overlay District (EEOD) and is zoned Commercial Two (C-2). The existing use of 2833 Colorado Boulevard is vacant, and the existing use of 2821 Colorado Boulevard is a towing company headquarters and storage yard. This use is nonconforming in the C-2 zone district according to Sec. 21-12 of the ISMC, though is a legal use per that section. The majority of the proposed parking use would be contained on 2833 Colorado Boulevard, but a small portion extends into 2821 Colorado Boulevard on the far east side of the properties. There is one access to the property via Colorado Boulevard. Previously, a small restaurant existed at 2833 Colorado Boulevard. The lot has been vacant since the building was removed approximately 12 months ago. It is not yet clear how the private lot will be managed. Since it is on private property and is not being leased to the city as part of the city's managed parking system, the private property owner will have full responsibility for maintenance, management, operations, and enforcement.

Adjacent uses include Carl's Jr. to the east, a towing and vehicle storage yard use to the south and west, residential to the south, and a liquor store and dispensary to the north across Colorado Boulevard.

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

PLANNING COMMISSION ROLE:

The ISMC requires every 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 request for a conditional use permit by ordinance after conducting its own public hearing after Planning Commission has moved to recommend either approval or denial.

The City of Idaho Springs Planning Commission reviewed this application on June 4, 2026. The Planning Commission voted to recommend approval of the subject application by a vote of 3-1.

PUBLIC NOTICE

In accordance with the public notice requirements found in Sec. 21-86 of the ISMC, 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.

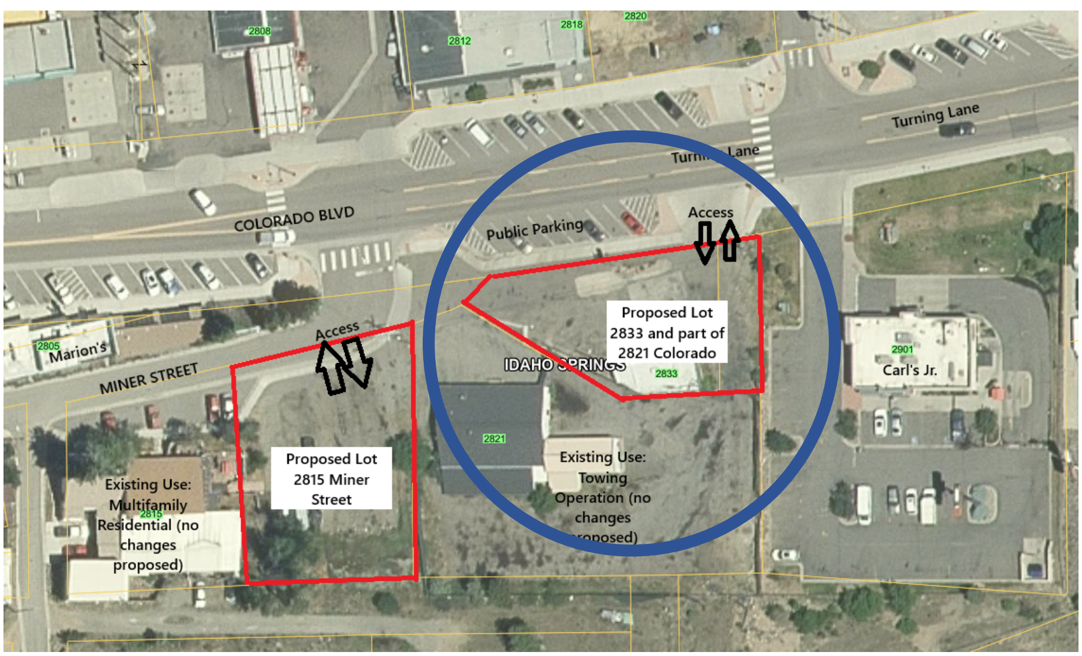
CRITERIA FOR APPROVAL

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

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

   ACCESS:

The sole access to this parking lot would be via Colorado Boulevard. There is an existing driveway pan located on the eastern side of the property where patrons would access the parking lot. There is an existing turn lane for Colorado Boulevard in front of the property, allowing for westbound patrons to access the property without causing traffic backups. This is similar to the access for adjacent businesses, like Carl's Jr. or McDonald's.



PARKING LOT AND PARKING SPACE DIMENSIONS:

The applicant has proposed approximately 20 parking spaces at the subject property, each meeting the minimum parking space dimensional requirements found in the ISMC (8.5' x 18'). The drive lane proposed within the site is 24' wide. The parking lots are already paved and appear to meet the city's standards for surfacing.

TRAFFIC GENERATION:

A traffic study or analysis was not performed to assess the impact that the use would have on the roadway system or on adjacent properties. Previously, the use of the property was as a retail shop, as a restaurant, and more recently, was a storage parking lot for the adjacent towing business (nonconforming use). Discussing the application with the city's engineer and the city's public works director, they did not have comments on whether traffic impacts would be increased compared to any of those uses. No comments expressing concern were provided. Colorado Boulevard has a turning lane in this vicinity to allow vehicles to turn left across eastbound traffic. This turning lane could be used to access the property. The applicant stated that the use itself would not generate additional traffic into the city because parking is not a draw in itself; rather, it is used to accommodate people coming to the city to go to other businesses. Staff believe that the use itself is unlikely to generate additional traffic in the city in general but want to note that traffic in the immediate vicinity of the use may be impacted because of additional cars turning into and out from the property.

Compared to other uses historically present on the property, staff believe it will likely have a similar impact to these uses. In downtown Idaho Springs, the average length of stay in a parking spot is about 2.5 hours across all days and months. Since public parking is managed for eight hours from 10 a.m. to 6 p.m., this means that the average space turns over ~4-5 times on a busy day. This may be somewhat different on the East End where the demand for parking differs slightly, but if we take the average turnover for downtown and apply it here, it means that on a busy day, the lot could see a little more than 100 vehicles per day. According to the *ITE Trip Generation Manual*, a coffee shop, fast food restaurant, or gas station is likely to generate more average daily trips (ADTs) than what is anticipated for a typical parking lot use. So, based on the *Trip Generation Manual*, we could expect to see that many of the uses allowed by-right would generate greater daily and peak-hour trip activity than a parking lot use on its own. However, the parking facility may still generate notable circulation and turnover impacts, especially during peak tourism periods. However, it must be noted that these estimates are not based on a traffic engineer's analysis, so their accuracy cannot be confirmed.

WATER/WASTEWATER/WASTE MANAGEMENT:

No water or wastewater facilities are proposed for this site. No toilets or other public facilities are proposed as part of the current use of the land. Staff do not believe that these items are necessary for the operation of a private parking lot.

Overall Takeaways for Criterion #1:

Staff believe that the proposed use meets Criterion 1, though as noted there will be some increase in traffic associated with the project in the direct vicinity of the property. As analyzed above, the use of the site as a parking lot is unlikely to cause additional traffic impacts as compared to other uses that would be allowed by-right on the property though the use of the property. The demand for this property likely depends on the demand for other destinations and services in the city (such as VCMP, the MACC, and other tourist-oriented businesses), so it is likely to have more impact on busy tourist days (e.g. weekends in the summer) and less of an impact at other times.

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

The City's Comprehensive Plan in the Land Use Element identifies the subject parcel as "Regional Commercial." Regional Commercial is described as:

Uses that may have a regional draw. This includes retail and office uses of any size, hotels, public facilities and schools, tourism services and hospitals. Multifamily residential could also be appropriate in this category in the Exit 240 Area and some areas of the East End.

Staff believe that a private parking lot use would fit within the category of tourism services. The area currently consists largely of highway service commercial developments including food and beverage, retail, service and lodging establishments, but now also serves the Mighty Argo Cable Car (MACC) and the Virginia Canyon Mountain Park (VCMP), two new uses that are generating additional traffic on the east side of the city and are requiring additional demand for parking. The use proposed with this Conditional Use permit application would increase parking capacity on the East side of the city, supporting businesses on that end of Idaho Springs. Since 2833 Colorado Boulevard is otherwise vacant, generating revenue and providing additional parking supply could help the city and East End businesses further the economic development goals found in the Plan.

The Comprehensive Plan identifies parking as a key ongoing issue for the city that is limiting potential economic growth. The construction of ~20 parking spaces increasing the supply of parking spaces on the East End of the city to hopefully lessen parking demands that have increased over the past few years.

The subject parcel is part of the East End Overlay District (EEOD) and was included in the East End Action Plan (EEAP) from 2017. One of the goals of the EEAP is to find beneficial uses for vacant and underutilized land. While parking may not be an optimal long-term use for a commercial property, it can help accommodate economic development on other properties on the city's East End. Additionally, the parking lot could be redeveloped in the future for a more "intensive" use if the property owner decided to go a different direction, keeping the property flexible as community needs and goals continue to evolve.

