



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, April 08, 2024 – 5:30 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY April 8th, 2024 5:30 p.m.**

- ❖ Recreation in the Outdoors Master Plan (ROMP)
- ❖ Train Coach Restoration Update
- ❖ Train Shelter Conceptual Design
- ❖ City Hall Interior Improvements
- ❖ Clear Creek Metropolitan Recreation District Requests

**IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION
INSTRUCTIONS**

The Public is able to view and hear this meeting remotely at the following address on the City's website:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>

PROCENT AND PLAN OVERVIEW

Recreation in the Outdoors Management Plan

Phase 1: Aligning Vision, Establishing Priorities, Creating Capacity.

Idaho Springs City Council | April 8, 2024



What is Recreation Management?

Recreation Management for these purposes, is the process of managing visitation & activity in outdoor spaces, primarily on public lands in a way that preserves, protects and strengthens land, wildlife and community.



ROMP Purpose & Vision

The Clear Creek County Recreation in the Outdoors Management Plan (ROMP) creates an aligned vision for outdoor recreation that enriches local communities and welcomes a diverse range of visitors in a way that protects and improves the integrity of the area's natural and cultural resources for the long term.



Goals

The integrity and preservation of natural and cultural resources



An authentic mountain culture and high quality of life for residents



A vibrant local economy supported by outdoor recreation.



A wide variety of high-quality recreation opportunities desired by and accessible to locals, residents, and visitors.



Resilient recreational amenities that reduce resource impacts and user conflicts.



A clearly communicated expectation that visitors will plan ahead to recreate safely and responsibly.



Report Structure

ROMP Structure

Management Framework: Adaptive Management

Recreation Management Priorities

- Trails Systems
- Creek Access
- Visitor & Destination Management
- Recreation Economy Planning

Recreation Management Principles: of Conservation & Sustainability





CHAPTER 1.

Recreation Management **Principle:** Conservation & Sustainability

Identifies core principles to apply to the management of existing and new recreational amenities

- Emphasizes conservation, available resources, regional and site-specific needs, best practices, et al.
- Prioritizes management of existing amenities first before consideration of new amenities
- Considers the purpose, need, benefits and impacts of potential new amenities
- Focuses on conservation and sustainability within each recreation management priority



CHAPTER 2.

Recreation Management **Priority:** Trail Systems

To appropriately manage the County’s trail system in alignment with the ROMP’s conservation and sustainability principles, a combination of strategies should be employed to meet the needs of the trails system, multiple uses, and high-use areas.

KEY STRATEGY	KEY STRATEGY	KEY STRATEGY
Evaluate systems-scale status and management needs for trails and associated amenities in Clear Creek County; coordinate on trails systems evaluation and management across jurisdictions within the County.	Address high use at 14,000-foot peaks (“14ers”) and other high-use sites.	Develop User Specific Management Plans to address use-specific needs like OHVs.



CHAPTER 3.

Recreation Management **Priority:** River Access and Recreation

There is a need to improve the permitting process for the benefit of river users, adjacent communities, and commercial rafting operators by prioritizing coordination among permit providers.

KEY STRATEGY	KEY STRATEGY	KEY STRATEGY	KEY STRATEGY
Promote conservation and mitigate environmental impacts to Clear Creek	Evaluate rafting and recreation on Clear Creek	Develop an adaptive framework for the management of access points on Clear Creek .	Coordinate permitting administration among river access providers.



CHAPTER 4.

Recreation Management **Priority:** Destination & Visitor Management

Destination management strategies fostering visitor education and stewardship can mitigate negative impacts to quality of life, minimize environmental degradation, and improve quality of recreation experience.

KEY STRATEGY	KEY STRATEGY
Strengthen destination management including responsible tourism.	Incorporate transportation solutions into recreation management.



CHAPTER 5.

Recreation Management **Priority:** Recreation Economy Planning

Planning should prioritize opportunities that benefit local residents of the County in long-term, sustainable job creation, positive economic impacts to local businesses, and tax revenue for the County, while minimizing negative impacts to the environment and resident quality of life.

KEY STRATEGY

Identify models of balanced local and tourist culture that exemplify Clear Creek’s goals for recreation economy planning.

KEY STRATEGY

Evaluate and create recreational opportunities for their ability to contribute to ecological and socioeconomic sustainability and cultural, community strength.



CHAPTER 6.

Recreation Management Framework: Adaptive Management

Adaptive management is an approach to recreation management that balances public input, up to-date data and information, and established management priorities.

This framework serves as an overall management approach, centers an equitable relationship among local communities and natural and cultural resources, and encourages collaboration among land management agencies in the County.

Adaptive Management Steps	
Step	Status
BUILD THE FOUNDATION	Completed in the ROMP
DEFINE MANAGEMENT PRINCIPLES	Completed in the ROMP
IDENTIFY MANAGEMENT STRATEGIES	Completed in the ROMP
IMPLEMENT, EVALUATE, MONITOR, ADJUST • Implement management actions. • Monitor indicators and thresholds. • Communicate with recreation partners and stakeholders. • Adjust management actions as needed based on monitoring.	Phase 2 and Ongoing Work yet to be completed: • Create capacity for this work • Identify ongoing funding needs



CHAPTER 7. Next Steps identified in the ROMP

- Collaboration: Formalize an interagency team.
- Develop management strategies for 'approach' areas: high-use, high-conflict zones
- Leverage mapping
- Creek corridor management
- OHV planning
- Visitor management





CHAPTER 8. Implementation Update

- A ROMP team has convened to discussed strategy on how to implement
- The BOCC has directed staff to start with OHV User Management as the first Recreation Management Priority to address.



TO: City Council
FROM: City Administrator Andrew Marsh

DATE: April 8, 2024
SUBJECT: Train Shelter at City Hall
ATTACHMENTS: Train Shelter Conceptual Design



BACKGROUND

The City has a longstanding goal to shelter the historic Colorado & Southern locomotive, tender and coach located in Harold A. Anderson Park at City Hall. Preservationists have strongly recommended a shelter as an important means to protect the train from the elements and prologue the City's investment in ongoing restoration efforts. The coach is currently in Silver Plume undergoing a complete restoration by Historic Rail Adventures which operates the Georgetown Loop Railway.

The City has retained Hoehn Architects to begin the design process for a train shelter, and conceptual design is available with this report for review and discussion. One major change proposed is relocating the train to the east side of City Hall, continuing along the original railroad right of way. Existing and extensive overhead power lines will interfere with the construction of a shelter over the train at its current location behind City Hall. Benefits of relocating the train farther from Interstate 70 include reducing its proximity and exposure to chemicals used on the highway and increasing its visibility at one of the main entrances to the historic downtown at Miner Street and Riverside Drive. Other benefits include creating more space to further develop Harold A. Anderson Park behind City Hall, such as with a small play park (tot lot), and developing a more defined and visible entrance and connection, such as with an entrance arch feature and walkway, to Waterwheel Park and the Clear Creek Greenway Trail from the Idahoe Mall and downtown (another longstanding City goal).

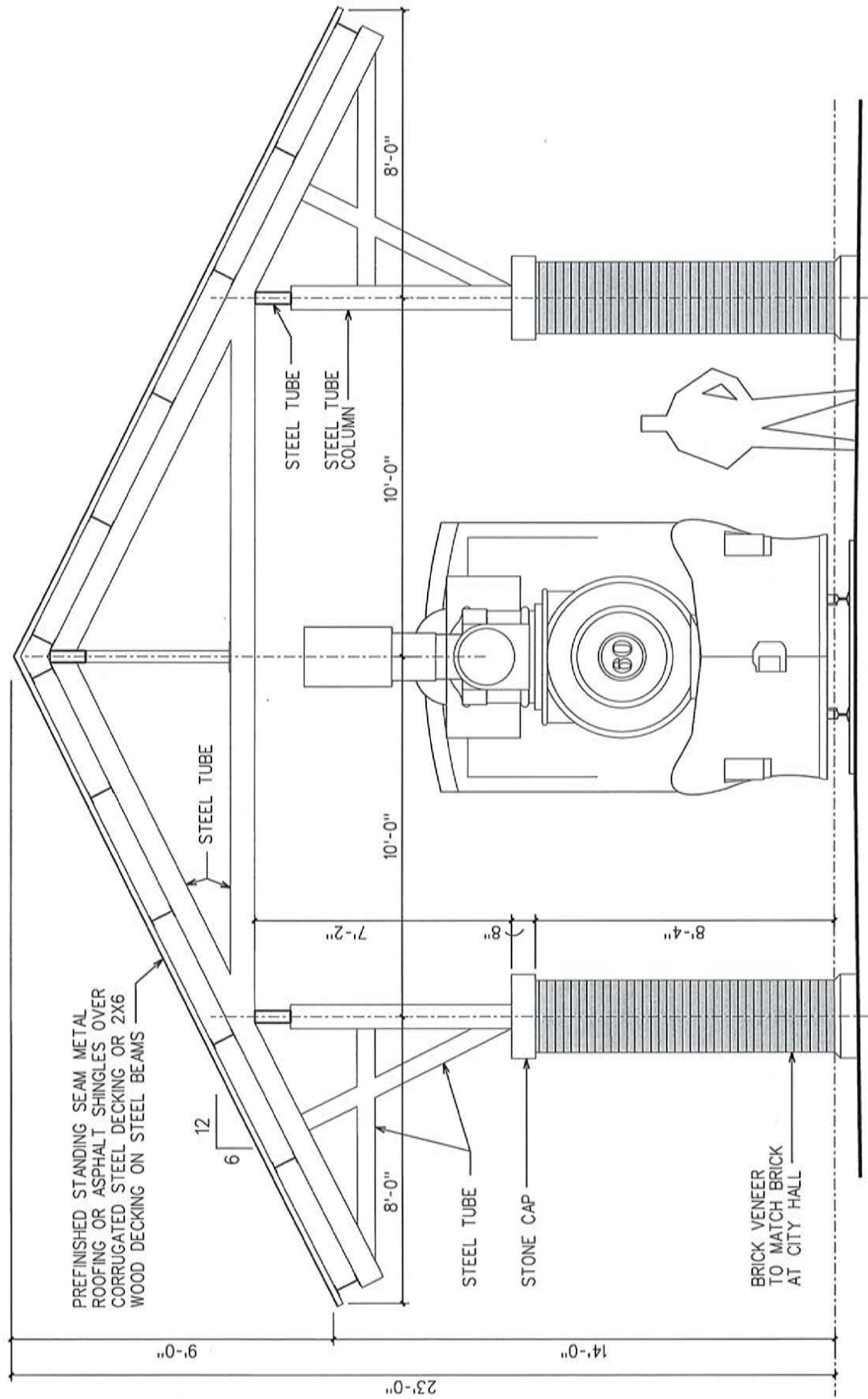
The relocated train and new shelter would include the construction of a new raised viewing platform and slightly relocating the Idaho Springs Recognition Wall. The six existing staff parking spaces on the east side of City Hall could be relocated to 17th Avenue behind City Hall, which would eliminate the need to share the parking lot with the adjacent property to the east.

DIRECTION

Staff requests comments and direction from City Council on this conceptual design and whether to proceed with construction design.

HOEHN ARCHITECTS PC
APRIL 8, 2024



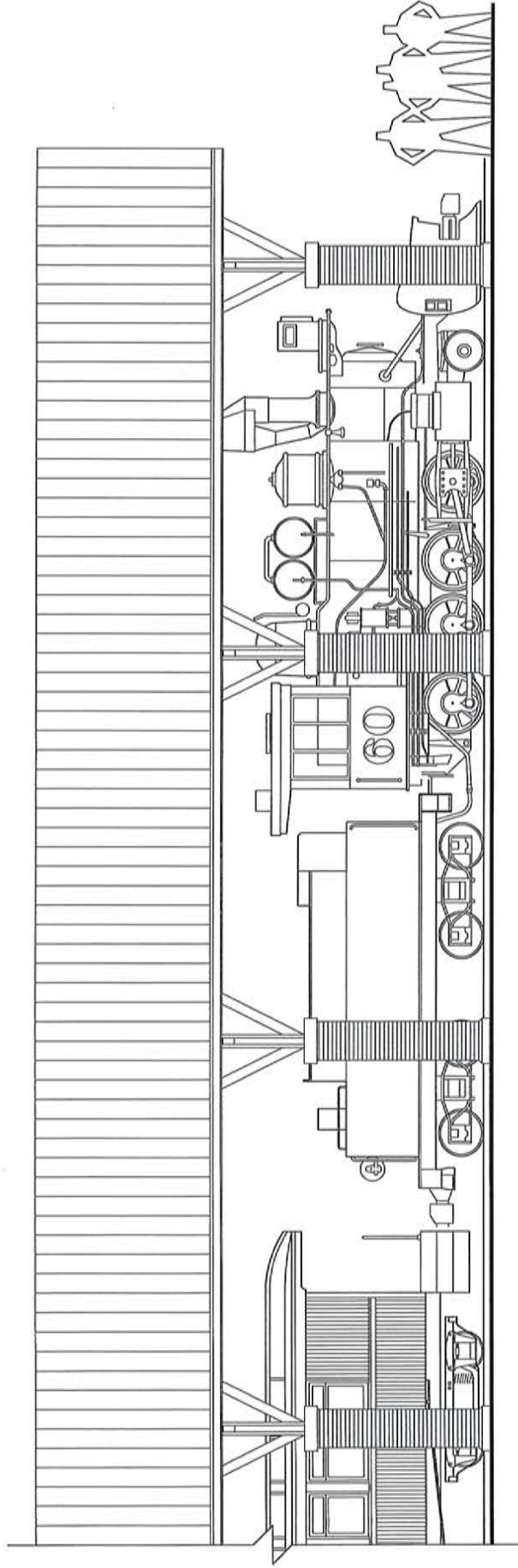


IDAHO SPRINGS TRAIN SHELTER
CONCEPTUAL DESIGN

TRANSVERSE SECTION



HOEHN ARCHITECTS PC
APRIL 8, 2024



PARTIAL EAST ELEVATION



IDAHO SPRINGS TRAIN SHELTER
CONCEPTUAL DESIGN

HOEHN ARCHITECTS PC
APRIL 8, 2024

TO: City Council
FROM: City Administrator Andrew Marsh

DATE: April 8, 2024
SUBJECT: City Hall Interior Improvements
ATTACHMENTS: Interior Reconfiguration Study



BACKGROUND

The City has a longstanding goal to make certain interior improvements at City Hall. One project that has just been completed is remodeling the restrooms on the main level to accommodate ADA requirements. Another recent project was adding video conferencing capabilities in the Council Chambers and the lower-level break room to accommodate hybrid meetings (virtual and in-person).

Staff has met with Hoehn Architects about other improvements to the interior of City Hall, and the attached Interior Reconfiguration Study provides a conceptual design of the proposed changes that will improve the accessibility and functionality of City Hall. Attached are a list of the proposed improvements to the interior of City Hall and the conceptual design.

DIRECTION

Staff requests comments and direction from City Council on this conceptual design and whether to proceed with construction design.

Proposed Interior Improvements to City Hall

4/8/2024

Main Level

Council Chambers

- Reorient the existing dais to provide better access and more space for Council, Commission and Board members.
- Purchase new chairs for the dais and side tables and add computer docking stations and electrical outlets.
- Add an audio/visual/recording master control console/desk and update the existing system for visibility, livestreaming, recording, and videoconferencing.
- Purchase new stackable chairs and folding tables for the Council Chambers to facilitate multi-uses and various types of meetings.
- Relocate the existing counters, cabinets, sink, and refrigerator to the back wall of the Chambers for better functionality and to allow full access to both doors entering the Chambers from the lobby.
- Add a small table near the entrance to the Chambers for public meeting materials.
- Add a door to the back of the Chambers to provide secondary access and egress for front office staff and to facilitate operations during municipal court sessions.