At the June Planning Commission meeting, there was some discussion about how the proposed use fits within the city's long-term goals for the area. While there are clear benefits in the short-term and medium-term, as discussed above, there was discussion about whether parking as a primary use on the property is the highest and best use. The property owner has stated that the establishment of a parking lot use on the property maintains flexibility for future redevelopment, as compared to if a new structure was built on-site.

Staff believe that a parking lot use generally fits within the city's Comprehensive Plan by providing excess parking for other businesses on the East End, supporting those businesses and the city's Virginia Canyon Mountain Park. It would allow for ease of redevelopment in the future should market conditions and community priorities shift and bring additional demand for other commercial ventures. That said, parking is not a regional commercial draw in itself, which is the goal for commercial property in this area.

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

Staff do not believe that the proposed use would result in impacts on adjacent properties which are significantly different in nature, type, or extent than impacts caused by the above-mentioned uses that could potentially be developed on-site. The primary potential impact will be to traffic in the immediate vicinity of the property access point. This could have minor impacts on patrons of other businesses if there is additional congestion in this area. The nature of parking tends to be relatively consistent with few peaks throughout the day. Other impacts could include noise from vehicles on-site, though any commercial use is likely to generate noise from visitors to the property. The applicant did not provide anticipated hours of operation, though the typical demand for parking is much higher during the day than at night. It is unclear if any overnight parking would be permitted on the property, but staff would like to note that long-term storage of vehicles on the property would not be permitted as part of the Conditional Use Permit and outdoor storage would not be permitted in the C-2 zone district, so an additional Conditional Use application would be needed to engage in a storage use. The application in question is specifically for short-term parking of vehicles, similar to any of the city-owned properties that operate as public parking lots.

REFERRALS

This application was referred to the Idaho Springs Engineer, Idaho Springs Police Department, the Clear Creek Fire Authority, and relevant referral contacts for utility companies including Xcel, Comcast, and Lumen, for review and comment.

Ed Sigward responded on behalf of the Public Works Department. He did not have any issues with the proposed use. Nathan Skalak from JVA did not provide any comments related to this application. Jeremy Jones from the Fire Authority also provided comments, indicating that there were no issues with the application as proposed. Chief Buseck from the Idaho Springs Police Department did not provide comments.

POTENTIAL CONDITIONS:

The Planning Commission recommended two conditions of approval for this project:

1. No overnight parking is permitted on the property between the hours of 2:00 A.M. and 6:00 A.M.
2. No storage uses are permitted on the property.

PLANNING STAFF RECOMMENDATION:

Staff generally support the application, with the only potential concern revolving around traffic impacts in the immediate vicinity of the project, though staff note that traffic impacts are unlikely to be significantly different from by-right uses in the C-2 district. The other note is on Comprehensive Plan compliance. While the proposed use meets aspects of the Comprehensive Plan and can support commercial enterprise on the East End of the city, it is not a regional commercial draw that the city hopes to promote in the long-term. Ultimately, city staff support approval of the proposed Conditional Use Permit to allow private parking lot use to be established at 2821 and 2833 Colorado Boulevard.

Idaho Springs City Council Members

1711 Miner St.

Idaho Springs CO 80452

Dear Council Members,

I am writing to you today to request a Conditional Use Permit (CUP). I am requesting this for the development of parking lots at the east end of Idaho Springs. The addresses specifically are 2821 Colorado Boulevard, 2833 Colorado Boulevard and 2815 Miner St.

Parking in Idaho Springs in recent years has become a huge necessity due to the city growing and limited parking for patrons. The proposed parking lots at the east end of Idaho Springs will be of benefit to the City of Idaho Springs and the merchants and business owners in the area. There is significant vehicle and foot travel at the east end of Idaho Springs and having off-street parking will ease some of the congestion seen recently. I have been in the process of cleaning up the proposed parking areas and the parking lots will be professionally sealed and striped in the very near future. The parking lots at the above locations will provide much-needed parking spaces for approximately 38-40+ vehicles at the east end of Idaho Springs. I am requesting the City Council to grant a 10-year (CUP). I intend to partner with an independent company to manage and patrol the parking lots to ensure a good experience for the citizens that wish to visit Idaho Springs.

Due to the new and exciting businesses and ever-growing developments in Idaho Springs, I believe they will draw even more patrons into the city. The proposed parking lots will provide some much-needed off-street parking. The parking lots will not draw any more patrons into the town but rather will only give parking relief to the established businesses.

The properties that will be utilized as parking lots have been parking lots in the past and no other businesses or buildings have been added. I hope this proposal will be considered and approved to alleviate some of the parking issues along Colorado Blvd and allow more parking options for the patrons of the City of Idaho Springs at the east end of Idaho Springs.

Thank you for your attention and consideration to this proposal.

Kenneth E Nelson Jr. Ph 303-902-1464 email/ mustangshanny@msn.com

President

KenTel Inc.

13417 Highway 144 Lot 1 Fort Morgan, CO 80701


9:16 AM Wed Apr 15
63%
trutec.ai
Changed
How To
Hatching 0
Stop Bars 0
White Lines 0
Yellow Lines 0
Double Yellow 0
Clear Counters
CUSTOM ITEMS
Just Mine
Full Company List
New custom items are private to you by default.
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2833 Colorado Blvd, Idaho Springs, CO 804
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Gate / Fence
Width 2 84.7 ft
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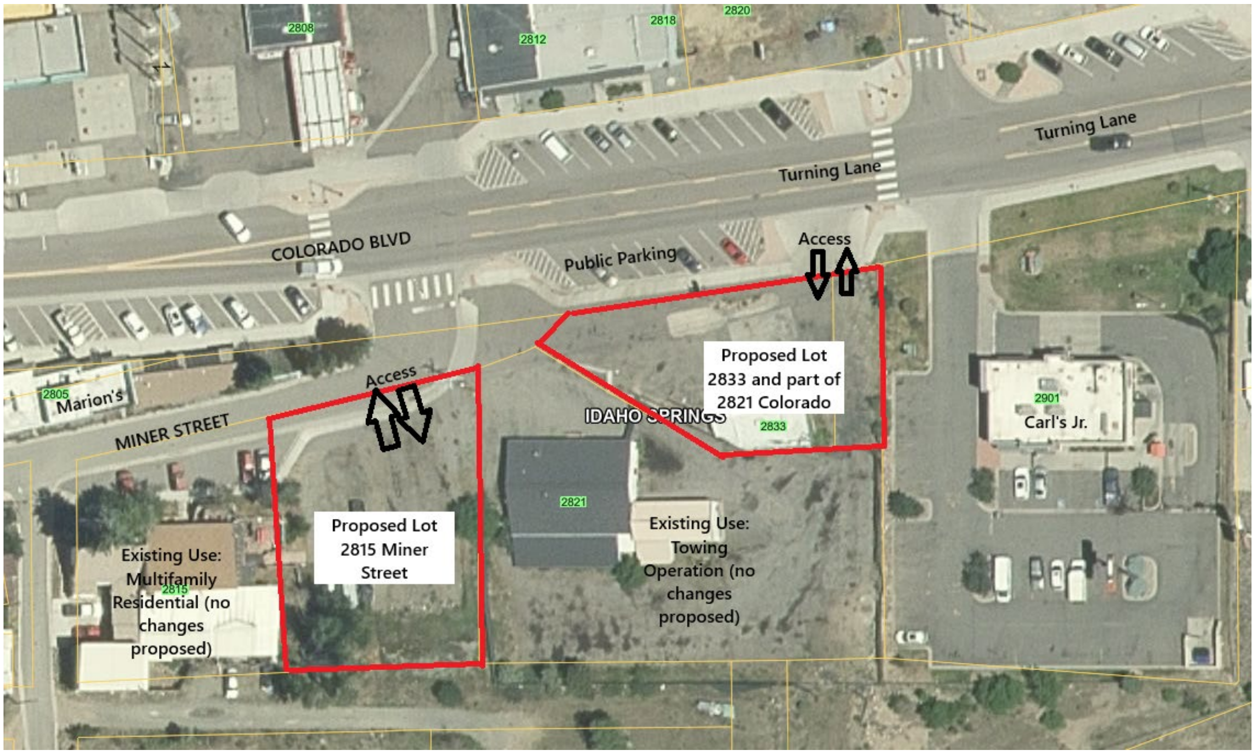
CUP26-002 – Vicinity Map:



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 10, Series 2026

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2833 AND 2821 COLORADO BOULEVARD WITH CONDITIONS

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

WHEREAS, Ken Nelson (the "Applicant") has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately twenty (20) parking spaces to be located at property known as 2833 and 2821 Colorado Boulevard, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the "Application") on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application is scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof shall be given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code ("ISMC"); and

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

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

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

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

Section 2. The City Council hereby determines that the proposed Conditional Use conforms to the relevant requirements of the ISMC, is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions.