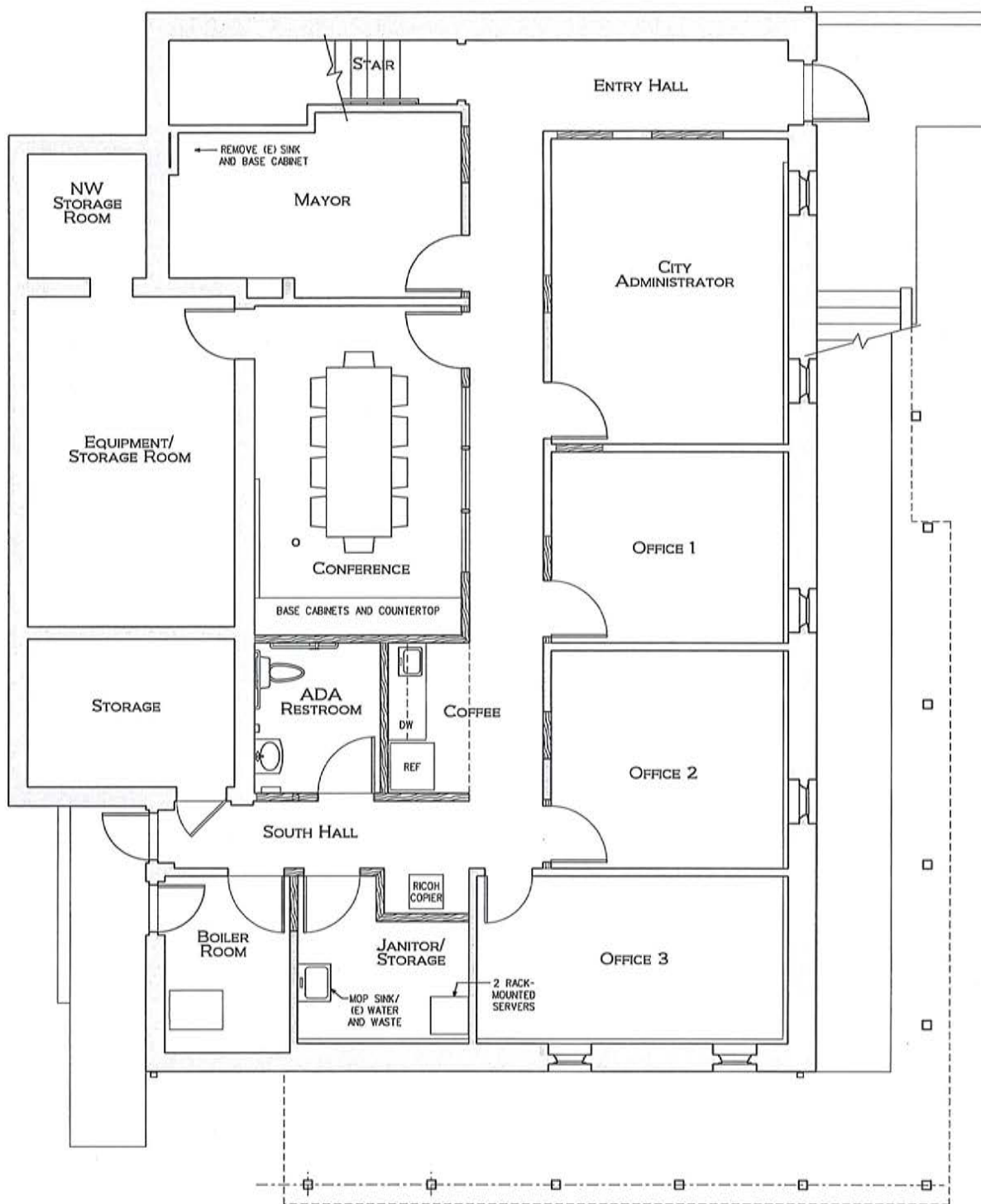
Front Office/Lobby

- Add a small conference room with a round table, chairs, counter, and cabinets for the prosecutor to meet with defendants during municipal court sessions and to provide staff with a quiet space to work on projects and meet with others.
- Relocate the City Administrator's Office to the lower level and remove the office walls to provide flexible and open workstations for administrative staff including the Deputy City Clerk and the Deputy Treasurer/Court Clerk, who will be returned to the main level from the lower level.
- Add a secure door at the top of the stairs by the lobby and provide staff with direct access to the stairs to the lower level to facilitate employee circulation between the two levels without entering the lobby.
- Relocate the networked copier/printer to the top of the stairs to permit convenient access by all staff without disrupting individual work areas.
- Reconfigure the service counter for the public to provide ADA accessibility for all users.
- Install new carpeting and paint the walls throughout the main level.
- Install a pass card ID system on the doors throughout the building.
- Consider adding a fire alarm and burglary system and having them monitored. There are currently no smoke alarms, heat detectors, or pull stations.
- Consider adding a fire sprinkler system.

Lower Level

- Realign the north/south hallway and enclose the front area near the entry hall for the relocated City Administrator's Office.
- Add a wall to the north/south hallway to create an enclosed conference and employee break room with a new table and chairs to seat 10, a counter, cabinets, and videoconferencing.
- Add a kitchenette in the hallway with a sink, dishwasher, refrigerator, and cabinets for small events and staff use.
- Reconfigure and enlarge the staff restroom for ADA compliance.
- Add a space for the networked copier/printer in the south hall.
- Relocate the information technology servers to the exterior wall of the janitor/storage room for better ventilation.
- Install a mop sink in the janitor/storage room using the existing plumbing hookups for that purpose.
- Office 3 for the Assistant City Administrator, Office 2 for the Community Development Planner, and Office 1 for the Finance Officer remain unchanged.
- Install new carpeting and paint the walls throughout the lower level.
- Replace the drop ceiling tiles throughout the lower level.





LOWER LEVEL FLOOR PLAN



HOEHN ARCHITECTS PC



City of Idaho Springs City Council

Meeting Date: 03/25/2024

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

Return to Wonder Martell, Deputy City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and fourth Monday of every Month).

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

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

- ❖ Citizens may speak on any issue that is not elsewhere on the agenda.
- ❖ Council generally will not act on any request at the same meeting.
- ❖ It is strongly recommended that you contact the appropriate City staff member prior to coming to Council. Quite often the issue can be resolved by staff action.
- ❖ This forum is not intended for financial requests. All financial requests must be made through the City Clerk's Office.
- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

Request on behalf of CCMRD for (1) Allowance of camping at Rapidgrass Festival on 8/2 - 8/4, (2) \$1,000 Sponsorship of Rapidgrass, and (3) \$100 sponsorship of the Egg-Stravaganza (free annual egg hunt held on 3/30).

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

Requested By: SamanthaDhyne

Organization: CCMRD

Phone: (Home): _____

(Work): 720 655 2310

(Fax): _____

(Cell): _____

Mailing address: _____

E-Mail Address: samantha@ccmrd.com

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____

Plans in progress for 2024, will provide updated information as needed.

Rapidgrass 2023 Camping

- 200 single reservations (each person must purchase a camping pass)
- \$50 per night, \$75 for both nights (per person) (includes admission on Friday and Saturday)
- Estimated tent sites
 - Based on 2023, no need to specify tent sizes.
- ~~Rope off helicopter landing space~~
 - ~~How large does this need to be?~~
 - ~~What are plans in the event that a helicopter needs to land? Is there a backup location that can be used instead?~~
- Camping pass includes on site parking (only campers get on site parking)
 - Expect around 100 cars to need parking
 - Parking will be located directly by fields, overflow area (ensure that Forest Service access is not blocked, ensure that drive to back of stage is not blocked)
 - Cars may drive up to the field, to drop off their gear and then park or park and then haul gear in?
 - Need space reserved for cars to easily turn around after dropping off gear
 - Only those with camping pass will be allowed to enter in a vehicle into the sports complex (attendant located at bottom of the road)
- Overnight Camping Manager - Paid staff member
 - Camping Attendants - 2 volunteers per shift
 - Check reservations, direct to appropriate spots, fire watch, general security
 - ISPD or Sheriff parked on site?
- Medical Area (this is part of the general festival)
 - EMT's or trained staff on site overnight
- Trash/Recycling/Compost Plan - Part of general festival plan
- Rec Center Passes - Shower
- Water Access - Connect short hose to spigot at back end of Quinn field (potable water)
- Drinking Water - all water at fields is potable. Hydration station part of festival plans.
- Hand Washing Stations (included in main festival plans)
- Electricity - no access beyond the cell phone charging station
- Lighting - Walkway lights to stay on all night
- Severe weather / Lightning - Return to cars
- No fires
 - Propane and/or cook stoves ok? Dependent upon fire restrictions?
- No alcohol (liquor perimeter is only for Shelly Field)
- Load Out Saturday Morning (must occur by 9:30am) (majority of people will do 2 nights)
- Load Out Sunday Morning (must occur by 2pm)
- Cooling Stations?
- Cell Phone Charging Station?
- Quiet Hours?
 - 1am to 8am
 - During the event on Saturday?
- RVs?



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1711 Miner Street
P.O. Box 907
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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, April 08, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the April 08, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from March 25, 2024
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to April 08, 2024
8. **PUBLIC COMMENT**
 - a) Elizabeth Tyus – Chicago Creek Road
 - b) Amy Miley – Clear Creek Wellness Co
 - c) Tara Worley – Marigold Flower Shop
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
12. **RESOLUTIONS**
13. **ORDINANCE FIRST READING**
 - a) Ordinance #13, Series 2024 An Ordinance Annexing To The City Of Idaho Springs Approximately 100 Acres Of Property Within Section 25, Township 3 South, Range 73 West Of The 6th Principal Meridian In Clear Creek County, Colorado, known as portions of Interstate Highway 70 (I-70)
 - b) Ordinance #14, Series 2024 An Ordinance Granting A Conditional Use To Permit Temporary Seasonal Employee Camping During The 2024 Rafting Season Only On Certain Property West Of The Shelly/Quinn Ball Fields Park, Also Known As Part Of The Silver Spruce Annexation To The City Of Idaho Springs.
14. **ORDINANCE SECOND READING**
 - a) Ordinance # 8, Series 2024, An Ordinance Approving A Lease And Purchase Option Agreement For That Certain Real Property Known As 1856 Colorado Boulevard, Idaho Springs, Colorado.
 - b) Ordinance # 9, Series 2024, An Ordinance Approving A Lease And Purchase Option Agreement For That Certain Real Property Described As Idaho Springs Pt Graham Placer #840, Idaho Springs, Colorado.
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
 - a) Staff report submitted with three requests for action.
 1. Motion to approve a request from the Clear Creek County Metropolitan Recreation District (CCMRD) to permit camping at the Shelly-Quinn Ballfields during the Rapidgrass Festival August 2-3, 2024.
 2. Motion to approve a request from CCMRD for a \$1,000.00 sponsorship of the Rapidgrass Festival.

3. Motion to approve a request from CCMRD for a \$100.00 sponsorship for the free annual egg hunt Egg-Stravaganza that was held on March 30, 2024.

17. ADMINISTRATION DEPARTMENT

- a) **Assistant City Administrator** – Staff report submitted with two requests for action.
 1. Move to approve a proposal from Brightly Software for City Work Order Software in an amount not to exceed \$20,000 for implementation and first year subscription to the software, cloud services and professional services. This cost will be shared by all of the departments and taken from accounts for Contractual Services (5108)
 2. Move to approve a proposal from Historic Rail Adventures for the continued restoration of Coach #70 for \$212,126.80 from Historic Sites & Facilities account #21-61-7042.
- b) **Community Development Planner** – Staff report submitted with no requests for action.
- c) **Deputy City Clerk** – Staff report submitted with no requests for action.

18. POLICE DEPARTMENT

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

19. PUBLIC WORKS DEPARTMENT

- a) Staff report submitted with one request for action.
 1. Move to approve a contract for services with Environmental Designs LLC for landscape maintenance in the amount of \$22,526.00 from line item 10-60-5108.

20. WATER FACILITIES DEPARTMENT

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

21. COMMITTEE REPORTS

22. CITY CLERK/TREASURER

23. MAYOR / COUNCIL

24. EXECUTIVE SESSION

25. ADJOURN

- a) Next Work Session Monday April 15, 2024.
- b) Next Regular Meeting on Monday, April 22, 2024

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website:
<https://www.colorado.gov/pacific/idahosprings/city-council-live>

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date:
<https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf>. For remote Public Comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>. You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

Each Scheduled/Unscheduled Public Comment is limited to three (3) minutes.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MARCH 25, 2024**

The City Council of the City of Idaho Springs held a regular meeting on March 25, 2024, in the city council chambers. Mayor Harmon called the meeting to order at 7:00 p.m.

Answering the roll were: Mayor Chuck Harmon, Councilmember Scott Pennell, Councilmember Kate Collier, Councilmember Lisa Manifold, Councilmember Janine Mariani. Mayor Pro Tem Jeremy Jones attended via zoom and Councilmember Jim Clark was absent. Also present were City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain, Deputy City Clerk Wonder Martell, Community Development Planner Dylan Graves, Chief Nate Buseck, Public Works Superintendent Paul Crain, Water Facilities Superintendent Edward Sigward and Assistant City Attorney Nick Klein.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Pennell made a motion to approve the agenda for March 25, 2024. Councilmember Manifold seconded followed by an all-in favor voice vote.

CONFLICT OF INTEREST

There was no conflict of interest.

APPROVAL OF MINUTES

Councilmember Manifold moved to approve minutes from March 11th, 2024. Councilmember Mariani seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Collier moved to approve the bills to March 25, 2024.

Councilmember Pennell seconded. Councilmember Manifold had a question on the bill for AD Miller and asked if this was an installment payment or the final payment. Public Works Superintendent Paul Crain advised Councilmember Manifold that this was an installment payment. Second and discussion was followed by an all-in favor roll call vote.

PUBLIC COMMENT

Virginia Feld 343 19th Avenue – Mrs. Feld advised the chambers that she was feeling nervous speaking in front of all these people. Mrs. Feld stated that she knows that the city is busy, but how can we allow for an 85 year old man, Charlie, to take care of the work that the city is supposed to be doing? There is a 5-block area of Virginia Street that she has watched people fall on, she has watched Charlie chip away at the ice for at least the past 10 years. Mrs. Feld stated that Charlie intended on giving the castle to the City of Idaho Springs to make it into a museum once they pass away. Mrs. Feld stated that we are the ugly Virginia Street at 19th avenue. Mrs. Feld stated that she watched the city during the storm on March 13th. She said that the city waited 2 days to plow and that allowed the snow to turn into ice. Mrs. Feld stated this is unfair and that the rest of Idaho Springs looks nice except for Virginia Street. Mrs. Feld stated that she watched the city plow drive by and lift the plow, they did not actually plow. Mrs. Feld stated she is not a lawyer, but this looks like a lawsuit to her. Mrs. Feld said this is an ongoing problem since 1975. Mrs. Feld also stated that she has called the city many times.

Mariah White 1430 Miner Street – Ms. White stated that she appreciates all of the hard work that the city does and that its generally a thankless job. Ms. White stated that she had 3 main points to make. 1. Snow removal is inadequate. Ms. White gave Council 4 pictures she took of the lack of snow removal at the March storm. Ms. White stated that she called City Hall and was treated badly. She said this was the second time and employee has been rude to her, Ms. White said hanging up on a citizen is not acceptable. Ms. White stated that the pictures provided are in direct conflict to Mr. Crains report. Ms. White read from Mr. Crains work session

staff report. Mr. Crain stated that he did not have the manpower or equipment for the snowstorm before this big snowstorm. Ms. White stated that people had to go over mounds of snow to get to the sidewalk. Ms. White brought up that the city had advanced knowledge of this storm and received many calls from residents. Ms. White stated there is no place for rudeness. Ms. White suggested that the city post things on social media to reach more people. Ms. White also requested more police presence on Miner Street, she said there are multiple cars that drive the wrong way on Miner Street every day, Ms. White also stated that all the revenue comes from Miner Street.

Samantha Dhyne 98 12th Avenue- Ms. Dhyne thanks the council for having her. Hopefully they had time to read over her document included in the packet. Ms. Dhyne is asking for donations for the Eggstravaganza event to be at the ball fields this weekend and asking for a \$1,000.00 donation for the Rapid Grass Music Festival as well as asking for council permission to allow for paid camping to be offered by CCMRD during the Rapid Grass festival. Ms. Dhyne advised the council that if they had any questions to please reach out to her directly. Ms. Dhyne thanked council for their support.

Tim Hicks 1528 Wall Street – Mr. Hicks stated he is not here to talk about Wall Street. He is here to bring up the topic of emergency planning. Mr. Hicks agreed that we did have advance warning of this storm, but we got stuck in it anyways. Mr. Hicks stated that he did not see any plows out in town the night before the big storm, however last night, during the very small snowstorm we had, the city plows were out at night to begin to plow right away. Why was there not salt put on the ground in anticipation of the big storm. Mr. Hicks stated that if we cannot handle this amount of snow, are we at risk for other emergencies? Mr. Hicks asked council to consider disaster planning going forward.

David Feld 343 19th Avenue - Mr. Feld would like to echo his wife's problems. He helped Charlie shovel snow today. Mr. Feld said that 19th avenue is very narrow and he's pretty sure with this last plow, that a few vehicles got nicked as well as his retaining wall, but he was not making comment to speak of that. Mr. Feld made a police report on that incident. Mr. Feld stated that there are many cars that are parked on Virginia Street, seems that they have been parked there for a very long time. Mr. Feld would like Code Enforcement or even the Police Department to check and make sure that those cars belong there. Mr. Feld doesn't want to see anyone get hurt.

Councilmember Kate Collier wanted to make a request to add to this comment, she has asked PD to check the cars that are parked along Virginia to make sure they are legal.

Troy Dennison 1424 Miner Street – Mr. Dennison thinks he knows of a way to rectify the snow issue. Mr. Dennison stated that during the storm on that Thursday and Friday that the deli was open to help serve people who had become stranded. Mr. Dennison said that Miner Street was not plowed, but the big lot was plowed. Mr. Dennison suggested that maybe, if the city doesn't have the staff or resources to handle this amount of snow, that the city contract it out as that would be a benefit to the city. Mr. Dennison stated that it was worth thinking about and that he wanted to offer a solution instead of just bringing up a problem.

Virginia Feld 343 19th Avenue – Mrs. Feld asked to speak again, and Mayor Harmon called her back to the podium. Mrs. Feld stated that the fire department, EMS and the Police Department cannot maneuver on 19th avenue. Mrs. Feld stated that she had to walk down to the ambulance on a previous occasion because the ambulance could not make it to her on 19th Avenue.

UNSCHEDULED PUBLIC COMMENT LIQUOR LICENSING AUTHORITY FINANCE OFFICER

Finance Officer Lorainne Trotter went over the February Financial Statements with Council. There were no questions on the financial reports.