Therefore, the Property is permitted a Conditional Use for a private parking facility with the following conditions and limitations:

1. No overnight parking is permitted on the Property between the hours of 2:00 A.M. and 6:00 A.M.
2. No storage uses are permitted on the Property.

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

EXHIBIT A

Legal description of property

IDAHO SPRINGS EAST END ANNEX TR & IMPS 471/561 472/384, P.M. 6^{th} Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

And

IDAHO SPRINGS EAST END ANNEX TR & IMPS #185448 556/90, P.M. 6^{th} Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 10, Series 2026

AN ORDINANCE DENYING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2833 AND 2821 COLORADO BOULEVARD

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

WHEREAS, Ken Nelson (the "Applicant") has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately twenty (20) parking spaces to be located at property known as 2833 and 2821 Colorado Boulevard, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the "Application") on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application was scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof was given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code ("ISMC"); and

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

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

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

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

Section 2. Findings. In accordance with Idaho Springs Municipal Code Section 21-105(F), the City Council hereby finds that the Applicant has failed to meet its burden of demonstrating that the following indicated Conditional Use approval criteria is/are met, for the reasons indicated:

> **Criteria 1:** The proposed use conforms to all requirements of this Article and all other applicable provisions and other development regulations, standards or requirements adopted by the City;
>
> Finding: [Council may insert any findings related to this criterion]

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

Finding: The City's Comprehensive Plan in the Land Use Element identifies the Property as "Regional Commercial." Regional Commercial is described as: "Uses that may have a regional draw." A parking lot use is not "a regional draw," and the Applicant has failed to establish how the proposal nonetheless conforms to the Comprehensive Plan or subsequently changed conditions.

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

Finding: A traffic study or analysis was not presented that assessed the impact that the use would have on the roadway system or on adjacent properties. Traffic in the immediate vicinity of the proposed use will likely be impacted because of additional cars turning into and out from the Property. Additionally, no study or analysis of noise or lighting impacts (headlights, site lighting, other) from the proposed parking lot use was presented. Details concerning hours of operation are not presented in the Application. The Applicant has failed to present credible evidence that the proposed use will not result in impacts to adjacent properties similar to those caused by permitted uses in the C-2 zone district.

Section 3. Decision. Based on the Findings set forth herein, the Application to allow the operation of a private parking facility containing approximately twenty (20) parking spaces at property known as 2833 and 2821 Colorado Boulevard is denied.

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, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

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Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

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And

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IDAHO SPRINGS
CITY COUNCIL STAFF REPORT

<table>
<tr><td>Meeting Date: Monday, July 13, 2026</td><td>Page 1 of 5</td><td rowspan="2">Item:
CUP26-003 - Conditional Use Permit for a Parking Lot Use at 2815 Miner Street</td></tr>
<tr><td colspan="2">Presented by:
Dylan Graves
Community Development Planner</td></tr>
</table>

PROPOSAL:
This is a request for a Conditional Use Permit (CUP) to allow for a paid parking lot use to be established at 2833 Colorado Boulevard and 2821 Colorado Boulevard, with approximately 15 parking spaces.

The Idaho Springs Municipal Code (ISMC) identifies parking as an accessory use, not as a primary use. Parking is not a primary use in any current zone district established in the ISMC. If approved, this application would allow parking to be established as a primary use at the subject property.

It is anticipated that the use will function similar to a public parking lot that the city operates. Patrons would enter the site, pay for parking, and continue to their destination. Because the parking lot use would not be part of the city's parking system, management, monitoring, maintenance, and enforcement would be performed by the private property owner.

ATTACHMENTS:
1. Applicant Cover Letter
2. Proposed Concept Site Plan

BACKGROUND:
The subject property is located within the East End Overlay District (EEOD) and is zoned Commercial Two (C-2). The property currently has a small apartment complex on the western side of the property. No changes to this use are proposed. The parking use is anticipated to take up the eastern half of the lot, which is currently vacant and was previously used as a storage area for the towing company that previously occupied the adjacent property. This portion of the lot has been vacant since that towing use left in 2024. It is not yet clear how the private lot will be managed. Since it is on private property and is not being leased to the city as part of the city's managed parking system, the private property owner will have full responsibility for maintenance, management, operations, and enforcement. The applicant has stated that 15 spaces could be accommodated at this site. Access is via Miner Street.

Adjacent uses include a multifamily residential apartment complex to the west, a towing and storage use to the east, residential to the south, and Marion's restaurant to the north.

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

PLANNING COMMISSION ROLE:
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after conducting its own public hearing after Planning Commission has moved to recommend either approval or denial.

The City of Idaho Springs Planning Commission reviewed this application on June 4, 2026. The Planning Commission voted to recommend approval of the subject application by a vote of 3-1.

PUBLIC NOTICE

In accordance with the public notice requirements found in Sec. 21-86 of the ISMC, 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.

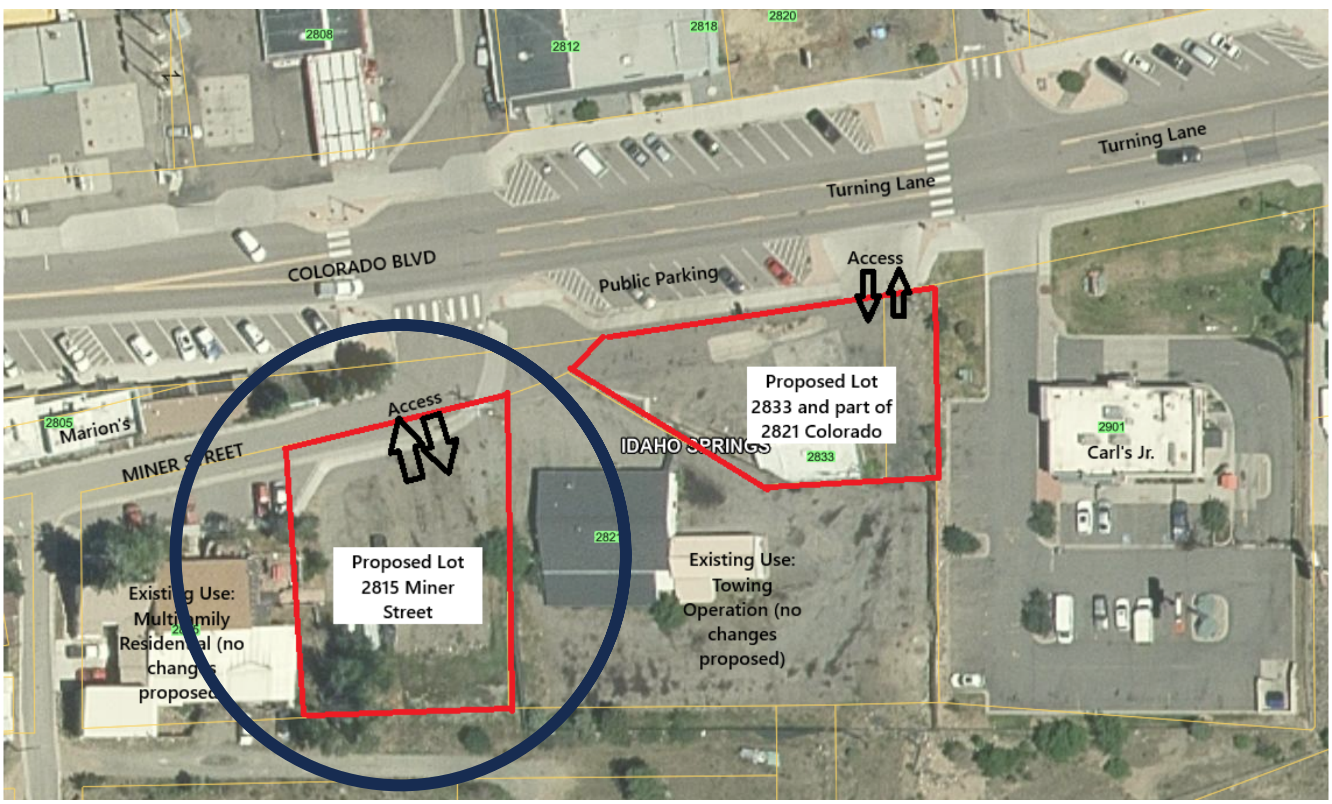
CRITERIA FOR APPROVAL

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

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

   ACCESS:

The sole access to this parking lot would be via Miner Street. There is an existing driveway pan located on the property where patrons would access the parking lot:



PARKING LOT AND PARKING SPACE DIMENSIONS:

The applicant has proposed 15 parking spaces at the subject property, each meeting the minimum parking space dimensional requirements found in the ISMC (8.5' x 18'). The drive lane proposed within the site is 24' wide. The parking lot is already paved and appear to meet the city's standards for surfacing.

TRAFFIC GENERATION:

A traffic study or analysis was not performed to assess the impact that the use would have on the roadway system or on adjacent properties. However, discussing the application with the city's engineer and the city's public works director, they did not have concerns about a significant increase in traffic beyond what Miner Street and the intersection of Miner and Colorado Boulevard could handle. No comments expressing concern were provided. Colorado Boulevard has a turning lane in this vicinity to allow vehicles to turn left across eastbound traffic onto Miner Street. The applicant stated that the use itself would not generate additional traffic into the city because parking is not a draw in itself; rather, it is used to accommodate people coming to the city to go to other businesses. Staff agree that the use itself is unlikely to generate additional traffic in general but want to note that traffic in the immediate vicinity of the use may be impacted because of additional cars turning into and out of the property.

Compared to other uses historically present on the property, staff believe it will likely have a similar impact to these uses. In downtown Idaho Springs, the average length of stay in a parking spot is about 2.5 hours across all days and months. Since public parking is managed for eight hours from 10 a.m. to 6 p.m., this means that the average space turns over ~4-5 times on a busy day. This may be somewhat different on the East End where the demand for parking differs slightly, but if we take the average turnover for downtown and apply it here, it means that on a busy day, the lot could see a little more than 100 vehicles per day. According to the *ITE Trip Generation Manual*, a coffee shop, fast food restaurant, or gas station is likely to generate more average daily trips (ADTs) than what is anticipated for a typical parking lot use. So, based on the *Trip Generation Manual*, we could expect to see that many of the uses allowed by-right would generate greater daily and peak-hour trip activity than a parking lot use on its own. However, the parking facility may still generate notable circulation and turnover impacts, especially during peak tourism periods. However, it must be noted that these estimates are not based on a traffic engineer's analysis, so their accuracy cannot be confirmed.

WATER/WASTEWATER/WASTE MANAGEMENT:

No water or wastewater facilities are proposed for this site. No toilets or other public facilities are proposed as part of the current use of the land. Staff do not believe that these items are necessary for the operation of a private parking lot.

Overall Takeaways for Criterion #1:

Staff believe that the proposed use meets Criterion 1, though as noted there will be some increase in traffic associated with the project in the direct vicinity of the property. As analyzed above, the use of the site as a parking lot is unlikely to cause additional traffic impacts as compared to other uses that would be allowed by-right on the property though the use of the property. The demand for this property likely depends on the demand for other destinations and services in the city (such as VCMP, the MACC, and other tourist-oriented businesses), so it is likely to have more impact on busy tourist days (e.g. weekends in the summer) and less of an impact at other times.

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

The City's Comprehensive Plan in the Land Use Element identifies the subject parcel as "Regional Commercial." Regional Commercial is described as:

Uses that may have a regional draw. This includes retail and office uses of any size, hotels, public facilities and schools, tourism services and hospitals. Multifamily residential could also be appropriate in this category in the Exit 240 Area and some areas of the East End.

Staff believe that a private parking lot use would fit within the category of tourism services. The use is not a regional draw itself, but would help provide parking for other regional draws in the city. The area currently consists largely of highway service commercial developments including food and beverage, retail, service and lodging establishments, but now also serves the Mighty Argo Cable Car (MACC) and the Virginia Canyon Mountain Park (VCMP), two new uses that are generating additional traffic on the east side of the city and are requiring additional demand for parking. The use proposed with this Conditional Use permit application would increase parking capacity on the East side of the city, supporting businesses on that end of Idaho Springs. Since the area in question is currently vacant and generating no revenues, generating revenue and providing additional parking supply could help the city and East End businesses further the economic development goals found in the Plan.

The Comprehensive Plan identifies parking as a key ongoing issue for the city that is limiting potential economic growth. The construction of ~15 parking spaces increasing the supply of parking spaces on the East End of the city to hopefully lessen parking demands that have increased over the past few years.

The subject parcel is part of the East End Overlay District (EEOD) and was included in the East End Action Plan (EEAP) from 2017. One of the goals of the EEAP is to find beneficial uses for vacant and underutilized land. While parking may not be an optimal use for a commercial property long-term, it can help accommodate economic development on other properties in the city's East End. Additionally, the parking lot could be redeveloped in the future for a more "intensive" use if the property owner decided to go a different direction, keeping the property flexible as community needs and goals continue to evolve.

At the June Planning Commission meeting, there was some discussion about how the proposed use fits within the city's long-term goals for the area. While there are clear benefits in the short-term and medium-term, as discussed above, there was discussion about whether parking as a primary use on the property is the highest and best use. Approval of this CUP would not preclude redevelopment of these sites. The property owner has stated that the establishment of a parking lot use on the property maintains flexibility for future redevelopment, as compared to if a new structure was built on-site.

Staff believe that a parking lot use generally fits within the city's Comprehensive Plan by providing excess parking for other businesses on the East End, supporting those businesses and the city's Virginia Canyon Mountain Park. It would allow for ease of redevelopment in the future should market conditions and community priorities shift and bring additional demand for other commercial ventures. That said, parking is not a regional commercial draw in itself, which is the goal for commercial property in this area.

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

Staff do not believe that the proposed use would result in impacts on adjacent properties which are significantly different in nature, type, or extent than impacts caused by the above-mentioned uses that could potentially be developed on-site. The primary potential impact will be to traffic in the immediate vicinity of the property access point. This could have minor impacts on patrons of other businesses if there is additional congestion in this area. The nature of parking tends to be relatively consistent with few peaks throughout the day. Other impacts could include noise from vehicles on-site, though any commercial use is likely to generate noise from visitors to the property. The applicant did not provide anticipated hours of operation, though the typical demand for parking is much higher during the day than at night. It is unclear if any overnight parking would be permitted on the property, but staff would like to note that long-term storage of vehicles on the property would not be permitted as part of the Conditional Use Permit and outdoor storage would not be permitted in the C-2 zone district, so an additional Conditional Use application would be needed to engage in a storage use. The application in question is specifically for short-term parking of vehicles, similar to any of the city-owned properties that operate as public parking lots.

REFERRALS

This application was referred to the Idaho Springs Engineer, Idaho Springs Police Department, the Clear Creek Fire Authority, and relevant referral contacts for utility companies including Xcel, Comcast, and Lumen, for review and comment.

Ed Sigward responded on behalf of the Public Works Department. He did not have any issues with the proposed use. Nathan Skalak from JVA did not provide any comments related to this application. Jeremy Jones from the Fire Authority also provided comments, indicating that there were no issues with the application as proposed. Chief Buseck from the Idaho Springs Police Department did not provide comments.

POTENTIAL CONDITIONS:

The Planning Commission recommended two conditions of approval for this project:

1. No overnight parking is permitted on the property between the hours of 2:00 A.M. and 6:00 A.M.
2. No storage uses are permitted on the property.

PLANNING STAFF RECOMMENDATION:

Staff generally support the application, with the only potential concern revolving around traffic impacts in the immediate vicinity of the project, though staff note that traffic impacts are unlikely to be significantly different from by-right uses in the C-2 district. The other note is on Comprehensive Plan compliance. While the proposed use meets aspects of the Comprehensive Plan and can support commercial enterprise on the East End of the city, it is not a regional commercial draw that the city hopes to promote in the long-term. Ultimately, city staff support approval of the proposed Conditional Use Permit to allow private parking lot use to be established at 2815 Miner Street.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2026

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2815 MINER STREET WITH CONDITIONS

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

WHEREAS, Ken Nelson (the "Applicant") has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately fifteen (15) parking spaces to be located at property known as 2815 Miner Street, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the "Application") on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application is scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof shall be given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code ("ISMC"); and

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

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

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

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

Section 2. The City Council hereby determines that the proposed Conditional Use conforms to the relevant requirements of the ISMC, is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions.

Therefore, the Property is permitted a Conditional Use for a private parking facility with the following conditions and limitations:

1. No overnight parking is permitted on the Property between the hours of 2:00 A.M. and 6:00

A.M.