RESOLUTIONS

Councilmember Collier moved to approve Resolution #6, Series 2024 A Resolution Finding an Annexation Petition submitted by the Colorado Department of Transportation (CDOT) to Annex Approximately 100 Acres of property within Section 25, Township 3 South, Range 73 West of the 6th Principal Meridian in Clear Creek County, Colorado, to be Substantially Compliant with C.R.S. § 31-12-107(1) and Setting a Public Hearing on the Petition to Consider Annexation of the Property. Councilmember Mariani seconded followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Pennell moved to approve Ordinance #10, Series 2024, An Ordinance approving an Amendment to the Occupancy Agreement for 2060 Miner Street between the City and the Historical Society of Idaho Springs. Councilmember Manifold seconded followed by an all-in favor roll call vote.

Councilmember Mariani moved to approve Ordinance #11, Series 2024, An Ordinance Rezoning an approximately 35,667 Square Foot Parcel owned by the City known as 2060 Miner Street from Park and Recreation (P) to Commercial 1 (C1). Councilmember Collier seconded followed by an all-in favor roll call vote.

Councilmember Pennell moved to approve Ordinance #12, Series 2024, An Ordinance Accepting and Recognizing the Alignment of the 900 Block of Miner Street. Councilmember Collier seconded followed by an all in favor roll call vote.

ORDINANCE SECOND READING

Public Hearing Ordinance#7, Series 2024, An Ordinance Designating Property Known as 302 Soda Creek Road (Indian Hot Springs) as a Local Historic Preservation Site.

Mayor Harmon opened the public hearing at 7:43 pm.

STAFF

Community Development Planner Dylan Graves went over his staff report. Mr. Graves stated that the owner intends on going for state and federal designation at a later time. Mr. Graves advised the board that the Hot Springs had been in operation since the 1860's and the main lodge was built in 1915 which is during the period of significance. Mr. Graves stated that this would require a COA from HPRC. There are 7 criteria's for designation and staff thinks that the applicant meets the first three of those 7 criteria.

1. Is associated with events that have made a significant contribution to the broad patterns of the City's history;
2. Is associated with the lives of persons significant in the City's past;
3. Embodies the distinctive characteristics of a type, period or method of construction;

APPLICANT

Daniel Kim 6660 Burn Drive, Denver CO 80621 Owner Indian Hot Springs. Mr. Kim advised council that he would like to have local designation for the many improvements that are to come. Mr. Kim also stated that he has received numerous letters of support for this designation.

Kate McCoy 36 North, Alma CO 80420 State of Colorado. Ms. McCoy said she has been working with Dan on this for over a year now to help advise him on how to help preserve this site, and designation is important in order to do so.

COUNCIL DISCUSSION

Councilmember Janine Mariani mentioned that she was reading the historical information on this site and noticed that it used to be called the Radium Hot Springs, and she was curious on the name. Historically this property had a different name and wondered if that had been thought of. Ms. Mariani asked if there was any significance on the name being changed. Ms. McCoy responded and said that the name probably dropped once it was discovered that radium was a radioactive material and not very healthy for humans.

Mayor Harmon closed the public hearing at 7:50 pm.

VOTE

Councilmember Manifold moved to approve Ordinance#7, Series 2024, An Ordinance Designating Property Known as 302 Soda Creek Road (Indian Hot Springs) as a Local Historic Preservation Site. Councilmember Collier seconded followed by an all in favor roll call vote.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with one request for action. Councilmember Pennell moved to approve a proposal from Wallace Landscaping in the amount of \$23,989.00 for the repair of the wooden exterior ramp and stairs at the Visitors Center (account #21-00-7041). Councilmember Collier seconded. Councilmember Manifold asked about using Trex decking for this project. Ms. Manifold asked staff if they were looking into that. Mayor Chuck Harmon advised Councilmember Manifold that he has run that by Public Works Superintendent Paul Crain, and he had stated that Trex works for flat decking, that its not good for angles and that there was to be special tape going over the Joyces to try to protect and prolong them. Councilmember Scott Pennell mentioned that Trex is an additional cost and requires more maintenance. Discussion was followed by an all in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

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

1. Councilmemembr Collier moved to allow larger encroachment areas in the downtown historic district subject to administrative and regulatory review and approval. Councilmember Mariani seconded followed by an all-in favor roll call vote.
2. Councilmember Manifold moved to approve an application to the Colorado Department of Local Affairs (DOLA) Energy Impact Assistance Fund for up to a \$1,000,000.00 grant to support the rehabilitation of 1744 Miner Street into the new Idaho Springs Police Station. Councilmember Mariani seconded followed by an all-in favor roll call vote.

Community Development Planner- No staff report submitted.

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

POLICE DEPARTMENT

Staff report submitted with no requests for action. Chief Buseck mentioned that a press release was going to be issued tomorrow regarding a gun situation that occurred in Idaho Springs today.

PUBLIC WORKS

Staff report submitted with one request for action. Councilmember Manifold moved to approve the purchase of 6 sets of strobing light systems to enhance crosswalk visibility, from LED Lighting Solutions in the amount of \$14,999.94 from line Item 10-10-6091. Councilmember Collier seconded followed by an all in favor roll call vote. Mayor Harmon thanked Paul Crain and his department as this was a once in a decade storm. Councilmember Collier agreed with Mayor Harmon and added that she thought Public Works did an amazing job during that storm.

WATER/WASTEWATER DEPARTMENT

Staff report submitted with one request for action. Councilmember Collier moved to approve a proposal from JVA Engineering for bid services and construction administration concerning the rehabilitation and improvements of Mattie Dam. Cost of \$39,500 from line item #51-72-7310. Councilmember Mariani seconded followed by an all in favor roll call vote. Mr. Sigward did mention that he has an emergency plan for the reservoir.

MAYOR/COUNCIL

Mayor Harmon mentioned that he had placed a letter on the dais for each council member and that this letter was a letter of support to help the old Opera House at 1530 Miner Street in getting a grant to try to stabilize the historic building. Councilmember Collier mentioned that this is a privately owned building and asked that if none of the planned renovation work happened, would this structural work be necessary. Assistant City Administrator Jon Cain stated that yes the foundation is sinking and needs to be fixed. Mayor Harmon added that there had been a fire at this property 5 or 6 years ago. Councilmember Collier asked if this was the first time the city supported a grant for a privately owned building. Mr. Cain advised that this is a significant contributing structure and Councilmember Manifold added that this property is historically designated and that HPRC has had 5 or 6 meetings about this property and they were in support of this. Councilmember Pennell added that this is a unique situation and it's great that the owners want to restore the front of the building to its historic nature.

ADJOURN

Mayor Harmon adjourned the executive session at 8:09 pm.

EXECUTIVE SESSION

Executive session adjourned at 8:50 pm and regular meeting adjourned at 8:51 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AlphaGraphics (1013)								
17225								
17225	Invoice	water billing error mailer	04/02/2024	05/01/2024	785.68	Open	04/24	51-00-5325
17225	Invoice	water billing error mailer	04/02/2024	05/01/2024	785.68	Open	04/24	52-00-5325
Total 17225:					1,571.36			
Total AlphaGraphics (1013):					1,571.36			
AlSCO - Denver Linen (13)								
2909141								
2909141	Invoice	Carpets	03/26/2024	04/15/2024	77.34	Open	03/24	10-30-5108
Total 2909141:					77.34			
Total AlSCO - Denver Linen (13):					77.34			
Ann Toney PC (2053)								
B3074								
B3074	Invoice	Court Appointed Counsel	03/21/2024	04/21/2024	112.50	Open	03/24	10-40-5101
Total B3074:					112.50			
Total Ann Toney PC (2053):					112.50			
AT&T Mobility (283)								
287246995984X03212024								
287246995984X03212024	Invoice	Cell Phone/WasteWater	03/21/2024	04/08/2024	107.80	Open	03/24	52-00-5335
287246995984X03212024	Invoice	Cell Phones/Water	03/21/2024	04/08/2024	107.80	Open	03/24	51-00-5335
Total 287246995984X03212024:					215.60			
Total AT&T Mobility (283):					215.60			
AV-TECH Electronics (1941)								
0094264								
0094264	Invoice	docking stations	03/29/2024	04/29/2024	1,182.84	Open	03/24	10-30-6193
Total 0094264:					1,182.84			
Total AV-TECH Electronics (1941):					1,182.84			
Browns Hill Engineering & Cont (1416)								
1277								
1277	Invoice	WTP SCADA Leasing Agreement	04/01/2024	05/01/2024	8,238.00	Open	05/24	51-00-5309
Total 1277:					8,238.00			
1278								
1278	Invoice	WWTP SCADA Leasing Agreeeme	04/01/2024	05/01/2024	1,620.00	Open	05/24	52-00-5309
Total 1278:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					9,858.00			
Canyon Glass & Gutters Inc. (39)								
20568								
20568	Invoice	replace mirror on pw truck	03/29/2024	04/29/2024	95.00	Open	03/24	10-10-6150
Total 20568:					95.00			
Total Canyon Glass & Gutters Inc. (39):					95.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
CenturyLink (569)								
680527131								
680527131	Invoice	WTP Internet	03/12/2024	04/11/2024	348.67	Open	04/24	51-00-5335
Total 680527131:					348.67			
3035672130-3222024								
3035672130-3222024	Invoice	WWTP Alarm	03/22/2024	04/15/2024	215.87	Open	04/24	52-00-5335
Total 3035672130-3222024:					215.87			
3035679613-3252024								
3035679613-3252024	Invoice	WTP Internet	03/25/2024	04/15/2024	203.11	Open	03/24	51-00-5335
Total 3035679613-3252024:					203.11			
333469199-3282024								
333469199-3282024	Invoice	PW Internet	03/28/2024	04/16/2024	102.94	Open	04/24	10-10-5335
Total 333469199-3282024:					102.94			
Total CenturyLink (569):					870.59			
Chicago Creek Sanitation (434)								
2024-04								
2024-04	Invoice	Maintenance Fee	03/26/2024	04/30/2024	500.00	Open	04/24	52-00-5206
Total 2024-04:					500.00			
Total Chicago Creek Sanitation (434):					500.00			
Chuck Harmon (1876)								
2024								
2024	Invoice	Graham Placer #840 Lease Purch	04/08/2024	04/30/2024	9,750.00	Open	04/24	59-70-7901
Total 2024:					9,750.00			
Total Chuck Harmon (1876):					9,750.00			
City of Idaho Springs (289)								
Q2								
Q2	Invoice	Payroll Transfer	04/01/2024	04/30/2024	300,000.00	Open	04/24	10-00-1580
Total Q2:					300,000.00			
Total City of Idaho Springs (289):					300,000.00			
Clear Creek County Clerk & Rec (61)								
43836								
43836	Invoice	Document Recording	03/21/2024	04/21/2024	53.00	Open	03/24	10-20-5316
Total 43836:					53.00			
Total Clear Creek County Clerk & Rec (61):					53.00			
Clear Creek County Road & Bridge (1278)								
04.03.2024								
04.03.2024	Invoice	Fleet fuel/Parks	04/03/2024	04/30/2024	187.27	Open	03/24	10-60-6191
04.03.2024	Invoice	Fleet fuel/Police	04/03/2024	04/30/2024	331.70	Open	03/24	10-30-6191
04.03.2024	Invoice	Fleet fuel/Streets	04/03/2024	04/30/2024	1,029.33	Open	03/24	10-10-6191
04.03.2024	Invoice	Fleet fuel/WasteWater	04/03/2024	04/30/2024	186.53	Open	03/24	52-00-6191
04.03.2024	Invoice	Fleet fuel/Water	04/03/2024	04/30/2024	186.52	Open	03/24	51-00-6191

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 04.03.2024:					1,921.35			
04.03.24								
04.03.24	Invoice	Fleet fuel/Police	04/03/2024	05/03/2024	985.21	Open	02/24	10-30-6191
04.03.24	Invoice	Fleet fuel/Streets	04/03/2024	05/03/2024	1,125.96	Open	02/24	10-10-6191
04.03.24	Invoice	Fleet fuel/WasteWater	04/03/2024	05/03/2024	144.11	Open	02/24	52-00-6191
04.03.24	Invoice	Fleet fuel/Water	04/03/2024	05/03/2024	144.11	Open	02/24	51-00-6191
Total 04.03.24:					2,399.39			
Total Clear Creek County Road & Bridge (1278):					4,320.74			
Clear Creek County Sheriff's Office (1057)								
1-1-2024 THRU 2-22-2024								
1-1-2024 THRU 2-22-2024	Invoice	January to February 22	03/11/2024	04/11/2024	51,774.06	Open	03/24	10-30-5105
Total 1-1-2024 THRU 2-22-2024:					51,774.06			
Total Clear Creek County Sheriff's Office (1057):					51,774.06			
Clear Creek Supply (291)								
3441								
3441	Invoice	key rings	03/21/2024	04/21/2024	9.98	Open	03/24	10-10-6020
Total 3441:					9.98			
805								
805	Invoice	parks	03/25/2024	04/25/2024	29.99	Open	03/24	10-60-6200
Total 805:					29.99			
3678								
3678	Invoice	door and window silicon	03/28/2024	04/28/2024	11.68	Open	03/24	51-15-6005
Total 3678:					11.68			
3698								
3698	Invoice	forney	03/29/2024	04/29/2024	7.98	Open	03/24	51-15-6005
Total 3698:					7.98			
Total Clear Creek Supply (291):					59.63			
Colorado Analytical Lab (945)								
240319049								
240319049	Invoice	bod-5	03/26/2024	04/26/2024	66.60	Open	03/24	52-00-5201
Total 240319049:					66.60			
240312032								
240312032	Invoice	Water Testing	03/27/2024	04/27/2024	707.40	Open	03/24	51-00-5201
Total 240312032:					707.40			
Total Colorado Analytical Lab (945):					774.00			
Colorado Association of Chiefs of Police (36)								
4710								
4710	Invoice	Membership Renewal	03/23/2024	04/22/2024	430.00	Open	03/24	10-30-5304
Total 4710:					430.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Colorado Association of Chiefs of Police (36):					430.00			
Colorado Community Media (1981)								
108125								
108125	Invoice	Legal Publication	03/22/2024	04/21/2024	242.20	Open	03/24	10-20-5312
Total 108125:					242.20			
Total Colorado Community Media (1981):					242.20			
Colorado Mountain Bike Association (1835)								
7056								
7056	Invoice	VCMP Trail Construction Manage	03/27/2024	04/27/2024	12,500.00	Open	02/24	21-00-6024
Total 7056:					12,500.00			
Total Colorado Mountain Bike Association (1835):					12,500.00			
Comcast (1486)								
0197295-3232024								
0197295-3232024	Invoice	City Hall Internet	03/23/2024	04/17/2024	474.42	Open	04/24	10-20-5335
Total 0197295-3232024:					474.42			
Total Comcast (1486):					474.42			
Common Knowledge Technology, Inc (1549)								
62468								
62468	Invoice	microsoft for matt	03/28/2024	04/27/2024	47.98	Open	03/24	52-00-7011
Total 62468:					47.98			
62596								
62596	Invoice	IT Services - Admin	04/01/2024	05/01/2024	1,339.86	Open	04/24	10-20-5106
62596	Invoice	IT Services - PD	04/01/2024	05/01/2024	1,339.86	Open	04/24	10-30-5108
62596	Invoice	IT Services - Streets	04/01/2024	05/01/2024	1,339.86	Open	04/24	10-10-5108
62596	Invoice	IT Services - Water	04/01/2024	05/01/2024	669.92	Open	04/24	51-00-5108
62596	Invoice	IT Services - WW	04/01/2024	05/01/2024	669.92	Open	04/24	52-00-5108
Total 62596:					5,359.42			
Total Common Knowledge Technology, Inc (1549):					5,407.40			
Core & Main LP (959)								
U521687								
U521687	Invoice	miu transmitter	03/15/2024	04/15/2024	2,698.00	Open	03/24	51-15-7006
U521687	Invoice	t10 procoder	03/15/2024	04/15/2024	15,705.00	Open	03/24	51-15-7006
U521687	Invoice	t10 procoder	03/15/2024	04/15/2024	465.50	Open	03/24	51-15-7006
Total U521687:					18,868.50			
T349266								
T349266	Invoice	register procoder	03/20/2024	04/20/2024	635.40	Open	03/24	51-15-7006
Total T349266:					635.40			
Total Core & Main LP (959):					19,503.90			
Dawson Infrastructure Solutions (2047)								
213382								
213382	Invoice	repair sweeper	12/21/2023	04/30/2024	5,916.83	Open	03/24	10-10-5207

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 213382:					5,916.83			
213384								
213384	Invoice	diagnose sweeper	12/21/2023	04/30/2024	2,339.83	Open	03/24	10-10-5207
Total 213384:					2,339.83			
Total Dawson Infrastructure Solutions (2047):					8,256.66			
Deep Rock (1855)								
18332261032924								
18332261032924	Invoice	Water Cooler	03/29/2024	04/29/2024	22.46	Open	02/24	10-20-5309
Total 18332261032924:					22.46			
Total Deep Rock (1855):					22.46			
Doyle Disposal (380)								
21195								
21195	Invoice	Trash Service Sewer Plant	03/25/2024	04/25/2024	453.00	Open	04/24	52-00-5202
Total 21195:					453.00			
Total Doyle Disposal (380):					453.00			
Dulaney Architecture (2122)								
2_03.28.2024								
2_03.28.2024	Invoice	Enhanced Schematic Design	03/28/2024	04/28/2024	48,289.00	Open	03/24	21-00-7045
Total 2_03.28.2024:					48,289.00			
Total Dulaney Architecture (2122):					48,289.00			
Employee (2093)								
MARCH TRAINING								
MARCH TRAINING	Invoice	Fuel	03/31/2024	04/30/2024	32.49	Open	03/24	10-30-5212
MARCH TRAINING	Invoice	Meals	03/31/2024	04/30/2024	72.07	Open	03/24	10-30-5212
MARCH TRAINING	Invoice	Mileage	03/31/2024	04/30/2024	102.48	Open	03/24	10-30-5212
MARCH TRAINING	Invoice	Parking	03/31/2024	04/30/2024	38.90	Open	03/24	10-30-5212
Total MARCH TRAINING:					245.94			
Total Employee (2093):					245.94			
EVStudio (2121)								
AD24001.00-2								
AD24001.00-2	Invoice	Affordable Housing Site Assessm	03/28/2024	04/28/2024	720.00	Open	03/24	10-20-5105
Total AD24001.00-2:					720.00			
Total EVStudio (2121):					720.00			
Hach Company (138)								
13963979/13965618								
13963979/13965618	Invoice	ammonia	03/18/2024	04/18/2024	164.90	Open	03/24	52-00-6207
13963979/13965618	Invoice	cod	03/18/2024	04/18/2024	95.66	Open	03/24	52-00-6207
13963979/13965618	Invoice	nitrite	03/18/2024	04/18/2024	124.40	Open	03/24	52-00-6207
13963979/13965618	Invoice	Phosphorus	03/18/2024	04/18/2024	85.45	Open	03/24	52-00-6207
Total 13963979/13965618:					470.41			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Hach Company (138):					470.41			
Hayes Poznanovic Korver LLC (214)								
50175 49881								
50175 49881	Invoice	Legal services	04/02/2024	05/02/2024	149.36	Open	03/24	51-00-5101
Total 50175 49881:					149.36			
Total Hayes Poznanovic Korver LLC (214):					149.36			
Hoehn Architects P.C. (1444)								
1902-7								
1902-7	Invoice	engineering services	04/02/2024	05/02/2024	500.00	Open	03/24	21-61-7040
1902-7	Invoice	ISCH Restroom Renovations	04/02/2024	05/02/2024	950.00	Open	03/24	21-61-7040
1902-7	Invoice	Milage	04/02/2024	05/02/2024	41.54	Open	03/24	21-61-7040
Total 1902-7:					1,491.54			
2103-4								
2103-4	Invoice	City Hall Exterior Rehabilitation	04/02/2024	05/02/2024	630.00	Open	03/24	21-61-7040
2103-4	Invoice	Milage	04/02/2024	05/02/2024	20.77	Open	03/24	21-00-7042
Total 2103-4:					650.77			
Total Hoehn Architects P.C. (1444):					2,142.31			
HydroLogik LLC (1880)								
240366								
240366	Invoice	Little Bear Blue Ditch Annual Cell	04/01/2024	05/01/2024	420.00	Open	04/24	51-15-6003
Total 240366:					420.00			
Total HydroLogik LLC (1880):					420.00			
Insight Auto Glass (1569)								
304438								
304438	Invoice	2022 Ford F150 Windshield	03/26/2024	04/26/2024	751.29	Open	03/24	10-30-6100
Total 304438:					751.29			
156482								
156482	Invoice	2016 Explorer Windshield	03/28/2024	04/28/2024	623.76	Open	03/24	10-30-6100
Total 156482:					623.76			
Total Insight Auto Glass (1569):					1,375.05			
JVA Incorporated (1110)								
14580								
14580	Invoice	Planning coordination meeting	01/31/2024	04/30/2024	420.00	Open	01/24	10-20-5103
Total 14580:					420.00			
14746								
14746	Invoice	montane park water storage repla	02/29/2024	04/29/2024	1,176.00	Open	02/24	51-72-7320
Total 14746:					1,176.00			
Total JVA Incorporated (1110):					1,596.00			
Law Firm Of Suzanne Rogers PC (737)								
4.1.24								
4.1.24	Invoice	Mileage	04/01/2024	04/30/2024	57.25	Open	04/24	10-40-5115

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
4.1.24	Invoice	Prosecutor	04/01/2024	04/30/2024	1,500.00	Open	04/24	10-40-5115
Total 4.1.24:					1,557.25			
Total Law Firm Of Suzanne Rogers PC (737):					1,557.25			
Liberty Communications (1547)								
3249801								
3249801	Invoice	phone service admin	03/30/2024	04/30/2024	144.19	Open	04/24	10-20-5303
3249801	Invoice	phone service police	03/30/2024	04/30/2024	144.19	Open	04/24	10-30-5303
3249801	Invoice	phone service public works	03/30/2024	04/30/2024	144.19	Open	04/24	10-10-5303
3249801	Invoice	phone service wastewater	03/30/2024	04/30/2024	72.10	Open	04/24	52-00-5303
3249801	Invoice	phone service water	03/30/2024	04/30/2024	72.09	Open	04/24	51-00-5303
Total 3249801:					576.76			
Total Liberty Communications (1547):					576.76			
Mayberry & Company (1666)								
726								
726	Invoice	Audit - Admin	03/26/2024	04/26/2024	4,250.00	Open	03/24	10-20-5102
726	Invoice	Audit - Wasterwater	03/26/2024	04/26/2024	2,125.00	Open	03/24	52-00-5102
726	Invoice	Audit - Water	03/26/2024	04/26/2024	2,125.00	Open	03/24	51-00-5102
Total 726:					8,500.00			
Total Mayberry & Company (1666):					8,500.00			
McDonald Farms (1588)								
0107019								
0107019	Invoice	WasteWater Hauled to Landfill	03/28/2024	04/12/2024	1,409.00	Open	03/24	52-00-5250
Total 0107019:					1,409.00			
0107453								
0107453	Invoice	WasteWater Hauled to Landfill	03/29/2024	04/13/2024	1,361.50	Open	03/24	52-00-5250
Total 0107453:					1,361.50			
Total McDonald Farms (1588):					2,770.50			
Michael Goodbee (1940)								
4.1.24								
4.1.24	Invoice	Judge	04/01/2024	04/30/2024	1,600.00	Open	04/24	10-40-5110
Total 4.1.24:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Murray Dahl Beery & Renaud (806)								
APR 03 2024								
APR 03 2024	Invoice	legal services	04/03/2024	04/30/2024	12,341.68	Open	03/24	10-20-5101
Total APR 03 2024:					12,341.68			
Total Murray Dahl Beery & Renaud (806):					12,341.68			
Peak Performance Imaging Solutions (409)								
69020								
69020	Invoice	PD meter billing for printer	04/01/2024	04/16/2024	40.29	Open	03/24	10-30-5309
Total 69020:					40.29			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
69030								
69030	Invoice	Copier Rental	04/01/2024	04/16/2024	140.00	Open	04/24	10-20-5309
Total 69030:					140.00			
Total Peak Performance Imaging Solutions (409):					180.29			
Performace Construction (2107)								
3								
3	Invoice	City Hall Bathrooms	03/20/2024	04/20/2024	38,509.26	Open	03/24	21-61-7040
Total 3:					38,509.26			
Total Performace Construction (2107):					38,509.26			
Professional Management Solutions (1833)								
84908								
84908	Invoice	Financial Services	03/25/2024	04/25/2024	2,994.38	Open	02/24	10-20-5104
84908	Invoice	Financial Services - Water	03/25/2024	04/25/2024	1,497.19	Open	02/24	51-00-5104
84908	Invoice	Financial Services - WW	03/25/2024	04/25/2024	1,497.18	Open	02/24	52-00-5104
Total 84908:					5,988.75			
Total Professional Management Solutions (1833):					5,988.75			
Quill Corporation (230)								
37803054/37787590								
37803054/37787590	Invoice	cups	03/20/2024	04/20/2024	82.99	Open	03/24	10-20-6010
37803054/37787590	Invoice	folders	03/20/2024	04/20/2024	119.97	Open	03/24	10-40-6010
37803054/37787590	Invoice	kettle	03/20/2024	04/20/2024	36.99	Open	03/24	10-20-6010
37803054/37787590	Invoice	lables	03/20/2024	04/20/2024	75.98	Open	03/24	10-20-6010
37803054/37787590	Invoice	supplies	03/20/2024	04/20/2024	236.12	Open	03/24	10-20-6010
37803054/37787590	Invoice	trashbags	03/20/2024	04/20/2024	49.98	Open	03/24	10-20-6010
37803054/37787590	Invoice	wireless mouse	03/20/2024	04/20/2024	50.49	Open	03/24	10-20-7010
Total 37803054/37787590:					652.52			
Total Quill Corporation (230):					652.52			
Saela Pest Control (2027)								
10413609								
10413609	Invoice	Pest Control	03/29/2024	04/28/2024	130.00	Open	03/24	10-30-5108
Total 10413609:					130.00			
Total Saela Pest Control (2027):					130.00			
SHR Car Wash Colorado LLC (534)								
2024MAR12								
2024MAR12	Invoice	Car Wash	03/12/2024	04/12/2024	162.89	Open	02/24	10-30-6100
Total 2024MAR12:					162.89			
Total SHR Car Wash Colorado LLC (534):					162.89			
Staples Business Advantage (1219)								
8073551497								
8073551497	Invoice	office supplies	03/09/2024	04/08/2024	160.55	Open	03/24	10-30-6010
Total 8073551497:					160.55			
8073625478								
8073625478	Invoice	standing desk and monitor mount	03/16/2024	04/15/2024	279.46	Open	03/24	10-30-6010

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 8073625478:					279.46			
Total Staples Business Advantage (1219):					440.01			
Statewide Fire Protection (2071)								
8566								
8566	Invoice	Annual Inspection	03/22/2024	04/20/2024	982.50	Open	03/24	10-10-5208
Total 8566:					982.50			
Total Statewide Fire Protection (2071):					982.50			
T Mobile (2040)								
981870408-3212024								
981870408-3212024	Invoice	Police Department Cell Phone/hot	03/21/2024	04/19/2024	356.93	Open	03/24	10-30-5335
Total 981870408-3212024:					356.93			
995996113-3212024								
995996113-3212024	Invoice	Admin - Cell Phones	03/21/2024	04/19/2024	119.82	Open	03/24	10-20-5335
995996113-3212024	Invoice	Parks - Cell Phone	03/21/2024	04/19/2024	39.94	Open	03/24	10-60-5335
995996113-3212024	Invoice	Streets - Cell Phones	03/21/2024	04/19/2024	233.38	Open	03/24	10-10-5335
Total 995996113-3212024:					393.14			
Total T Mobile (2040):					750.07			
Timberline Disposal (1467)								
5467596V324								
5467596V324	Invoice	Hwy 103 toilet	03/18/2024	04/18/2024	237.84	Open	03/24	51-00-5202
Total 5467596V324:					237.84			
Total Timberline Disposal (1467):					237.84			
TK Elevator Corporation (1578)								
3007823908								
3007823908	Invoice	Elevator Maintenance - Visitor's C	04/01/2024	04/30/2024	615.07	Open	04/24	10-21-5430
Total 3007823908:					615.07			
Total TK Elevator Corporation (1578):					615.07			
Treatment Technology (1078)								
191125								
191125	Invoice	caustic soda	03/11/2024	04/10/2024	440.92	Open	03/24	51-00-6201
191125	Invoice	Hazmat and cleaning	03/11/2024	04/10/2024	150.00	Open	03/24	51-00-6201
191125	Invoice	Sodium hypochlorite solution	03/11/2024	04/10/2024	1,438.80	Open	03/24	51-00-6201
Total 191125:					2,029.72			
Total Treatment Technology (1078):					2,029.72			
Tritech Software Systems (2113)								
406348								
406348	Invoice	add 3 field ops	03/21/2024	04/21/2024	360.00	Open	03/24	10-30-5105
Total 406348:					360.00			
Total Tritech Software Systems (2113):					360.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
USA Blue Book (376)								
00311815								
00311815	Invoice	ball valve and pipe nipple	03/20/2024	04/20/2024	60.69	Open	03/24	52-00-5204
Total 00311815:					60.69			
Total USA Blue Book (376):					60.69			
Utility Notification Center of Colorado (1984)								
224030734								
224030734	Invoice	Locates - Water	03/31/2024	04/15/2024	32.25	Open	03/24	51-00-5108
224030734	Invoice	Locates - WW	03/31/2024	04/15/2024	32.25	Open	03/24	52-00-5108
Total 224030734:					64.50			
Total Utility Notification Center of Colorado (1984):					64.50			
Veolia WTS Analytical Instruments (1803)								
902610583								
902610583	Invoice	Service Contract	03/27/2024	04/27/2024	5,804.00	Open	03/24	51-00-5209
Total 902610583:					5,804.00			
Total Veolia WTS Analytical Instruments (1803):					5,804.00			
WALMART COMMUNITY/RFCSLLC (271)								
1654558894								
1654558894	Invoice	snow brushes	03/19/2024	04/13/2024	104.79	Open	03/24	10-10-6020
Total 1654558894:					104.79			
Total WALMART COMMUNITY/RFCSLLC (271):					104.79			
Western Skies DE, LLC (2124)								
2024								
2024	Invoice	Lease Purchase 1856 Colorado Bl	04/09/2024	04/30/2024	218,750.00	Open	04/24	59-70-7901
Total 2024:					218,750.00			
Total Western Skies DE, LLC (2124):					218,750.00			
WEX BANK (1459)								
95924829								
95924829	Invoice	Fleet fuel - Police	03/23/2024	04/12/2024	2,318.55	Open	03/24	10-30-6191
Total 95924829:					2,318.55			
Total WEX BANK (1459):					2,318.55			
Williford LLC (2077)								
IS-CCC-013								
IS-CCC-013	Invoice	Clear Path Home	03/07/2024	04/06/2024	12,243.00	Open	02/24	21-00-5103
Total IS-CCC-013:					12,243.00			
Total Williford LLC (2077):					12,243.00			
Xcel Energy (540)								
870009341								
870009341	Invoice	525 Pine Slope	03/21/2024	04/10/2024	12.79	Open	03/24	51-00-6001
Total 870009341:					12.79			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
870019200								
870019200	Invoice	PD	03/21/2024	04/10/2024	344.28	Open	03/24	10-30-6001
Total 870019200:					344.28			
870024360								
870024360	Invoice	New WWTP	03/21/2024	04/10/2024	3,765.83	Open	03/24	52-00-6001
Total 870024360:					3,765.83			
870029605								
870029605	Invoice	1101 soda creek	03/21/2024	04/10/2024	166.81	Open	03/24	51-00-6001
Total 870029605:					166.81			
870040487								
870040487	Invoice	Water Treatment Plant	03/21/2024	04/10/2024	4,253.80	Open	03/24	51-00-6001
Total 870040487:					4,253.80			
870046294								
870046294	Invoice	1711 Miner	03/21/2024	04/10/2024	489.35	Open	03/24	10-20-6001
Total 870046294:					489.35			
870102792								
870102792	Invoice	1801 miner a	03/21/2024	04/10/2024	15.98	Open	03/24	52-00-6001
Total 870102792:					15.98			
870153818								
870153818	Invoice	10 Montane	03/21/2024	04/10/2024	43.42	Open	03/24	51-00-6001
Total 870153818:					43.42			
870181360								
870181360	Invoice	980 CR 314	03/21/2024	04/10/2024	3,371.28	Open	03/24	52-00-6001
Total 870181360:					3,371.28			
870584954								
870584954	Invoice	pw	03/26/2024	04/15/2024	581.09	Open	03/24	10-10-6001
Total 870584954:					581.09			
870585905								
870585905	Invoice	Parks	03/26/2024	04/15/2024	757.63	Open	03/24	10-60-6001
Total 870585905:					757.63			
Total Xcel Energy (540):					13,802.26			
Grand Totals:					815,445.67			

Report GL Period Summary

GL Period	Amount
05/24	9,858.00
01/24	420.00
04/24	542,434.76

GL Period	Amount
03/24	228,240.42
02/24	34,492.49
Grand Totals:	815,445.67

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



City of Idaho Springs City Council

Meeting Date: April 2024

8/10

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

Return to Wonder Martell, Deputy City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

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

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- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

I am requesting a forbearance on my sewer bill.

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

Requested By: Elizabeth Tyus Organization: none

Phone: (Home): 303-567-2304

(Work): _____

(Fax): _____

(Cell): _____

Mailing address: 1281 Chicago Creek Rd Idaho Springs CO 80452

E-Mail Address: _____

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

OFFICE USE ONLY:

Date Received: 03/28/2024

By: Wonder

Information Complete: ☒ Yes ☐ No

Missing: n/a

Dear City of Idaho Springs,

March 25, 2024

I am writing to you today to ask for forbearance for our Sewer Bill in the amount of \$800.49. My husband and I were faced with a major challenge and hardship in December 2023, our Main Water Line broke and the total repair was 23,000.00.