2. No storage uses are permitted on the Property.

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

EXHIBIT A

Legal description of property

IDAHO SPRINGS EAST END ANNEX TR & IMPS P.M. 6th Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2026

AN ORDINANCE DENYING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2815 MINER STREET

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

WHEREAS, Ken Nelson (the "Applicant") has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately fifteen (15) parking spaces to be located at property known as 2815 Miner Street, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the "Application") on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application was scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof was given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code ("ISMC"); and

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

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

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

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

Section 2. Findings. In accordance with Idaho Springs Municipal Code Section 21-105(F), the City Council hereby finds that the Applicant has failed to meet its burden of demonstrating that the following indicated Conditional Use approval criteria is/are met, for the reasons indicated:

> **Criteria 1:** The proposed use conforms to all requirements of this Article and all other applicable provisions and other development regulations, standards or requirements adopted by the City;
>
> Finding: [Council may insert any findings related to this criterion]

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

Finding: The City's Comprehensive Plan in the Land Use Element identifies the Property as "Regional Commercial." Regional Commercial is described as: "Uses that may have a regional draw." A parking lot use is not "a regional draw," and the Applicant has failed to establish how the proposal nonetheless conforms to the Comprehensive Plan or subsequently changed conditions.

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

Finding: Adjacent property uses include residential uses to the west and south of the Property. A traffic study or analysis was not presented that assessed the impact that the use would have on the roadway system or on adjacent properties, including these adjacent residential uses. Traffic in the immediate vicinity of the proposed use will likely be impacted because of additional cars turning into and out from the Property.

Additionally, no study or analysis of noise or lighting impacts from the proposed parking lot use was presented. Details concerning hours of operation are not presented in the Application. The Applicant has failed to present credible evidence that the proposed use will not result in impacts to adjacent properties similar to those caused by permitted uses in the C-2 zone district.

Section 3. Decision. Based on the Findings set forth herein, the Application to allow the operation of a private parking facility which will contain approximately fifteen (15) parking spaces to be located at property known as 2815 Miner Street is denied.

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, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

____

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

EXHIBIT A

Legal description of property

IDAHO SPRINGS EAST END ANNEX TR & IMPS P.M. 6^{th} Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

CITY OF IDAHO SPRINGS
WATER ACTIVITY ENTERPRISE
Clear Creek County, Colorado

Ordinance No. 12, Series 2026

AN ORDINANCE AMENDING THE BASE RATE FOR WATER AND SEWER SERVICE TO OUT-OF-CITY COMMERCIAL CUSTOMERS TO CORRECT AN ERROR IN THOSE 2026 RATES AND MAKING CONFORMING AMENDMENTS TO THE IDAHO SPRINGS MUNICIPAL CODE

WHEREAS, pursuant to Chapter 12 of the Idaho Springs Municipal Code ("Code"), the City maintains its water and wastewater facilities as an enterprise known as the Idaho Springs Water Activity Enterprise (the "Enterprise"); and

WHEREAS, the City Council, acting as the governing body of the Enterprise, periodically reviews the rates and charges imposed for water and sewer services and evaluates the adequacy of the same to provide safe and reliable service to existing and projected future users; and

WHEREAS, voters approved on November 8, 2022 City Ballot Question 2B to enact a one percent (1%) sales tax increase to be fully dedicated to water and wastewater improvements and to reduce the impact of rate increases on users; and

WHEREAS, as a result of this new sales tax and in accordance with the recommendations of the Water and Wastewater Financial Plan, Cost of Service and Rates presentation previously provided to City Council by JVA Consulting Engineers and Raftelis Financial Consultants, the City Council adopted 2026 water and sewer rates by Ordinance No. 1, Series 2026, with the goal of adopting a three percent (3%) increase in water rates and a two percent (2%) increase in sewer rates in 2026; and

WHEREAS, it has subsequently been discovered that Ordinance No. 1, Series 2026, contained two unintentional errors, both concerning the base rate to be charged to out-of-city commercial customers for water and sewer service, respectively; and

WHEREAS, the erroneous base rates represent rate adjustments for out-of-city commercial customers that are lower than needed to reach the desired percentage adjustment for all customers and must therefore be corrected to fairly distribute the costs of operating the water and wastewater utilities amongst all customers, as originally intended; and

WHEREAS, the City Council therefore wishes to adjust the base rate for services rendered to out-of-city customers to correct the errors in such rates contained in Ordinance No. 1, Series 2026, as further set forth herein.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, acting also as the governing body of the Enterprise, as follows:

Section 1. The above and foregoing recitals are expressly adopted as findings of the City Council.

Section 2. Subsection (C) of Section 12-122 of the Code is hereby amended as follows:

(C) The bimonthly service charge is based upon the size and type of the meter and applies to all services connected to the City system at any time during the billing period. The bimonthly service charge for all services (not including fire services) is an amount set forth below, multiplied by the multiplier established for such premises pursuant to Section 12-61 of this Chapter. The bimonthly service charge shall be imposed upon each active tap regardless of whether any water is taken from the City system during the billing period.

Bi-Monthly Base Rate	***Inside City & Chicago Creek***	***Outside City***
Residential	$87.90	$175.81
Commercial	$135.23	~~$270.43~~ $273.08

Section 3. Subsection (C) of Section 12-182 of the Code is hereby amended as follows:

(C) The bi-monthly service charge for all services (not including fire services) is an amount set forth below, multiplied by the multiplier established for such premises pursuant to Section 12-61 of this Chapter. The bi-monthly service charge shall be imposed upon each active tap regardless of whether any wastewater is discharged from the premises to the City system during the billing period.

Customer Class	Bi-Monthly Base Rate		
	Inside City	Outside City	Chicago Creek Sanitation District
Residential	$68.29	$136.55	$68.29
Commercial Low Strength	$136.55	~~$270.43~~ $273.08	$136.55
Commercial High Strength	$136.55	None accepted	$136.55

Section 4. The rates enacted by this Ordinance shall be invoiced for the service period commencing on August 1st, 2026 after the effective date of this Ordinance and subsequently invoiced by the City in October of 2026.

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

Section 6. Any and all Ordinances or Code provisions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of June, 2026.

____
Charles 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 13th day of July, 2026.

____
Charles Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 13, Series 2026

AN ORDINANCE AMENDING SUBSECTION 17-54(C) TO REMOVE CHARCOAL GRILL FIRES FROM THE LIST OF FIRE BAN EXEMPTIONS

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 C.R.S. § 31-15-401(1)(q), the City Council ("Council") possesses the authority to do all things expedient and necessary to control fires within the City, including the authority to ban and restrict the permissible location of fires; and

WHEREAS, pursuant to this authority, the Council previously enacted Section 17-54 of the Idaho Springs Municipal Code ("Code") to authorize the Chief of Police of the Idaho Springs Police Department to declare fire bans when necessary to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, Code Section 17-54 also provides a list of fires that are exempt from any fire ban that the Chief of Police might declare, including "[c]harcoal-fueled fires contained within grills"; and

WHEREAS, currently, the State of Colorado is experiencing the on-going impacts of an historically dry winter and spring, and many local jurisdictions have adopted fire bans in an effort to curb the risk of wildfires; and

WHEREAS, Clear Creek County is currently imposing a Stage 1 Fire Ban that prohibits *inter alia* the use of "charcoal grills," while the City expressly allows the use of such grills under the City's current open fire ban due to the permanent exemption granted to such grills under Code Section 17-54(C); and

WHEREAS, the Council finds that, while the City is not *required* to adopt and enforce precisely the same fire ban provisions as the County or other area jurisdictions, it may often be appropriate to do so and allowing the Chief of Police the discretion to choose whether circumstances at any given time warrant the prohibition of charcoal grill fires would be reasonable and prudent; and

WHEREAS, the Council therefore wishes to amend Code Subsection 17-54(C) to remove charcoal-fueled grill fires from the list of permanent fire ban exemptions.

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

Section 1. Subsection 17-54(C) of the Idaho Springs Municipal Code, concerning fire ban exemptions, is hereby amended as follows:

Sec. 17-54. Fire Bans.

(c) The following fires shall be exempt from any ban imposed under this Section:

(1) Fires contained within liquid-fueled or gas-fueled stoves or chimneys;

(2) Fires in fireplaces or stoves within all buildings;

(3) ~~Charcoal-fueled fires contained within grills;~~

~~(4)~~ City-approved public fireworks displays;

(4 ~~5~~) Fires used to inflate and propel hot air balloons; and

(5 ~~6~~) Fires authorized by a Fire Protection District, United States Forest Service or Clear Creek County pursuant to a properly issued burn permit or equivalent U.S. Forest Service administrative approval.