We are very appreciative of the City of Idaho Springs who brought this to our attention by calling us and informing us of our skyrocket water usage for the previous month. When we said we hadn't used any more or less than other months. The City was on it, they asked Paul to check out our water supply. Paul responded to our home immediately (literally within 15 minutes). Even though Paul gave us the bad news, that the water leak was on our side. Their knowledge, experience and kindness during a difficult time was very much appreciated. We understand that is our responsibility to pay for the water that was lost, but we are under impression we may be eligible for a reduction on the Sewer, and if not if we could arrange monthly payment till paid in full.

We thank all the staff of Idaho Springs, and I can't express how much you have been available and willing to help in so many ways.

Thank you,

Elizabeth Tyus Landline 303-567-2304

1281 Chicago Creek Rd

Idaho Springs, CO 80452

Chicago Creek Sanitation District

PO Box 634

Idaho Springs, CO 80452

(303)567-2855

ccsd_103@yahoo.com

Invoice

Date	Invoice #
1/19/2024	3676
Account #	10466.01

Bill To

Sean Tyus

1281 Hwy 103

Idaho Springs, CO 80452

Service Address

1281 Hwy 103, ID

Total Balance

\$800.49

Quantity	Description	Rate	Amount
2	Sanitation District Maintenance Fee \$10.00/month (1)	10.00	20.00
84,823	City Processing Base Rate (2)	64.34	64.34
	City Processing Charge for Actual Usage (3)	0.00695	589.52
	Late Fee	11.51	11.51
PAYMENTS CAN BE MADE ON-LINE AT www.chicagocreeksanitation.colorado.gov/sewer-services			
(1) Monthly service charge to operate the Sanitation District			
(2) City base rate for processing District Sewage			
(3) City usage fee based on gallons used			
NOTE: The City processing charges are a straight pass-through. The Sanitation District does not add additional charges. Processing charges for District customers are same as for Idaho Springs city customers.			
Current Charges			\$685.37

Please Return Bottom Portion with Payment

Chicago Creek Sanitation District

PO Box 634

Idaho Springs, CO 80452

Due Date	Account #	Balance Due
2/26/2024	10466.01	\$800.49

Bill To

Sean Tyus

1281 Hwy 103

Idaho Springs, CO 80452

Amount Paid

A late fee will be applied to any unpaid balances after March 15, 2024.



Idaho Springs City Hall

1711 Miner St • PO Box 907

Idaho Springs CO 80452

(303) 567-4421 • FAX (303) 567 4955

Idaho Springs City Council

Re: Sewer Relief
Sean & Liz Tyus – 1281 Highway 103
Leak Discovered A/C#: 1.0598.1

Dear Council Members,

During the December 2023 import of water usage information into our utilities management software, staff discovered unusually high water usage at 1281 Highway 103. We reached out to the property owner to advise them of this unusually high usage and suggested that they check for either a running toilet or a leak at the property.

On December 12th 2023, Liz Tyus called City Hall and advised staff that they had a broken water main and they had contacted Blue Sky Plumbers to fix the leak. Liz Tyus called again on January 2nd 2024 to advise us that the leak had been fixed. The Utility Clerk let her know that she could come to council to request a reduction on the sewer charges as the usage went into the ground because of the leak, and not to the plant to be treated.

The average water/sewer usage for this property is from 6,000 gallons per cycle to 10,000 gallons per cycle. Prior to this leak, the highest historic usage was 10,000 gallons. The leak went thru 2 billing cycles with January 2024 bill having 84,823 gallons of usage and March having 37,891 gallons of usage. A total of 122,714 gallons of water was used during those two cycles creating bill amounts of \$1,340.00 in January and \$621.80 in March of 2024.

The usual bi-monthly water bill for this property averages around \$270.00 for 10,000 gallons of usage. This property is on the Chicago Creek Sewer Line so any credit would need to be given to Chicago Creek Sanitation so they could pass the sewer discount to Liz & Sean Tyus. The total amount of the water that was billed for and did not get treated by the plant, minus the usual and customary bill amounts is \$1,441.85.

Staff is requesting that council grant this sewer relief to Chicago Creek Sanitation so they may pass a discount to the Tyus's because the water that leaked out, did not go into the sewer system to be treated. The total relief amount would be \$1,441.85 toward the sewer portion of the bill .

Sincerely,

Wonder Martell
Deputy City Clerk
City of Idaho Springs
303-567-4421 x 111



City of Idaho Springs City Council

Meeting Date: 4/8

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

Return to Diane Breece, City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

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

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- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

I am asking the city for more transparency and understanding on our water billing rates. As a business owner, I am billed at irratic rates that do not match the water usage from month to month. I would like to understand how commercial water is billed. As a homeowner, we have not received a bill at our new address since we closed in August.

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

I have spoken to Patty no less than 3 times over the course of 6 months about my questions. I have not received clarity, and each time I have reached out to her, I have been treated in an unfair and agressive way.

Requested By: Amy Miley citizen, & Clear Creek Wellness Co business.

Organization: Clear Creek Wellness Co

Phone: (Home): 3033497393

(Work): 7206689836

(Fax): _____

(Cell): _____

Mailing address: _____

E-Mail Address: clearcreekcountyacu@gmail.com

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____



City of Idaho Springs City Council

Meeting Date: ~~02/25/20~~ TBD

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

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Summary of your comments or concerns:

City Utility Questions

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

Patti Questions about cost and metering. We have talked a few times & she is very helpful. I just want her brought up to council and I heard a few other people were approaching the topic to council

Requested By: Tara Worley Organization: Marigold (flower shop)

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

(Fax): _____ (Cell): _____

Mailing address: _____ E-Mail Address: tara.r.worley@gmail.com

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No.13, Series 2024

AN ORDINANCE ANNEXING TO THE CITY OF IDAHO SPRINGS APPROXIMATELY 100 ACRES OF PROPERTY WITHIN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN IN CLEAR CREEK COUNTY, COLORADO, KNOWN AS PORTIONS OF INTERSTATE HIGHWAY 70 (I-70)

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

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

WHEREAS, the City has received an annexation petition to annex certain property within unincorporated Clear Creek County to the City, such property more particularly described and illustrated on the Annexation Map attached hereto and incorporated herein as **Exhibit A** (the "Property"); and

WHEREAS, by Resolution No. 6, Series 2024, the Idaho Springs City Council ("Council") found that said annexation petition substantially complies with statutory requirements, as set forth under the Colorado Municipal Annexation Act of 1965, C.R.S., 31, 12-101 *et seq.*; and

WHEREAS, after due and proper notice, a public hearing on the proposed annexation was conducted in accordance with Sections 31-12-108 and 109, C.R.S., and after due consideration, the Council finds that the Property is eligible for annexation in that all relevant conditions and requirements set forth in Sections 31 12 104 and 31-12-105, C.R.S., exist or have been met; that no election is required under Section 31-12-107(2), C.R.S.; and that no additional terms and conditions are to be imposed, other than those specified in this Ordinance; and

WHEREAS, the Council further finds and declares that the owner of one hundred percent (100%) of the area to be annexed has petitioned for this annexation; and

WHEREAS, the Council therefore finds that it is desirable to annex the Property into the City.

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

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

Section 2. The Council finds that the Property is eligible for annexation in that all relevant conditions and requirements set forth in Sections 31 12 104 and 31-12-105, C.R.S., exist or have been met; that no election is required under Section 31-12-107(2), C.R.S.; that no additional terms and

conditions are to be imposed; that the owner of one hundred percent (100%) of the area to be annexed has petitioned for this annexation.

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 29th day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CERTIFICATION

I, Diane Breece, City Clerk of the City of Idaho Springs, do hereby certify that the above and foregoing is a true and complete copy of an Ordinance duly adopted and finally-approved by the City Council of the said City at a regular meeting held on April 29, 2024.

Diane Breece, City Clerk

EXHIBIT A

I-70 ANNEXATION TO THE CITY OF IDAHO SPRINGS

[Annexation Map]

IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN,
AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF CLEAR CREEK, STATE COLORADO

	REVENUE		PROJECT NO.
	Dr	Cr	
26 North 5175' 49" East, a distance of 236.33 feet.			220608
27 North 78° 46' 29" East, a distance of 23.97 feet.			
28 South 89° 42' 31" East, a distance of 52.09 feet.			
29 South 46° 24' 42" East, a distance of 72.53 feet.			

TITLE
ANNEXATION MAP TO THE CITY COUNTY OF CLEAR CREEK, STA

SURVEYOR'S CERTIFICATION:

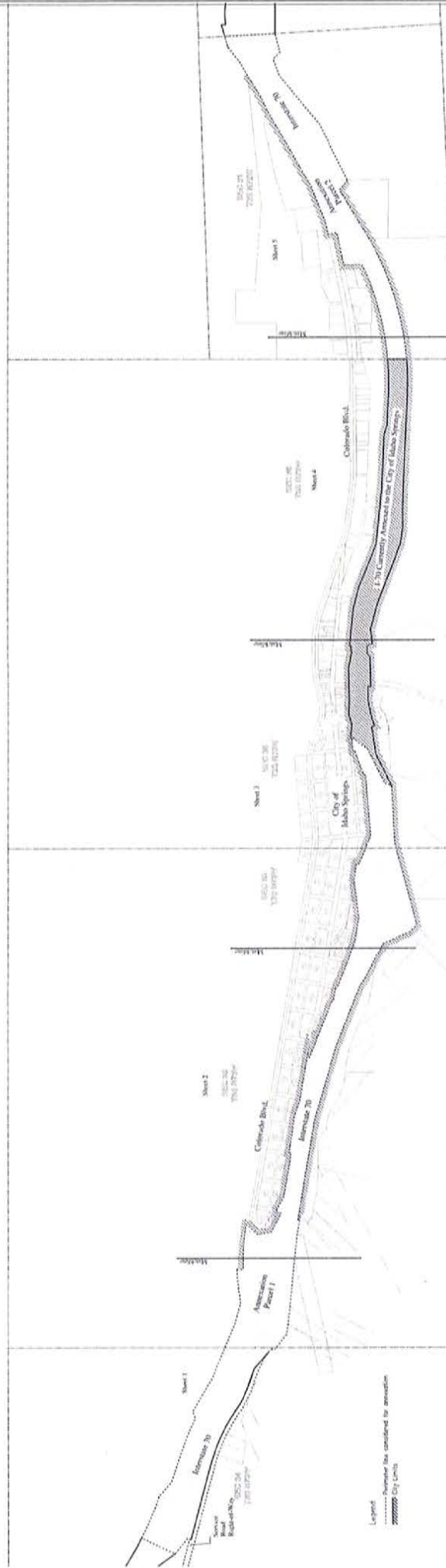


REVISIONS: 1a _____ 1b _____ 1c _____ 1d _____ 1e _____ 1f _____ 1g _____ 1h _____ 1i _____ 1j _____ 1k _____ 1l _____ 1m _____ 1n _____ 1o _____ 1p _____ 1q _____ 1r _____ 1s _____ 1t _____ 1u _____ 1v _____ 1w _____ 1x _____ 1y _____ 1z _____ 2a _____ 2b _____ 2c _____ 2d _____ 2e _____ 2f _____ 2g _____ 2h _____ 2i _____ 2j _____ 2k _____ 2l _____ 2m _____ 2n _____ 2o _____ 2p _____ 2q _____ 2r _____ 2s _____ 2t _____ 2u _____ 2v _____ 2w _____ 2x _____ 2y _____ 2z _____ 3a _____ 3b _____ 3c _____ 3d _____ 3e _____ 3f _____ 3g _____ 3h _____ 3i _____ 3j _____ 3k _____ 3l _____ 3m _____ 3n _____ 3o _____ 3p _____ 3q _____ 3r _____ 3s _____ 3t _____ 3u _____ 3v _____ 3w _____ 3x _____ 3y _____ 3z _____ 4a _____ 4b _____ 4c _____ 4d _____ 4e _____ 4f _____ 4g _____ 4h _____ 4i _____ 4j _____ 4k _____ 4l _____ 4m _____ 4n _____ 4o _____ 4p _____ 4q _____ 4r _____ 4s _____ 4t _____ 4u _____ 4v _____ 4w _____ 4x _____ 4y _____ 4z _____ 5a _____ 5b _____ 5c _____ 5d _____ 5e _____ 5f _____ 5g _____ 5h _____ 5i _____ 5j _____ 5k _____ 5l _____ 5m _____ 5n _____ 5o _____ 5p _____ 5q _____ 5r _____ 5s _____ 5t _____ 5u _____ 5v _____ 5w _____ 5x _____ 5y _____ 5z _____ 6a _____ 6b _____ 6c _____ 6d _____ 6e _____ 6f _____ 6g _____ 6h _____ 6i _____ 6j _____ 6k _____ 6l _____ 6m _____ 6n _____ 6o _____ 6p _____ 6q _____ 6r _____ 6s _____ 6t _____ 6u _____ 6v _____ 6w _____ 6x _____ 6y _____ 6z _____ 7a _____ 7b _____ 7c _____ 7d _____ 7e _____ 7f _____ 7g _____ 7h _____ 7i _____ 7j _____ 7k _____ 7l _____ 7m _____ 7n _____ 7o _____ 7p _____ 7q _____ 7r _____ 7s _____ 7t _____ 7u _____ 7v _____ 7w _____ 7x _____ 7y _____ 7z _____ 8a _____ 8b _____ 8c _____ 8d _____ 8e _____ 8f _____ 8g _____ 8h _____ 8i _____ 8j _____ 8k _____ 8l _____ 8m _____ 8n _____ 8o _____ 8p _____ 8q _____ 8r _____ 8s _____ 8t _____ 8u _____ 8v _____ 8w _____ 8x _____ 8y _____ 8z _____ 9a _____ 9b _____ 9c _____ 9d _____ 9e _____ 9f _____ 9g _____ 9h _____ 9i _____ 9j _____ 9k _____ 9l _____ 9m _____ 9n _____ 9o _____ 9p _____ 9q _____ 9r _____ 9s _____ 9t _____ 9u _____ 9v _____ 9w _____ 9x _____ 9y _____ 9z _____ 10a _____ 10b _____ 10c _____ 10d _____ 10e _____ 10f _____ 10g _____ 10h _____ 10i _____ 10j _____ 10k _____ 10l _____ 10m _____ 10n _____ 10o _____ 10p _____ 10q _____ 10r _____ 10s _____ 10t _____ 10u _____ 10v _____ 10w _____ 10x _____ 10y _____ 10z _____ 11a _____ 11b _____ 11c _____ 11d _____ 11e _____ 11f _____ 11g _____ 11h _____ 11i _____ 11j _____ 11k _____ 11l _____ 11m _____ 11n _____ 11o _____ 11p _____ 11q _____ 11r _____ 11s _____ 11t _____ 11u _____ 11v _____ 11w _____ 11x _____ 11y _____ 11z _____ 12a _____ 12b _____ 12c _____ 12d _____ 12e _____ 12f _____ 12g _____ 12h _____ 12i _____ 12j _____ 12k _____ 12l _____ 12m _____ 12n _____ 12o _____ 12p _____ 12q _____ 12r _____ 12s _____ 12t _____ 12u _____ 12v _____ 12w _____ 12x _____ 12y _____ 12z _____ 13a _____ 13b _____ 13c _____ 13d _____ 13e _____ 13f _____ 13g _____ 13h _____ 13i _____ 13j _____ 13k _____ 13l _____ 13m _____ 13n _____ 13o _____ 13p _____ 13q _____ 13r _____ 13s _____ 13t _____ 13u _____ 13v _____ 13w _____ 13x _____ 13y _____ 13z _____ 14a _____ 14b _____ 14c _____ 14d _____ 14e _____ 14f _____ 14g _____ 14h _____ 14i _____ 14j _____ 14k _____ 14l _____ 14m _____ 14n _____ 14o _____ 14p _____ 14q _____ 14r _____ 14s _____ 14t _____ 14u _____ 14v _____ 14w _____ 14x _____ 14y _____ 14z _____ 15a _____ 15b _____ 15c _____ 15d _____ 15e _____ 15f _____ 15g _____ 15h _____ 15i _____ 15j _____ 15k _____ 15l _____ 15m _____ 15n _____ 15o _____ 15p _____ 15q _____ 15r _____ 15s _____ 15t _____ 15u _____ 15v _____ 15w _____ 15x _____ 15y _____ 15z _____ 16a _____ 16b _____ 16c _____ 16d _____ 16e _____ 16f _____ 16g _____ 16h _____ 16i _____ 16j _____ 16k _____ 16l _____ 16m _____ 16n _____ 16o _____ 16p _____ 16q _____ 16r _____ 16s _____ 16t _____ 16u _____ 16v _____ 16w _____ 16x _____ 16y _____ 16z _____ 17a _____ 17b _____ 17c _____ 17d _____ 17e _____ 17f _____ 17g _____ 17h _____ 17i _____ 17j _____ 17k _____ 17l _____ 17m _____ 17n _____ 17o _____<	
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ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS
PARTS OF INTERSTATE 70

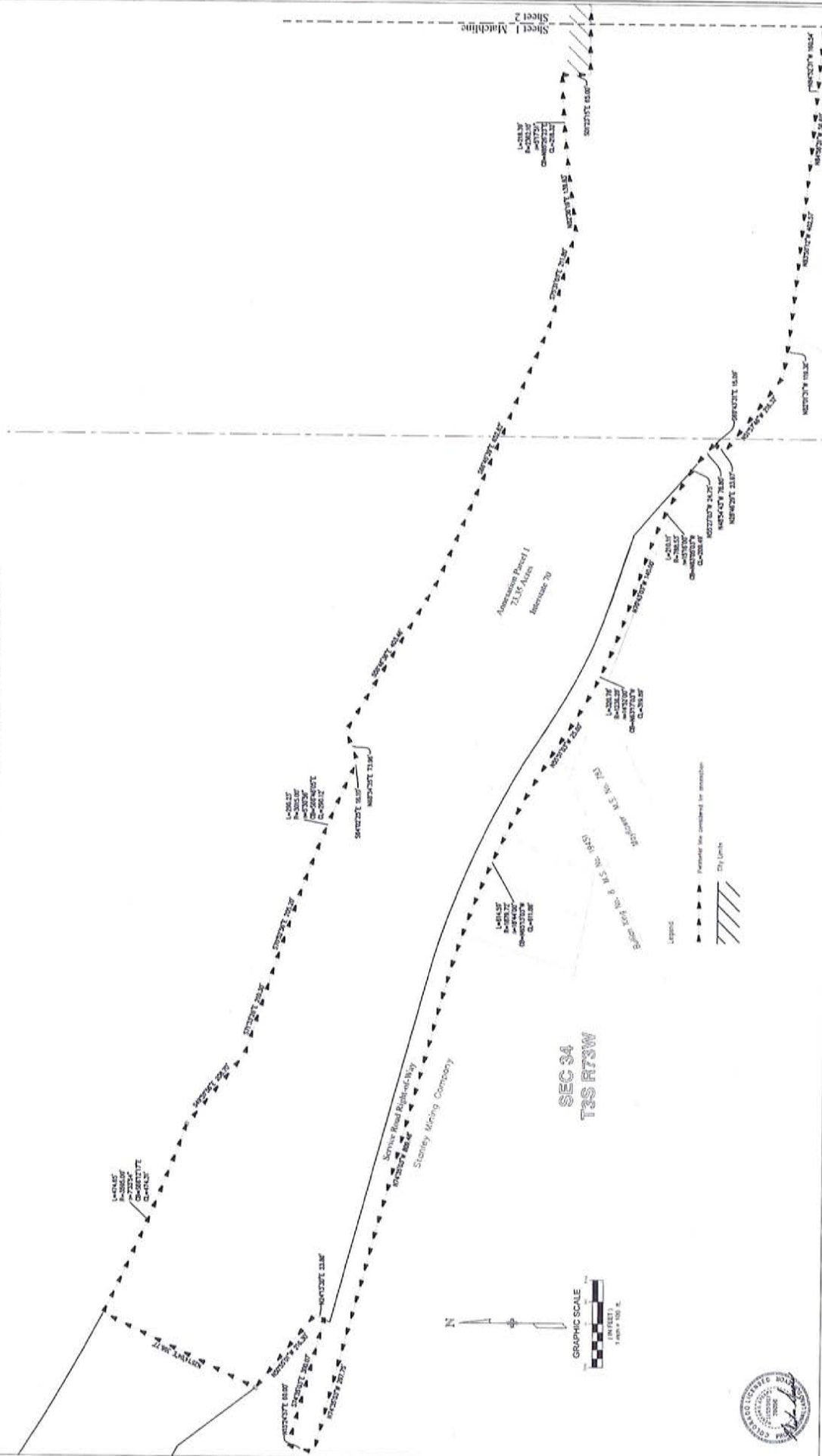
IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN,
AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF CLEAR CREEK, STATE OF COLORADO
VICINITY MAP



REVISIONS		PROJECT NO.	TITLE	CLIENT	CITY OF IDAHO SPRINGS	CLEAR CREEK SURVEYING
No.	Description	23-004	ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS COUNTY OF CLEAR CREEK, STATE OF COLORADO			
1						
2						
3						
4						
5						
6						
7						

ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS
 PARTS OF INTERSTATE 70
 IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF CLEAR CREEK, STATE OF COLORADO



REVISIONS		DATE	BY	CHECKED BY	APPROVED BY	TITLE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
NO.	DESCRIPTION								
1	Initial Survey	12/15/2014	J. L. Smith	J. L. Smith	J. L. Smith	Annexation Map to the City of Idaho Springs	2207004	3	7

CLEAR CREEK SURVEYING
 IDAHO SPRINGS, COLORADO
 801.455.1234

CITY OF IDAHO SPRINGS

ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS
 COUNTY OF CLEAR CREEK, STATE OF COLORADO

TITLE

1/3 - Surveyor's Seal (Surveyor's Name/ID/Signature) - State of Colorado - Commission Expires 12/31/2016

ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS

PARTS OF INTERSTATE 70

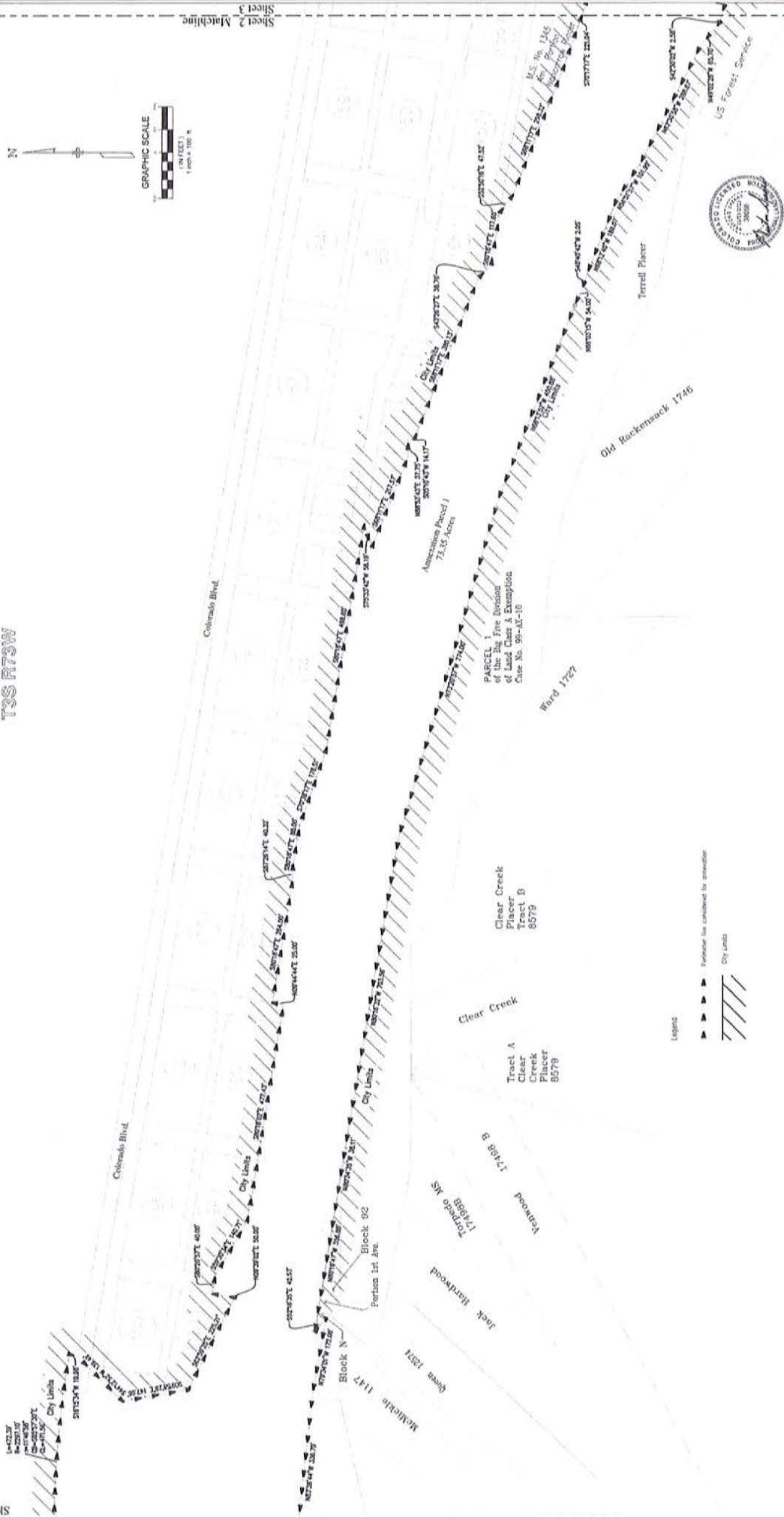
IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN.

AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN.

COUNTY OF CLEAR CREEK, STATE OF COLORADO

SEC 35
T3S R73W

Sheet 2

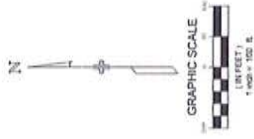


REVISIONS		PROJECT NO.	TITLE	CLIENT	CITY OF IDAHO SPRINGS	CLEAR CREEK SURVEYING		DATE
NO.	DESCRIPTION					PROJECT NO.	DATE	
1	Original	20240101	ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS			4	2024	7
2	Revised	20240101	COUNTY OF CLEAR CREEK, STATE OF COLORADO			4	2024	7

TO THE CITY OF IDAHO SPRINGS

SEC 36
T3S R73W

SEC 35
TSS R73W



Colorado Blvd.

Colorado Blvd.

Colorado Blvd.

H. Montague
Pleiser MS

Annexation Parcel 1
73.35 Acres
Interstate 70

City of Idaho Springs

H. Montague Placer
Amended M.S. No.
450 Book 256, Page
558

J.P. Sears Plover Amended
U.S. No. 302
Book 105, Page 10

Conclusions

Parameter line considered for minimization

City Units



REVIEWS		
1st	By _____	Description _____
2nd	By _____	Description _____
3rd	By _____	Description _____
4th	By _____	Description _____

PRODUCT NO.	20GEN34
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ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS
COUNTY OF CLEAR CREEK, STATE OF COLORADO

CLIENT CITY OF IDAHO SPRINGS

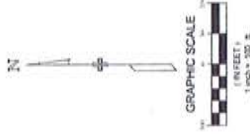
CLEAR CREEK SURVEYING
P.O. BOX 3464
DALLAS, TEXAS 75208-3464

7

ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS
 PARTS OF INTERSTATE 70
 IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF CLEAR CREEK, STATE OF COLORADO

SEC 36
 T3S R73W



Sheet 4

Sheet 3
 Matchline

Colorado Blvd.

City of Idaho Springs

1-10 Currently Annexed to the City of Idaho Springs

City Limits

Annexation Parcel 2
 27.25 Acres



REVISIONS			PROJECT NO.	TITLE	CLIENT	CITY OF IDAHO SPRINGS	CLEAR CREEK SURVEYING	SHEET NO.	NO. OF SHEETS
Rev	By	Description	20250404	ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS COUNTY OF CLEAR CREEK, STATE OF COLORADO			FOI: B003764 HAMMOND, JAMES 100175-2014-2025	6	7

TO THE CITY OF IDAHO SPRINGS

IN SECTIONS 34, 35, 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN.
AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN.
COUNTY OF CLEAR CREEK, STATE OF COLORADO







T3S R72W



Sheet 5

US Forest Service

US Forest Service

Daughters of the American Revolution Tract

City of Lehigh Springs Ball fields

Prüfung

Perimeter line considered for attribution

City Limits



REVISIONS	
Due	By
Due	By
Due	By
Due	By
Due	By

PRODUCT	PRODUCT NO.
---------	-------------

271

ANNEXATION MAP TO THE CITY OF IDAHO SPRINGS
COUNTY OF CLEAR CREEK, STATE OF COLORADO

INDEX

CITY OF IDAHO SPRINGS

CLEAR CREEK SURVEYING

IT No.	No. of units
--------	-----------------

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No.14, Series 2024

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT TEMPORARY SEASONAL EMPLOYEE CAMPING DURING THE 2024 RAFTING SEASON ONLY ON CERTAIN PROPERTY WEST OF THE SHELLY/QUINN BALL FIELDS PARK, ALSO KNOWN AS PART OF THE SILVER SPRUCE ANNEXATION TO THE CITY OF IDAHO SPRINGS

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, Duke Bradford (the "Applicant") applied to the City for a Conditional Use to permit a trial run of temporary seasonal employee camping during the 2024 rafting season upon property located directly west of the Shelly/Quinn Ball Fields Park, south Exit 241 of Interstate 70, that was annexed into the City as part of the Silver Spruce Annexation of 1974, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Planning Commission reviewed all facts and circumstances relevant to the aforementioned application (the "Application") on April 3, 2024 and forwarded its recommendation to the City Council; and

WHEREAS, the Application was scheduled for public hearing before the City Council on April 29, 2024, 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 Zoning Ordinance of the City; and

WHEREAS, the public hearing was conducted on April 29, 2024, at which time all interested parties were afforded an opportunity to be heard; and

WHEREAS, as of the date of said public hearing, no written protests to the proposed Conditional Use had been received; and

WHEREAS, after reviewing all of the relevant evidence and testimony, the City Council has determined that the proposed Conditional Use conforms to the relevant requirements of the Idaho Springs Municipal Code ("ISMC"), is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions, 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 Property is allowed a Conditional Use for temporary seasonal employee camping during the 2024 rafting season only with the following conditions and limitations:

1. Approval will expire on October 1, 2024.
2. The Handbook and Lease (Attachment 1 to the Staff Report from Dylan Graves, Idaho Springs Community Development Planner) and the Map of the site (Attachment 2 to the same) are both expressly incorporated as conditions of approval.
3. Potable water must be available on-site at all times.
4. The Clear Creek Fire Authority shall sign off on the location of campsites, fire pits, and cooking areas prior to operation. Occupancy of the site cannot occur until the City receives confirmation that Fire Authority authorization has been provided.
5. All campsite locations shall be numbered and a map of the site, showing all campsites labeled, shall be provided to the City prior to operation and posted at the site.
6. Trash and recycling must be picked up weekly at minimum.
7. Adequate portable toilets will be provided on-site and will be pumped monthly at a minimum or as needed.
8. Prior to occupancy of the property, the applicant shall work with the City to assign an address to the property for the purposes of emergency response.
9. The applicant is required to provide to City Administration and the Police Department two (2) authorized contacts (a primary contact and backup contact) for the property who can physically respond to the site within sixty (60) minutes or less.
10. Parking spaces shall meet minimum parking standards,, shall be delineated on-site to the City's satisfaction, and shall include spaces for at least 38 vehicles (including 10 campervan spaces). A parking plan showing the layout of spaces shall be provided prior to occupation of the property. No parking associated with this use shall be permitted off site.
11. Public access across the property along the existing paved path shall be maintained and not blocked.
12. City Staff shall perform a site walk-through once all improvements proposed are established on-site to confirm compliance with the above conditions of approval.
13. The City Council may revoke this CUP at any time in accordance with the ISMC.
14. No natural (wood) fires are permitted on-site. Gas fires, including camp stoves, may be permitted on-site with Fire Authority authorization.
15. Signage shall be installed at the entrance to the trail underpass to I-70 at Edwards St. stating that no motorized vehicles are permitted. Signage stating that no motorized vehicles are permitted shall also be placed on the trail directly west of the proposed campsite to designate the end of access road sharing the trail.
16. "Share the Road" and speed limit signage similar to the signs installed on Riverside Drive and the Clear Creek Greenway Trail shall be installed both directions on the access road between the Shelly-Quinn Ballfields entrance and the entrance to the campground where pedestrians and vehicles may interact.
17. The Handbook and Lease Agreement shall be updated to state that up to ten (10) camper vans may be permitted on-site for overnight occupancy and specific campervan spaces shall be delineated prior to occupancy.

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 April 8, 2024, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a special meeting of the City Council of the City of Idaho Springs, Colorado, held on April 29, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

Legal description of property

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N86°04'30"E, 1262.58 FEET TO A POINT MARKED BY A STEEL PIN, WHICH POINT IS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE N0°43'30"W, 838.80 FEET TO A STEEL PIN ON THE SOUTH BOUNDARY LINE OF U.S. HIGHWAY 6 AND 40 AS LOCATED ON JANUARY 28, 1993 (INTERSTATE HIGHWAY 70); THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID U.S. HIGHWAY 6 AND 40 A DISTANCE OF 1332.40 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 31; THENCE S0°13'30"E, 522.02 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 31, THE TRUE POINT OF BEGINNING, KNOWN AS SILVER SPRUCE ADDITION TO THE CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 8, Series 2024

AN ORDINANCE APPROVING A LEASE AND PURCHASE OPTION AGREEMENT FOR THAT CERTAIN REAL PROPERTY KNOWN AS 1856 COLORADO BOULEVARD, IDAHO SPRINGS, COLORADO

WHEREAS, the City of Idaho Springs (the “City”), in the County of Clear Creek and State of Colorado, is duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to lease, hold and acquire real or personal property, together with any facilities thereon, and is authorized by Section 31-15-801, C.R.S., to enter into leasehold agreements, which agreements may include an option to purchase and acquire title to the leased property, the terms thereof to be approved by ordinance; and

WHEREAS, the City Council finds that certain real property with a street address of 1856 Colorado Boulevard, Idaho Springs, CO and legally described as Subdivision: LOGAN PLACER #6027 - ID SPGS PARCEL 1 & IMP 560/928 SUBD #214183 644/662 (“Subject Property”) is useful to the City for a variety of potential purposes, due to its location and features; and

WHEREAS, accordingly, the City Council has determined that it is in the best interests of the City to enter into a lease and purchase option agreement (the “Lease and Purchase Option Agreement”) with Western Skies DE, LLC (the “Owner”) pursuant to which the Owner will lease, with an option to purchase, the Subject Property to the City for the purchase price of \$875,000, financed over 3 years; and

WHEREAS, the obligations of the City that are set forth in the attached Lease and Purchase Option Agreement shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease and Purchase Option Agreement shall be in effect; and

WHEREAS, the Council desires to approve the form of the Lease and Purchase Option Agreement and authorize the execution thereof.