Section 2. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of June, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of July, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____
Jennie Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

ORDINANCE No. 14, Series 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS GRANTING THE RENEWAL OF A NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE USE OF CITY RIGHTS-OF-WAYS WITH COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

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

WHEREAS, pursuant to its police powers and C.R.S. § 31-15-401, the City, acting by and through its City Council (the "City Council"), is authorized to adopt ordinances for the protection of the public health, safety, or welfare; and

WHEREAS, the City may grant nonexclusive franchises to cable television providers; and

WHEREAS, the City is authorized generally pursuant to C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction; and

WHEREAS, the City previously approved the renewal grant of a non-exclusive Franchise Agreement to Grantee's successor in interest, Comcast of Colorado IX, LLC for its construction and operation of a cable television system within the City; and

WHEREAS, as the successor in interest to Comcast of Colorado IX, LLC, the Comcast entity that currently holds the Franchise in the City is Comcast of California/Colorado/Florida/Oregon, Inc ("Grantee" or "Comcast").; and

WHEREAS, the term of the prior Franchise Agreement has expired; and

WHEREAS, the City and Comcast have previously agreed to continue operating under the existing franchise on a month-to-month basis until a new franchise is adopted or until the current agreement is otherwise terminated pursuant to applicable law; and

WHEREAS, Comcast has preserved its right of renewal by timely filing a request with the City to activate the formal process for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 ("Cable Act"); and

WHEREAS, Comcast is agreeable to continuing providing such services in the City, and has made application to the City for a cable franchise renewal;

WHEREAS, the City has reviewed Comcast's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Comcast, and has determined that Comcast's plans for operating and maintaining its cable system are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, as required by the federal Cable Act, the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable service, and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational and Governmental Access programming) and quality customer service; and

WHEREAS, diversity in cable service programming is an important policy goal and the Comcast cable system should offer a wide range of programming services; and

WHEREAS, the City Council desires to grant to Comcast, and Comcast desires to accept, the terms and conditions herein set forth for the use of City-owned rights-of-way, of City-owned utility easements, and of rights-of-way and access easements dedicated and accepted for public use by the City in installing and operating a cable system in the City in accordance with applicable law and the provisions of the Cable Franchise Agreement by and between the City of Idaho Springs, Colorado and Comcast of California/Colorado/Florida/Oregon, Inc., submitted to the City Council; and

WHEREAS, after due evaluation, the City Council has determined that it is in the best interest of the City and its residents to grant a cable franchise renewal to Comcast for a term of ten (10) years as provided in the Cable Franchise Agreement between the City and Comcast.

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

Section 1. Approval. The City Council hereby approves the Cable Franchise Agreement by and between the City of Idaho Springs, Colorado and Comcast of California/Colorado/Florida/Oregon, Inc. as submitted to the City Council, in the form attached as **Exhibit 1**.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The City Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the Idaho Springs, City Council held on the 22nd day of June 2026.

____

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the Idaho Springs, City Council held on this 13th day of July 2026.

____

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

____

Jennie Kim, City Clerk

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC. AND THE CITY OF IDAHO SPRINGS, COLORADO

CABLE FRANCHISE AGREEMENT

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COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC. AND CITY OF IDAHO SPRINGS, COLORADO

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.2 "Administrator" means the City Administrator of the City or their designee.

1.3 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.8 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.10 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201, *et seq*.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 "City" is the City of Idaho Springs, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.15 "City Council" means the City Council or its successor, the governing body of the City of Idaho Springs, Colorado.

1.16 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.17 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.18 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.21 "FCC" means the Federal Communications Commission.

1.22 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.25 "Franchise Fee" means that fee payable to the City described in subsection 3.1 (A).

1.26 "Grantee" means Comcast of California/Colorado/Florida/Oregon Inc. or its lawful successor, transferee or assignee.

1.27 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- any taxes or fees on services furnished by Grantee imposed by any municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro* *rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.28 "<u>Headend</u>" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 "<u>Person</u>" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.30 "<u>Premium Service</u>" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.31 "<u>Residential Subscriber</u>" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.32 "<u>Right-of-Way</u>" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, and easements. Parks, trails, open space and ditch property are not right-of-way; provided however that any public utility easements within such properties may be utilized by Grantee in accordance with their specific terms.

1.33 "State" means the State of Colorado.

1.34 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.35 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.36 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.37 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.38 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.39 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.40 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

(1) ***Exhibit A,*** titled ***Report Form***.
(2) ***Exhibit B,* titled *Customer Service Standards***

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions, for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the City's ordinances and laws;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-

Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City-established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on ________, 2026 (the "Effective Date"), and shall terminate on _________, 2036, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise of City's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(2) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(3) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within 60 days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon 30 days prior written notice, the City, including the City's Auditor or their authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed $7,500 for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the City's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the City through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least 90 days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City with advance written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to its course of action. Upon receipt of such notice, the City shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. § 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the City to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to City Hall. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout City Hall, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The City may make a separate election for each account or line of service identified in the notice (for example, the City may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the City.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within 120 days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.9 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City. Grantee shall not be obligated to indemnify the City to the extent of the City's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for the City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or their assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than $1 million per occurrence and $1 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of $1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the City, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide, within 30 days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of $15,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at $15,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the City as set forth in Subsections 5.4 (A) and (B) above, if the City is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims referenced in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the City.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion acting by ordinance or resolution. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit B. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within 60 days after written request from the City, Grantee shall place the City’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City’s Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days' written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within 60 days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within 30 days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the City a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the City to Grantee; and,

(4) Such other information as reasonably requested by the City.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), may, at the City's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather & information;

(C) National and international news, weather and information;

(D) Colorado sports;

(E) National and international sports;

(F) General entertainment (including movies);

(G) Children/family-oriented;

(H) Arts, culture and performing arts;

(I) Foreign language;

(J) Science/documentary;

(K) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four consecutive days without prior approval of the Administrator, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People With Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

9.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

9.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

9.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

9.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

9.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

9.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

9.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

9.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

9.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

9.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

9.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

9.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within 48 hours after any City bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

9.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

9.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

9.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners or owner's association of the Multiple Dwelling Units.

9.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
>
> Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
>
> Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.
>
> Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

9.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

9.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

9.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

9.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

9.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

9.22 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

9.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

9.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

9.25 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

9.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at their own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

9.27 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

9.28 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

9.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 10. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

10.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of one hundred (100) Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

10.2 Technology Assessment

(A) The City may notify Grantee on or after five years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation /or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. § 546.

10.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than 30 days following receipt of a request.

10.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

10.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

10.6 Cable System Performance Testing

(A) Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the City with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one year, and individual Subscriber complaints from the City for a period of at least three years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

10.7 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 11. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 32 residences per mile of Cable System plant. If the residential density is less than 35 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 32. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 12. FRANCHISE VIOLATIONS

12.1 Procedure for Remedying Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the City's position.

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.**12.2 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at is own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within 30 days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

12.3 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

12.4 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

12.5 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

12.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

12.7 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 13. FRANCHISE RENEWAL AND TRANSFER

13.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then-current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the City shall continue to comply with all obligations and duties under the Franchise.

13.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the City fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 14. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of California/Colorado/Florida/Oregon Inc.
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The City's address shall be:

City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
Attn: City Administrator

With a copy to:

City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
Attn: City Attorney

15.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

15.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

15.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

15.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Jefferson County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Idaho Springs, Colorado this ___ day of ________, 2026.

ATTEST:	CITY OF IDAHO SPRINGS, COLORADO:
______________________________	______________________________
City Clerk	Mayor
APPROVED AS TO FORM:	RECOMMENDED AND APPROVED:
______________________________	______________________________
City Attorney	City Administrator

Accepted and approved this _____ day of _________, 2026.

COMCAST OF CALIFORNIA/COLORADO/ FLORIDA/OREGON INC.

____

Name/Title: ______________________________

EXHIBIT A: REPORT FORM

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending ___________, Year
IDAHO SPRINGS, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

EXHIBIT B: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Idaho Springs (the "City" or "Franchise Authority") area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the City's assessment of the needs of citizens, the City has adopted, modified and created standards specially tailored to the City, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the "CCUA").

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CITY OF IDAHO SPRINGS

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these

Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Idaho Springs.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" means the City of Idaho Springs, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. <u>Guaranteed Seven-Day Residential Installation</u>

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. <u>TV Reception</u>

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator’s website (and in Spanish, when requested by the customer):

   a. Products and services offered by the Cable Operator, including its channel lineup;

   b. The Cable Operator's complete range of service options and the prices for these services;

   c. The Cable Operator's billing, collection and disconnection policies;

   d. Privacy rights of customers;

   e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

   f. Use and availability of parental control/lock out device;

   g. Special services for customers with disabilities;

   h. Days, times of operation, and locations of the service centers;

2. At a Customer’s request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include

at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to their options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises their right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable

Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express their preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view their Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer’s account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer’s first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority

notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars ($100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: June 22, 2026
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Staff and I participated on June 22 in the review of the 30 percent design plans for the Mobility Hub Project.
- Attended on June 23 a liability training sponsored by CIRSA in Westminster.
- The Mayor attended the annual conference of the Colorado Municipal League on June 23 through 25 in Westminster.
- Dylan, Ed and I participated on June 29 in a site visit at the Fieldhouse Apartments regarding final improvements and approvals.
- Staff and I met on June 29 regarding the Rural Technical Assistance Program sponsored by the Colorado Outdoor Recreation Industry Office. The Program provides planning and strategy assistance for outdoor recreation and main street development in rural communities. The City is preparing an application that is due August 7.
- Sadie, Nate and I met on June 30 regarding crisis management and communications planning for tourism-based economies.
- The Mayor, staff and I attended on July 7 the periodic progress meeting regarding the Mobility Hub Project.
- The Mayor, staff and I met on July 7 with Carla Cole regarding playground improvements at Courtney-Ryley-Cooper Park.
- The Mayor, Guy and I met on July 8 with CEBT regarding employee benefit costs and strategy for 2027.
- The Department Heads and I participated on July 8 in the annual CIRSA risk control audit and property survey.

Upcoming Events:

- A Comprehensive Plan Update Open House will be held on Tuesday, July 14 from 5:00 to 7:00 p.m. at City Hall.
- A special meeting of the Planning Commission will be held on Monday, July 20 at 5:30 p.m. regarding the Final Development Plan for the former Carlson Elementary School property.

Administrative Department

TO:	City Council
CC:	City Administrator Andrew Marsh
FROM:	Guy Patterson | Assistant City Administrator
DATE:	7/13/2026
SUBJECT:	Assistant City Administrator Report
ATTACHMENTS:	None

Water Meter Radio Reading

Some time ago, the City purchased R900 Gateway radio receivers to be used with the Neptune 360 software platform for water utilities. Combined, the system creates an AMI (Advanced Metering Infrastructure) which is a complete smart meter network that automatically collects water meter readings without anyone having to drive or go on the property. It can produce up-to-the-second data on meters.

The City has installed the first R900 above the Charlie Taylor water-wheel waterfall and it's operational and is reporting 855 meters received and 143 not received. Before the end of the month, staff will begin training on the Neptune 360 software. Before fall, it's expected that more R900 units will be installed with the goal of reading over 90% of the city water meters. This will all aid in the goal of moving the City to monthly water billing beginning January 2027.

Virginia Canyon Mountain Park (VCMP) Plan Update

As Council recalls, staff was directed to revisit the VCMP plan. While the "plan" is more a collection of maps and reports, nonetheless, City Planner Dylan Graves and I are beginning to investigate the following issues:

- Hiking trails
    - Buildable on current land
    - Future builds on acquired land or easements
    - Re-program proposed bike trails to hike trails
- Inventory of surrounding properties and property owners.
- Identification of potential property acquisition via purchase or crossing by easement.
- Maintenance plan/practices and associated budget.
- Bellevue connection (hiking and/or biking)
- Total price tag and phasing options

Councilwoman Reagon On-boarding

On Monday, June 29th, I met with Councilwoman Reagon to give her an introduction to various aspects of City finances including the relevant sections of TABOR, the FY-26 city budget, monthly financial reports, the FY-24 audit and a glossary of common municipal terms provided by CML

Office of the Deputy City Clerk

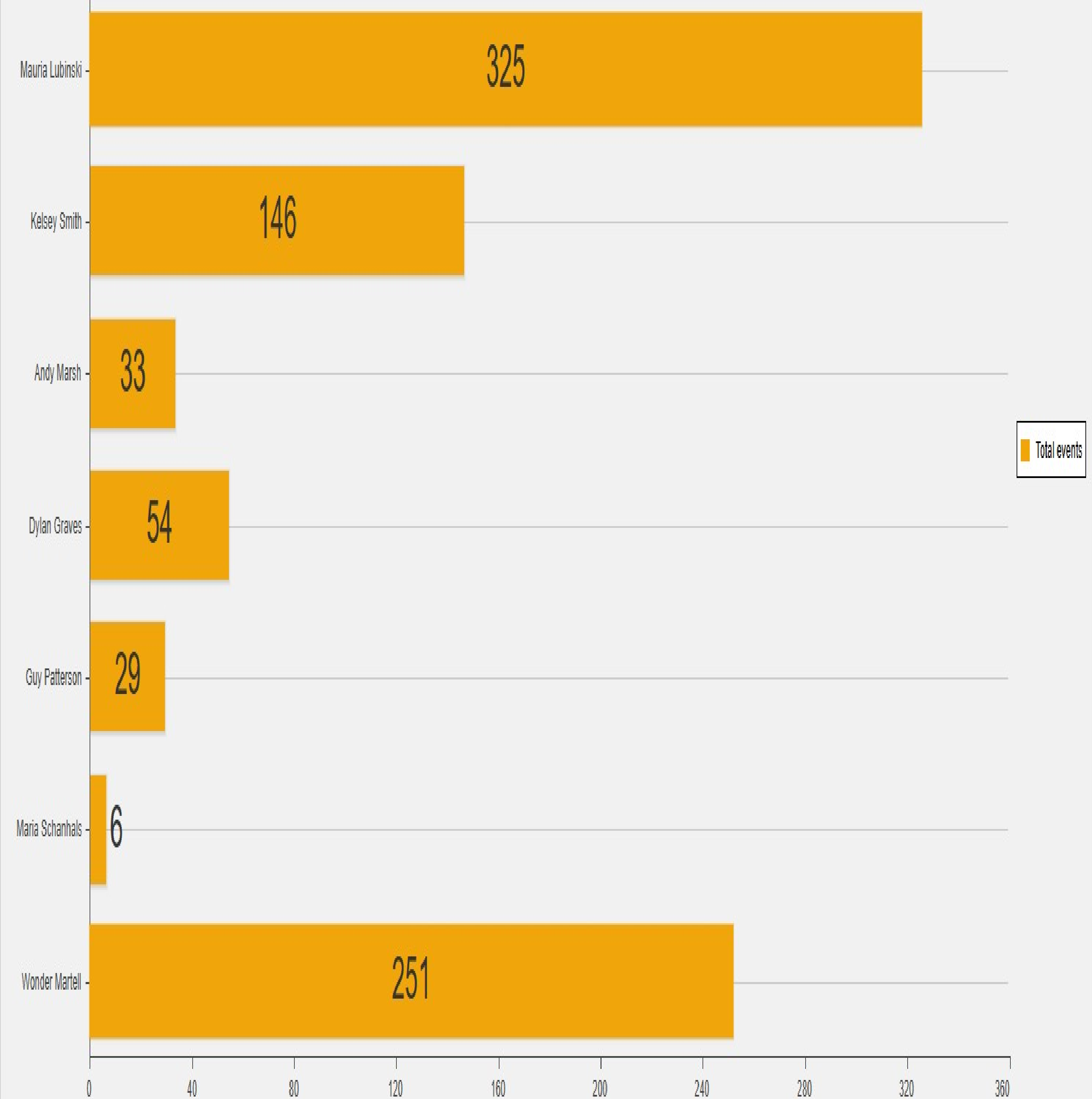
To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: July 13th, 2026
Subject: Staff Report Regular Meeting

- ✓ Building Permit Report June 2026. I processed 18 building permits in Idaho springs in the month of June.
- ✓ Phone Log data June 2026. City hall processed 844 phone calls during the 17 working days of June
- ✓ July bills have been issued and the rate increase is reflected in this bill (usage for April and May 2026). Summer averaging has been turned on for residential customers.
- ✓ The State has not released the sales tax data as of the morning of July 9th. I will provide that data in my staff report at the July 27th, 2026 city council meeting.
- ✓ I am away at my second year of Clerk School, and I look forward to seeing you all upon my return.