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

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

Section 2. The form of the Lease and Purchase Option Agreement attached hereto between the City and Western Skies DE, LLC, and dated as of April 8, 2024, is hereby approved and the Mayor and City Clerk are authorized to execute the Lease and Purchase Option Agreement and any and all other documents that may be necessary or desirable to effectuate the performance of the City thereunder.

Section 3. Severability. If any 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 adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and/or welfare of the public, that this ordinance is necessary for the preservation of health and safety or for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effective Date. This ordinance shall take effect pursuant to the laws of the state of Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of March, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

LEASE AND PURCHASE OPTION AGREEMENT

between

Western Skies DE, LLC,
as Lessor

and

The City of Idaho Springs, Colorado
as Lessee

Dated as of April 8, 2024

LEASE AND PURCHASE OPTION AGREEMENT

THIS LEASE AND PURCHASE OPTION AGREEMENT dated as of April 8, 2024 (this "Lease"), is between Western Skies DE, LLC, a Delaware corporation duly registered as a foreign corporation in the state of Colorado (the "Owner"), as lessor, and the City of Idaho Springs, Colorado (the "City"), a municipal corporation under the laws of the State of Colorado, as lessee.

WITNESSETH:

WHEREAS, the City is a duly and regularly created, organized and existing statutory municipality and political subdivision of the State, existing as such under and by virtue of the statutes of the State of Colorado: and

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes ("C.R.S."), to lease, hold and acquire real or personal property, together with any facilities thereon, and is authorized by Section 31-15-801, C.R.S., to enter into leasehold agreements, which agreements may include an option to purchase and acquire title to the leased property; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect; and

WHEREAS, the execution, performance and delivery of this Lease have been authorized, approved and directed by the City Council by an ordinance finally passed and adopted by the City Council:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

"Lease;" "Owner;" "City;" and "C.R.S."

Section 1.02. Additional Definitions. The following additional terms shall have the meanings specified below:

"Additional Rentals" means the cost of all (a) actual expenses and fees of the Owner related to the performance of the provisions of this Lease related to the Leased Property, or otherwise incurred at the request of the City, (b) insurance premiums, utility charges, maintenance, upkeep, repair, improvement and replacement in respect of the Leased Property, and (c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same), as specifically set forth herein which the City assumes or agrees to pay hereunder. Additional Rentals do not include Base Rentals. Any provision of this paragraph notwithstanding, "Additional Rentals" shall not include that portion of real property taxes for the Leased Property applicable for January through March, 2024. The 2024 taxes shall be paid by the Owner and the City shall pay its pro rated share of the 2024 taxes upon the Owner's request. If the Leased Property is subject to property taxes during the subsequent years of the Lease Term during which the City has the sole right of possession of the same, the City shall owe such property taxes due and owing as Additional Rentals.

"Authorized Officer of the City" means any person authorized by resolution or ordinance of the City Council to perform any act or execute any document.

"Base Rentals" means the payments payable by the City during the Lease Term pursuant to Section 6.02 of this Lease and as set forth in Exhibit B, as it may be amended hereunder from time to time, which constitute the payments payable by the City for and in consideration of the right to use the Leased Property during the Lease Term.

"Base Rental Payment Dates" means annual payments due not later than March ____ of each year of the Lease Term.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in Denver, Colorado are authorized by law to remain closed.

"Counsel" means an attorney at law or law firm (who may be counsel for the Owner or the City) who is satisfactory to both the City and the Owner.

"Event of Default" means one or more events of default as defined in Section 14.01 of this Lease.

"Event of Nonappropriation" means a termination of this Lease by the City, determined by the City's failure, for any reason, to duly enact by the last day of each Fiscal Year an appropriation resolution for the ensuing Fiscal Year which includes (a) by specific line item reference amounts authorized and directed to be used to pay the Base Rental due that year, and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, as provided in Section 6.04 of this Lease. The term also means notice under Section 4.01 of this Lease of the City's intention to terminate and an event described in Section 6.04 of this Lease relating to the failure by the City to appropriate amounts due as Additional Rentals in excess of the amounts estimated to become due.

"Fiscal Year" means the fiscal or budget year of the City ending on December 31st of each year.

"Force Majuere" means, without limitation, the following: acts of God; strikes, lockouts

or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the City.

"Lease Remedy" or "Lease Remedies" means any or all remedial steps provided in Section 14.02 of this Lease whenever an Event of Default hereunder has happened and is continuing.

"Lease Term" means the time during which the City is the lessee of the Leased Property under this Lease, including the Original Term and all Renewal Terms as provided in and subject to Article IV and Sections 6.01, 6.02 and 6.04 of this Lease; certain provisions of this Lease survive the termination of the Lease Term, as provided in Section 4.02 of this Lease.

"Leased Property" means the property described in Exhibit A attached hereto.

"Net Proceeds" when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the Owner.

"Original Term" means the portion of the Lease Term that commences on April 8, 2024 and terminates on December 31, 2024.

"Opinion of Counsel" means a written opinion of legal counsel.

"Permitted Encumbrances" means: (a) liens for taxes and assessments not then delinquent, taxes unpaid by the City, or liens which may remain unpaid pending contest pursuant to the provisions of Article VIII and Article IX of this Lease; (b) this Lease; (c) utility, access and other easements and rights of way of record as of the date of this Lease; (d) encumbrance(s) related to the actions of the City, and (e) matters of record as of the date of this Lease.

"Purchase Option Price" means the amount payable, at the option of the City, for the purpose of terminating this Lease with respect to the Leased Property and purchasing the Leased Property pursuant to Article XII of this Lease, which amount shall be the amounts identified in Exhibit B hereto as the Purchase Option Price.

"Renewal Term" means any optional renewal of the Lease Term for the next Fiscal Year by the City, as provided in Article IV of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City. The City represents,

covenants and warrants as follows:

a. The City is a political subdivision of the State, duly organized and existing under the laws of the State. The City is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations under this Lease. The City has duly authorized and approved the execution and delivery of this Lease.

b. Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the City, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City.

c. There is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Lease or the ability of the City to make the payments required hereunder or to otherwise comply with the obligations contained herein.

Section 2.02. Representations, Covenants and Warranties of the Owner. The Owner represents, covenants and warrants as follows:

a. The Owner has all requisite power to convey legal interests the Leased Property and to execute, deliver, enter into and perform all the transactions contemplated by this Lease and to carry out its obligations under this Lease, and has duly executed and delivered this Lease and all other documents related to this Lease.

b. Except as specifically provided in this Lease, the Owner will not pledge or assign its right, title and interest in and to any of its rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in to and under this Lease or the Leased Property.

c. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Owner is now a party or by which the Owner is bound, or constitutes a default under any of the foregoing.

d. Except as specifically provided in this Lease, the Owner will not assign its duties and obligations under this Lease to any other person, firm or owner, so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

e. There is no litigation or proceeding pending or threatened against the Owner or any other person affecting the right of the Owner to execute this Lease and to perform its obligations hereunder.

f. The Owner acknowledges that the obligations of the City under this Lease are not

and shall not constitute or give rise to a general obligation or multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional, charter or statutory provision or limitation nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. The Owner further acknowledges that the City may elect not to renew this Lease by failure to budget and appropriate funds sufficient to meet its next Fiscal Year's Base Rentals and Additional Rentals, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the City Council.

g. To the best knowledge of the Owner, after due inquiry, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "Environmental Regulations"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Leased Property to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, "Hazardous Substances") are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Leased Property in violation of any Environmental Regulation; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Leased Property into the environment; (iii) the Leased Property has not been used as or for a mine, landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is located at the Leased Property or has previously been located therein but has been removed therefrom; (v) no violation of any Environmental Regulation now exists relating to the Leased Property, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Leased Property by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Leased Property; (viii) the Leased Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Leased Property is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

ARTICLE III

LEASE OF LEASED PROPERTY

The Owner demises and leases the Leased Property, including any interest in the Leased

Property, to the City, and the City leases the Leased Property, including any interest in the Leased Property, from the Owner, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Duration of Lease Term; City's Annual Right to Renew Lease. The Lease Term shall commence as of April 8, 2024, and continue through April 8, 2027. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the City. The City shall have the right to annually renew the Lease Term for a maximum of four one-year Renewal Terms only, and the Lease Term shall annually and automatically renew unless (a) the City gives written notice to the Owner not less than 30 days prior to the end of the Original Term or the then current Renewal Term of the City's intention not to renew this Lease at the end of the Original Term or the then current Renewal Term, or (b) an Event of Nonappropriation shall have occurred with respect to a Renewal Term occurring after the Original Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term. The Lease Term, including the Original Term and all Renewal Terms does not exceed the useful life of the Leased Property.

Except as otherwise provided in Section 4.02 hereof the exercise of the City's annual option to renew this Lease shall be conclusively determined by whether or not the City Council has, on or before the last day of each Fiscal Year, duly enacted an appropriation resolution for the ensuing Fiscal Year, the approved budget for which includes (a) by specific line item reference sufficient amounts authorized and directed to be used to pay all the Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Section 6.04 of this Lease. If such budget and appropriation are not adopted, the City shall notify the Owner in writing as further provided in Section 6.04 hereof.

Section 4.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

a. The last day of any Fiscal Year during which there has occurred an Event of Nonappropriation pursuant to Section 4.01 and Article VI of this Lease (provided that the Lease Term will be deemed to have been renewed and, therefore, not terminated if the Event of Nonappropriation is cured as provided in Section 6.04 hereof); or

b. The City's proper exercise of the Purchase Option and the conveyance of all of the Leased Property to the City upon payment of the Purchase Option Price as provided in Section 12.01, 12.02(a) and (b) of this Lease; or

c. an Event of Default and termination of this Lease under Article XIV of this Lease.

d. December 31, 2027.

An election not to renew the Lease Term shall terminate all unaccrued obligations of the City under this Lease, and shall terminate the City's rights of possession under this Lease at the end of the last day of the Fiscal Year for which this Lease shall be in effect (except to the extent of the holdover provisions of Section 14.02(d)(i) hereof, and except for any conveyance pursuant to Article XII of this Lease). Except for an event described in subparagraph (b) above, upon termination of this Lease, the City agrees to peaceful delivery of the Leased Property to the Owner or its assigns and to assign to Owner any leases related to Leased Premises.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

Section 5.01. The Owner hereby covenants that the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Owner, except as expressly required or permitted by this Lease. The Owner shall, at the request of the City and at the cost of the City, join and cooperate fully in any legal action in which the City asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.01. Payments to Be Paid from Currently Budgeted Expenditures of the City.

The City and the Owner acknowledge and agree that the Base Rentals and Additional Rentals hereunder during the Original Term and all of the Renewal Terms, if any, shall be paid from then currently budgeted expenditures of the City, using any legally available funds of the City. The City's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the City's right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.04 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating indebtedness or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20, of the Colorado Constitution. This Lease shall not directly or indirectly obligate the City to make any payments of Base Rentals or Additional Rentals beyond the funds legally available to the City for its then current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of City moneys.

Section 6.02. Base Rentals and Additional Rentals.

a. The City shall pay all Base Rentals directly to the Owner during the Original Term and all Renewal Terms, on the Base Rental Payment Dates and in the "Total Base Rentals" amounts set forth in Exhibit B, attached hereto and made a part hereof, as it may be amended from time to time hereunder. Any part of this Lease notwithstanding, Owner agrees that the City shall withhold from its first payment of Base Rentals an amount equal to the security or other deposits set forth in the several leases described in Section 8.01 below.

b. The City may, at any time during the Lease Term, pay the then applicable Purchase Option Price related to the Leased Property (without proration for any Base Rentals) for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XII of this Lease. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Owner on or prior to the closing of the conveyance an amount equal to the then applicable Purchase Option Price. If the City fails to exercise the option to purchase prior to December 31, 2027, the right to purchase the Leased Premises shall terminate.

c. The City shall pay Additional Rentals during the Original Term and all Renewal Terms, if any, as herein provided. All Additional Rentals shall be paid by the City on a timely basis directly to the person or entity to which such Additional Rentals are owed.

Section 6.03. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as may be amended from time to time hereunder, sets forth the interest component of each payment of Base Rentals.

Section 6.04. Nonappropriation. In the event the City Council shall not specifically budget and appropriate, on or before the last day of each Fiscal Year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the next ensuing Fiscal Year as provided in Section 4.01 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred.

ARTICLE VII

LIMITATIONS ON ENCUMBRANCES

Section 7.01. No Encumbrance, Mortgage or Pledge of Leased Property. Except as may be permitted by this Lease, the City shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the City shall first notify the Owner of the intention of the City to do so, the City may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Owner shall notify the City that by nonpayment of any such items the Owner's title to or interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Owner will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Except as may be expressly permitted by this Lease, neither the Owner nor the City shall not directly or

indirectly create, incur, assume or suffer to exist any mortgage, deed of trust, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The City and the Owner shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, deed of trust, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

ARTICLE VIII

ASSIGNMENT OF LEASES

N/A – Article is Reserved.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.01. Maintenance of the Leased Property by the City. The City agrees that at all times during the Lease Term the City, at its sole cost, will maintain, preserve and keep all portions of the Leased Property, or cause the Leased Property to be, maintained, preserved and kept, in good repair, working order and condition, and that the City will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in this Section and Sections 9.02 and 10.03 of this Lease. The Owner shall not have any responsibility for any maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property.

Section 9.02. Modification of the Leased Property. The City shall have the privilege of making substitutions, additions and modifications to the Leased Property, including the demolition and removal of any existing improvements thereon, at its own cost and expense, subject to the terms of the existing leases assigned to the City pursuant to Section 8.01 hereof.

Section 9.03. Reserved.

Section 9.04. Taxes, Other Governmental Charges and Utility Charges. Except for such taxes as may accrue as a result of Owner's ownership and use of the Leased Property for that part of the year 2024 during which the Leased Property was not subject to this Lease, in the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the City shall pay the amount of all such taxes, assessments and governmental charges when due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Owner). The City shall

also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Section 9.05. Provisions Regarding Liability, Property and Worker's Compensation Insurance. Upon the delivery and acceptance of the Leased Property as provided in this Lease, the City shall, at its own expense, cause casualty and property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the lesser of the next succeeding Purchase Option Price and the maximum insurable value of the Leased Property. The City may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other property as well, as long as such blanket insurance policies otherwise comply with the requirements hereof.

Upon the execution and delivery of this Lease, the City shall, at its own expense, cause public liability insurance, and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the City and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended. The public liability insurance required by this Section 9.05 may be by blanket insurance policy or policies.

All insurance policies shall list the Owner as an Additional Insured. The City shall provide documentation of the insurance coverage prior to taking possession of the Leased Premises.

The Owner agrees that the City has no obligation to insure any personal property within or upon any portion of the Leased Property.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.01. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of the Leased Property or any portion thereof, or the estate of the City or the Owner in the Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; then the City shall be obligated to continue to pay the amounts specified in Section 6.02 of this Lease (subject to Section 6.01 hereof).

Section 10.02. Obligation of the City to Repair and Replace the Leased Property. The City and, to the extent such Net Proceeds are within their control, the Owner, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the City.

Section 10.03. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 10.02 of this Lease, the City may elect to: (a) complete the work and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the City are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 10.03, the City shall not be entitled to any reimbursement therefor from the Owner, nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or (b) apply the Net Proceeds to the payment of the Purchase Option Price in accordance with Article XII of this Lease; or (c) if the City does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the City's right to cure, the Owner may pursue remedies available to it following an Event of Nonappropriation. The above referenced election shall be made by the City within 60 days of the occurrence of an event specified in Section 10.01 of this Lease.

Section 10.04. Cooperation of the Owner. At the expense of the City, the Owner shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall the Owner voluntarily settle, or consent to the settlement of: any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of the City which shall not be unreasonably conditioned or refused.

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.01. Disclaimer of Warranties. The Owner does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Leased Property or any other representation or warranty with respect to the Leased Property. The City hereby acknowledges and declares that the City is solely responsible for the use, construction, improvement, equipping, maintenance and operation of the Leased Property, and that the Owner does not have any responsibility therefor. For the purpose of enabling the City to discharge such responsibility, the Owner constitutes and appoints the City as its attorney in fact for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property in accordance with this Lease, and asserting and enforcing, at the sole cost and expense of the City, all constructor's or manufacturer's warranties and guaranties, express or implied with respect to the Leased Property, as well as any claims or rights the Owner may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall the Owner be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the City of any item, product or

service provided for herein.

Section 11.02. Further Assurances and Corrective Instruments. The Owner and the City agree that they will from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.03. Compliance with Requirements. During the Lease Term, the City and the Owner shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that the City or Owner may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies that have written policies covering the Leased Property or any portion thereof.

Section 11.04. Access to Leased Property. The City agrees that the Owner, and any authorized representative of the Owner, shall have the right at all reasonable times to examine and inspect the Leased Property and all of the City's books and records with respect thereto. The City further agrees that the Owner, and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations under this Lease.