Permits Details

Permit Acceptance Date: 06-01-2026 - 06-30-2026

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		Commercial Remodel																		
	Permit Status		In Progress																		
06/11/2026	980 East Idaho Springs Road, Idaho Springs	26IDSP-00050	Roof Tech Restoration	Commercial Alteration						In Progress								No	$14,000.00	$595.73	$595.73
Count: 1																				**Total:** $14,000.00	
Count: 1																				**Total:** $14,000.00	
	Permit Type		Commercial Roof - Other																		
	Permit Status		Completed																		
06/11/2026	3407 Colorado 103, Idaho Springs	26IDSP-00051	Roof Tech Restoration	Commercial One Stop	06/11/2026	06/18/2026				Completed								No	$3,750.00	$100.00	$100.00
Count: 1																				**Total:** $3,750.00	
	Permit Status		In Progress																		
06/22/2026	1517 Miner Street, Idaho Springs	26IDSP-00054	Reitz Roofing, Inc	Commercial One Stop	06/22/2026					In Progress								No	$78,500.00	$1,277.50	$1,277.50
Count: 1																				**Total:** $78,500.00	
Count: 2																				**Total:** $82,250.00	
	Permit Type		Life Safety Inspection																		
	Permit Status		Completed																		
06/11/2026	1639 Miner Street, Idaho Springs	26IDSP-00052		One Stop	06/11/2026	06/12/2026				Completed								No	$75.00	$75.00	$75.00
Count: 1																				**Total:** $75.00	
	Permit Status		In Progress																		
06/30/2026	233 3rd Avenue, Idaho Springs	26IDSP-00061		One Stop	06/30/2026					In Progress								No	$75.00	$75.00	$75.00
06/30/2026	1637 Miner Street, Idaho Springs	26IDSP-00062		One Stop	06/30/2026					In Progress								No	$75.00	$75.00	$75.00
Count: 2																				**Total:** $150.00	
Count: 3																				**Total:** $225.00	
	Permit Type		Misc. Mechanical, Plumbing or Electrical																		
	Permit Status		Completed																		
06/22/2026	1302 Colorado Boulevard, Idaho Springs	26IDSP-00055	Local Electric LLC	One Stop	06/22/2026	06/26/2026				Completed								No	$1,200.00	$133.00	$133.00
Count: 1																				**Total:** $1,200.00	
	Permit Status		In Progress																		
06/10/2026	1969 Miner Street, Idaho Springs	26IDSP-00049	Local Electric LLC	One Stop	06/10/2026					In Progress								No	$7,500.00	$227.50	$227.50
Count: 1																				**Total:** $7,500.00	
Count: 2																				**Total:** $8,700.00	
	Permit Type		PV System - Commercial																		
	Permit Status		In Progress																		
06/22/2026	1744 Miner Street, Idaho Springs	26IDSP-00057	Photon Brothers Inc	Commercial Alteration	06/25/2026		06/22/2026	06/25/2026	07/07/2026	In Progress	Delivered	Approved with Comments	Safebuilt Plan Review	Electrical, Structural	Dennis Graham	1	3	No	$28,832.35	$1,000.00	$1,000.00
Count: 1																				**Total:** $28,832.35	
Count: 1																				**Total:** $28,832.35	
	Permit Type		Replacement Windows																		
	Permit Status		In Progress																		
06/24/2026	818 Miner Street, Idaho Springs	26IDSP-00059	Renewal by Andersen	One Stop	06/25/2026					In Progress								No	$10,773.00	$261.60	$261.60
06/24/2026	1102 Colorado Boulevard, Idaho Springs	26IDSP-00060	Champion Window Co of Denver	One Stop	06/25/2026					In Progress								No	$8,002.00	$220.03	$220.03
06/22/2026	904 Miner Street, Idaho Springs	26IDSP-00056	Renewal by Andersen	One Stop	06/23/2026					In Progress								No	$17,573.00	$363.60	$363.60
Count: 3																				**Total:** $36,348.00	
Count: 3																				**Total:** $36,348.00	
	Permit Type		Residential Roof - Asphalt																		
	Permit Status		Completed																		
06/01/2026	3301 Riverside Drive, Idaho Springs	26IDSP-00045	Gates Enterprises LLC	Residential One Stop	06/01/2026	06/12/2026				Completed								No	$3,775.00	$156.63	$156.63
06/08/2026	1229 Colorado Boulevard, Idaho Springs	26IDSP-00048	Beacon Restoration	Residential One Stop	06/08/2026	06/15/2026				Completed								No	$3,636.00	$154.54	$154.54
06/23/2026	116 Virginia Street, Idaho Springs	26IDSP-00058	Sundog Roofing & Exteriors	Residential One Stop	06/23/2026	06/29/2026				Completed								No	$12,100.00	$281.50	$281.50
Count: 3																				**Total:** $19,511.00	
	Permit Status		In Progress																		
06/01/2026	2136 Virginia Street, Idaho Springs	26IDSP-00046	DaBella Exteriors LLC	Residential One Stop	06/01/2026					In Progress								No	$18,000.00	$370.00	$370.00
Count: 1																				**Total:** $18,000.00	
Count: 4																				**Total:** $37,511.00	
	Permit Type		Siding																		
	Permit Status		Completed																		
06/01/2026	3301 Riverside Drive, Idaho Springs	26IDSP-00047	Gates Enterprises LLC	One Stop	06/02/2026	06/12/2026				Completed								No	$14,500.00	$317.50	$317.50
Count: 1																				**Total:** $14,500.00	
Count: 1																				**Total:** $14,500.00	
	Permit Type		Water Heater																		
	Permit Status		In Progress																		
06/17/2026	2219 Miner Street, Idaho Springs	26IDSP-00053	Balance Plumbing	One Stop	06/17/2026					In Progress								No	$4,500.00	$142.50	$142.50
Count: 1																				**Total:** $4,500.00	
Count: 1																				**Total:** $4,500.00	
	Total Permits: 18																			**Valuation Total:** $226,866.35	



Mauria Lubinski
325
Kelsey Smith
146
Andy Marsh
33
Dylan Graves
54
Guy Patterson
29
Maria Schanhals
6
Wonder Martell
251
Total events
0
40
80
120
160
200
240
280
320
360

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
https://www.idahospringsco.com/police-department

To: Chuck Harmon, Mayor
City Council
From: Nate Buseck, Chief of Police
Date: July 08, 2026
Subject: Staff Report for July 13, 2026

Request for Action: None

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

Upcoming Training:

Significant Incidents:

On June 25, 2026, ISPD officers responded to the 400 block of Virginia Street after a woman returned home from a trip to Alaska and found her husband unresponsive. Officers confirmed the male was deceased and notified the Clear Creek County Coroner's Office. The manner of death appears to have been the result of natural causes, and no foul play is suspected.

On June 27, 2026, an ISPD officer was patrolling within the City of Idaho Springs when he observed a vehicle exiting Interstate 70 without a front license plate. The officer also noticed the rear license plate was barely attached and hanging vertically. A traffic stop was initiated for the observed violations. During contact with the driver, the officer detected a strong odor of marijuana coming from the vehicle. The driver admitted there was marijuana and drug paraphernalia inside. A subsequent search of the vehicle resulted in the discovery of marijuana, drug paraphernalia, and personal-use quantities of cocaine and methamphetamine. The driver was issued a summons for unlawful possession of marijuana and marijuana concentrate, possession of an open marijuana container in a motor vehicle, two counts of unlawful possession of a controlled substance, possession of drug paraphernalia, and the applicable license plate traffic infractions.

On July 3, 2026, an ISPD officer responded to a gas station in the 1300 block of Miner Street following a report of a theft. The store clerk advised that a known local individual experiencing homelessness frequently visits the business and has been involved in multiple thefts. The clerk also reported that the individual had recently become confrontational with staff and requested that he be formally trespassed from the property. Later that day, the officer located the individual, issued him a summons for shoplifting, and served him with an official trespass notice.

On July 4, 2026, an ISPD officer observed individuals actively discharging fireworks near the intersection of 14th Avenue and Center Alley. The officer contacted the individuals, who admitted to setting off the fireworks. Both individuals were issued municipal summonses for the unlawful use of fireworks in violation of the current fire ban.

City of Idaho Springs Water Quality
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 7/13/2026
Re. STAFF REPORT PUBLIC WORKS / WATER FACILITIES DEPARTMENTs

CIRSA Inspections

July 4th prep and cleanup

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	ND	0.11	11.7	6.4

- Continued repairs on R#1

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (1.05)	<60	<80
Current	1.25	5	60%	Demand 1.75	32.65	37.87

- VSAS HMI operator training
- Sanitary survey preparation
- Montane Tank Construction – Zpypex treatment applied and 30 day wait time has begun

Distribution/ Collection

- Hydrant repair
- Sewer line cleaning
- Locates
- Tree trimming around Waste Plant

Streets

- Storm Drain cleaning
- Tree and Branch Trimming
- Sweeper/ Rock removal

Parks

- Fieldhouse Park inspection
- Cemetery headstone placement/ Urn internment
- Mowing / weed control 3.5 miles of greenway
- Sprinkler repairs

Building Maintenance

- Truck body repairs
- Flet oil changes/ tune up