Section 11.05. Environmental Covenant. The City shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property in violation of any Environmental Regulation, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulation, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation and shall comply with all other Environmental Regulations which are applicable to the Leased Property subject to the limitations of Section 6.01 hereof, in the event any Hazardous Substance is found upon, under, over or from the Leased Property in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the City, at its sole cost and expense, shall, within ten days of such finding, deliver written notice thereof to the Owner and shall promptly remove such Hazardous Substances and prevent the imposition of any liens against the Leased Property for the cleanup of any Hazardous Materials. Such removal shall be conducted and completed in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies in accordance with the orders and directives of all federal, state and local governmental authorities.

ARTICLE XII

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

Section 12.01. Purchase Option. The City shall have the option to purchase the Leased Property and terminate this Lease, but only if it is not then in default under this Lease. The City may exercise its option on any date during the Lease Term by performing one of the conditions set forth in Section 12.02. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise. The notice must be in writing and delivered to Owner by Certified Mail with proof of delivery. If the City fails to exercise the option to purchase prior to December 31, 2027, then the right to purchase the Leased Premises shall terminate and this Lease shall terminate.

Section 12.02. Conveyance of the Leased Property. The Owner shall transfer and convey the Leased Property to the City in the manner provided for in Section 12.03 of this Lease; provided, however, that prior to such transfer and conveyance, either:

- a. the City shall have paid the then applicable Purchase Option Price; or
- b. an Event of Default shall not have occurred and be continuing, and the City shall have paid all Base Rentals set forth in Exhibit B hereto and all then current Additional Rentals required to be paid hereunder, in which case the Owner shall transfer and convey the Leased Property to the City.

Section 12.03. Manner of Conveyance and Title Insurance. At the closing of any purchase or other conveyance of the Leased Property pursuant to Section 12.02 of this Lease, the Owner shall execute and deliver to the City a General Warranty Deed transferring and conveying good and marketable title to the Leased Property, subject only to the following: (a) Permitted Encumbrances, other than this Lease; and (b) any lien or encumbrance created by action of the City. At closing Owner shall provide, and the City shall reimburse or pay the cost of, a title insurance policy over the Leased Property for the benefit of the City and in an amount not less than the fair market value of the Leased Property at the time of closing. The City shall pay all closing costs related to the transfer of the Leased Premises. Owner shall have no out of pocket expenses related to Closing.

ARTICLE XIII

ASSIGNMENT, SUBLEASING AND USE BY CITY

Section 13.01. Assignment and Subleasing of the Lease. This Lease may not be assigned by the City for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part by the City, but without the necessity of obtaining the consent of the Owner, subject, however, to each of the following conditions:

- a. this Lease, and the obligations of the City hereunder, shall, at all times during the Lease Term remain obligations of the City subject to Section 6.01 of this Lease, and the City shall maintain its obligations to the Owner, notwithstanding any sublease;
- b. the City shall furnish or cause to be furnished to the Owner a copy of any sublease agreement; and

c. no such sublease shall shorten the term of any lease authorized to continue under Section 8.01 hereof.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.01. Events of Default Defined. Any one of the following shall be an "Event of Default" under this Lease:

a. failure by the City to pay any Base Rentals or Additional Rentals during the Lease Term within five days after the same become due;

b. failure by the City to vacate or tender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which an Event of Nonappropriation has occurred;

c. failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder for a period of 15 days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by the Owner; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period, the Owner shall consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected. Such consent by the Owner shall not be unreasonably withheld; or

d. The City (i) files a petition or application seeking reorganization arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the City, or otherwise dismissed or discharged, within 30 days.

Section 14.02. Remedies on Default. Whenever any Event of Default referred to in Section 14.01 of this Lease shall have happened and be continuing, the Owner shall, without any further demand or notice, take one or any combination of the following remedial steps:

a. The Owner may terminate the Lease Term and give notice to the City to vacate and surrender possession of the Leased Property within ten Business Days of such notice.

b. The Owner may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the City's interest in the Leased Property, or any part thereof in any lawful manner; provided, however, that the Owner may not recover from the City any deficiency which may exist following the liquidation of the City's interest in the Leased Property in excess of Base Rentals and Additional Rentals for the then current Fiscal Year and in excess of amounts payable under subparagraph (c) of this Section 14.02.

c. The Owner may recover from the City: (i) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the City continues to occupy, use or possess the Leased Property; and (ii) Base Rentals and Additional Rentals which would otherwise have been payable by the City hereunder during

the remainder, after the City vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Default occurs.

d. The Owner may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

e. Any termination of the Lease shall also terminate the City's option to purchase the Leased Property.

Section 14.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in paragraph (c) of Section 14.02 of this Lease. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation only to the extent that the City fails to vacate and surrender possession of the Leased Property as required by Section 6.04 of this Lease, and only as to the liabilities described in paragraph (c)(i) of Section 14.02 of this Lease. The remedy described in paragraph (c)(ii) of Section 14.02 of this Lease is not available for an Event of Default consisting of failure by the City to vacate and surrender possession of the Leased Property within ten Business Days following notice of an Event of Nonappropriation.

Section 14.04. No Remedy Exclusive. Subject to Section 14.03 hereof, no remedy herein conferred upon or reserved to the Owner is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.05. Waivers. The Owner may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 14.06. Agreement to Pay Attorneys' Fees and Expenses. To the extent permitted by law and subject to the provisions of Section 6.01 hereof, in the event that either party hereto shall default under any of the provisions hereof and the non-defaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals or Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Sovereign Powers of City. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City. Nothing in this Lease shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article XII hereof.

Section 15.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

If to the City: City of Idaho Springs
 Attn: City Administrator
 P.O. Box 907
 Idaho Springs, CO 80452

With a copy to:

Carmen Beery
Murray Dahl Beery & Renaud LLP
710 Kipling St, Suite 300
Lakewood, CO 80215

If to the Owner: Western Skies DE, LLC
 ATTN: Richard Anderson
 PO Box 101059
 Denver, CO 80250

The City or Owner may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Owner and the City and their respective successors and assigns, subject however, to the limitations contained in Article XIII of this Lease.

Section 15.04. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, the Lease may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

Section 15.05. Reserved.

Section 15.06. Net Lease. This Lease shall be deemed and construed to be a "triple net lease," and the City shall, subject to Section 6.01 hereof, pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.07. Reserved.

Section 15.08. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided for in this Lease.

Section 15.09. Severability. In the event that any provision of this Lease, other than the requirement of the City to pay Base Rentals in accordance with Section 6.01, and the requirement of the Owner to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XII of this Lease, and the requirement that the obligation of the City to pay Base Rentals, Additional Rentals and other amounts under this Lease are subject to the limitations of Section 6.01 hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.11. Applicable Law. This Lease shall be governed by and in accordance with the laws of the State of Colorado, without regard to conflict of laws principles.

Section 15.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

WITNESS the due execution hereof as of the day and the year first mentioned above.

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

OWNER:

By: Richard Anderson Title:

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Richard Anderson.

Notary Public

My commission expires:_____

Exhibit A

That certain real property, and all improvements situated thereon, known as
1856 COLORADO BLVD, IDAHO SPRINGS, 80452, and described as:

Subdivision: LOGAN PLACER #6027 - ID SPGS PARCEL 1 & IMP 560/928 SUBD #214183
644/662

Exhibit B

Lease/Purchase Option –

Payment Schedule:

Purchase Option Price: \$875,000.00

Terms: 3 years; Rents due annually; 5% interest on remaining balances

Base Rental Payment Date	Payment	Purchase Option Price
April 9, 2024	\$ 218,750.00	\$ 656,250.00
April 9, 2025	\$ 251,562.50	\$ 437,500.00
April 9, 2026	\$ 240,625.00	\$ 218,750.00
April 9, 2027	\$ 229,687.50	\$ 0.00
Totals:	\$ 940,625.00	

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 9 , Series 2024

**AN ORDINANCE APPROVING A LEASE AND PURCHASE OPTION AGREEMENT
FOR THAT CERTAIN REAL PROPERTY DESCRIBED AS IDAHO SPRINGS PT
GRAHAM PLACER #840, IDAHO SPRINGS, COLORADO**

WHEREAS, the City of Idaho Springs (the “City”), in the County of Clear Creek and State of Colorado, is duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to lease, hold and acquire real or personal property, together with any facilities thereon, and is authorized by Section 31-15-801, C.R.S., to enter into leasehold agreements, which agreements may include an option to purchase and acquire title to the leased property, the terms thereof to be approved by ordinance; and

WHEREAS, the City Council finds that certain real property legally described as IDAHO SPRINGS PT GRAHAM PLACER #840 (“Subject Property”) is useful to the City for a variety of potential purposes, due to its location and features; and

WHEREAS, accordingly, the City Council has determined that it is in the best interests of the City to enter into a lease and purchase option agreement (the “Lease and Purchase Option Agreement”) with Charles Harmon (the “Owner”) pursuant to which the Owner will lease, with an option to purchase, the Subject Property to the City for the purchase price of \$39,000, financed over 3 years; and

WHEREAS, the obligations of the City that are set forth in the attached Lease and Purchase Option Agreement shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease and Purchase Option Agreement shall be in effect; and

WHEREAS, the Council desires to approve the form of the Lease and Purchase Option Agreement and authorize the execution thereof.

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

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

Section 2. The form of the Lease and Purchase Option Agreement attached hereto between the City and Charles Harmon, and dated as of April 8, 2024, is hereby approved and the Mayor Pro Tem and City Clerk are authorized to execute the Lease and Purchase Option Agreement and any and all other documents that may be necessary or desirable to effectuate the performance of the City thereunder.

Section 3. Severability. If any 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 adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and/or welfare of the public, that this ordinance is necessary for the preservation of health and safety or for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effective Date. This ordinance shall take effect pursuant to the laws of the state of Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of March, 2024.

Jeremy Jones, Mayor Pro Tem

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of April, 2024.

Jeremy Jones, Mayor Pro Tem

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

LEASE AND PURCHASE OPTION AGREEMENT

between

Charles Harmon,
as Lessor

and

The City of Idaho Springs, Colorado
as Lessee

Dated as of April 8, 2024

LEASE AND PURCHASE OPTION AGREEMENT

THIS LEASE AND PURCHASE OPTION AGREEMENT dated as of April 8, 2024 (this "Lease"), is between Charles Harmon (the "Owner"), as lessor, and the City of Idaho Springs, Colorado (the "City"), a municipal corporation under the laws of the State of Colorado, as lessee.

WITNESSETH:

WHEREAS, the City is a duly and regularly created, organized and existing statutory municipality and political subdivision of the State, existing as such under and by virtue of the statutes of the State of Colorado; and

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes ("C.R.S."), to lease, hold and acquire real or personal property, together with any facilities thereon, and is authorized by Section 31-15-801, C.R.S., to enter into leasehold agreements, which agreements may include an option to purchase and acquire title to the leased property; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect; and

WHEREAS, the execution, performance and delivery of this Lease have been authorized, approved and directed by the City Council by an ordinance finally passed and adopted by the City Council:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

"Lease;" "Owner;" "City;" and "C.R.S."

Section 1.02. Additional Definitions. The following additional terms shall have the meanings specified below:

"Additional Rentals" means the cost of all (a) actual expenses and fees of the Owner related to the performance of the provisions of this Lease related to the Leased Property, or

otherwise incurred at the request of the City, (b) insurance premiums, utility charges, maintenance, upkeep, repair, improvement and replacement in respect of the Leased Property, and (c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same), as specifically set forth herein which the City assumes or agrees to pay hereunder. Additional Rentals do not include Base Rentals. Any provision of this paragraph notwithstanding, "Additional Rentals" shall not include that portion of real property taxes for the Leased Property applicable for January through March, 2024. The 2024 taxes shall be paid by the Owner and the City shall pay its pro rated share of the 2024 taxes upon the Owner's request. *If* the Leased Property is subject to property taxes during the subsequent years of the Lease Term during which the City has the sole right of possession of the same, the City shall owe such property taxes due and owing as Additional Rentals.

"Authorized Officer of the City" means any person authorized by resolution or ordinance of the City Council to perform any act or execute any document.

"Base Rentals" means the payments payable by the City during the Lease Term pursuant to Section 6.02 of this Lease and as set forth in Exhibit B, as it may be amended hereunder from time to time, which constitute the payments payable by the City for and in consideration of the right to use the Leased Property during the Lease Term.

"Base Rental Payment Dates" means annual payments due not later than April 8 of each year of the Lease Term.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in Denver, Colorado are authorized by law to remain closed.

"Counsel" means an attorney at law or law firm (who may be counsel for the Owner or the City) who is satisfactory to both the City and the Owner.

"Event of Default" means one or more events of default as defined in Section 14.01 of this Lease.

"Event of Nonappropriation" means a termination of this Lease by the City, determined by the City's failure, for any reason, to duly enact by the last day of each Fiscal Year an appropriation resolution for the ensuing Fiscal Year which includes (a) by specific line item reference amounts authorized and directed to be used to pay the Base Rental due that year, and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, as provided in Section 6.04 of this Lease. The term also means notice under Section 4.01 of this Lease of the City's intention to terminate and an event described in Section 6.04 of this Lease relating to the failure by the City to appropriate amounts due as Additional Rentals in excess of the amounts estimated to become due.

"Fiscal Year" means the fiscal or budget year of the City ending on December 31st of each year.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies

or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the City.

"Lease Remedy" or "Lease Remedies" means any or all remedial steps provided in Section 14.02 of this Lease whenever an Event of Default hereunder has happened and is continuing.

"Lease Term" means the time during which the City is the lessee of the Leased Property under this Lease, including the Original Term and all Renewal Terms as provided in and subject to Article IV and Sections 6.01, 6.02 and 6.04 of this Lease; certain provisions of this Lease survive the termination of the Lease Term, as provided in Section 4.02 of this Lease.

"Leased Property" means the property described in Exhibit A attached hereto.

"Net Proceeds" when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the Owner.

"Original Term" means the portion of the Lease Term that commences on April 8, 2024 and terminates on December 31, 2024.

"Opinion of Counsel" means a written opinion of legal counsel.

"Permitted Encumbrances" means: (a) liens for taxes and assessments not then delinquent, taxes unpaid by the City, or liens which may remain unpaid pending contest pursuant to the provisions of Article VIII and Article IX of this Lease; (b) this Lease; (c) utility, access and other easements and rights of way of record as of the date of this Lease; (d) encumbrances related to the actions of the City, and (e) matters of record as of the date of this Lease.

"Purchase Option Price" means the amount payable, at the option of the City, for the purpose of terminating this Lease with respect to the Leased Property and purchasing the Leased Property pursuant to Article XII of this Lease, which amount shall be the amounts identified in Exhibit B hereto as the Purchase Option Price.

"Renewal Term" means any optional renewal of the Lease Term for the next Fiscal Year by the City, as provided in Article IV of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants as follows:

a. The City is a political subdivision of the State, duly organized and existing under the laws of the State. The City is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations under this Lease. The City has duly authorized and approved the execution and delivery of this Lease.

b. Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the City, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City.

c. There is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Lease or the ability of the City to make the payments required hereunder or to otherwise comply with the obligations contained herein.

Section 2.02. Representations, Covenants and Warranties of the Owner. The Owner represents, covenants and warrants as follows:

a. The Owner has all requisite power to convey legal interests the Leased Property and to execute, deliver, enter into and perform all the transactions contemplated by this Lease and to carry out its obligations under this Lease, and has duly executed and delivered this Lease and all other documents related to this Lease.

b. Except as specifically provided in this Lease, the Owner will not pledge or assign its right, title and interest in and to any of its rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in to and under this Lease or the Leased Property.

c. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Owner is now a party or by which the Owner is bound, or constitutes a default under any of the foregoing.

d. Except as specifically provided in this Lease, the Owner will not assign its duties and obligations under this Lease to any other person, firm or owner, so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

e. There is no litigation or proceeding pending or threatened against the Owner or any other person affecting the right of the Owner to execute this Lease and to perform its obligations hereunder.

f. The Owner acknowledges that the obligations of the City under this Lease are not and shall not constitute or give rise to a general obligation or multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any

constitutional, charter or statutory provision or limitation nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. The Owner further acknowledges that the City may elect not to renew this Lease by failure to budget and appropriate funds sufficient to meet its next Fiscal Year's Base Rentals and Additional Rentals, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the City Council.

g. To the best knowledge of the Owner, after due inquiry, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "Environmental Regulations"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Leased Property to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, "Hazardous Substances") are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Leased Property in violation of any Environmental Regulation; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Leased Property into the environment; (iii) the Leased Property has not been used as or for a mine, landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is located at the Leased Property or has previously been located therein but has been removed therefrom; (v) no violation of any Environmental Regulation now exists relating to the Leased Property, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Leased Property by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Leased Property; (viii) the Leased Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Leased Property is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

ARTICLE III

LEASE OF LEASED PROPERTY

The Owner demises and leases the Leased Property, including any interest in the Leased Property, to the City, and the City leases the Leased Property, including any interest in the Leased Property, from the Owner, in accordance with the provisions of this Lease, subject only

to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Duration of Lease Term; City's Annual Right to Renew Lease. The Lease Term shall commence as of April 8, 2024, and continue through April 8, 2027. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the City. The City shall have the right to annually renew the Lease Term for a maximum of four one-year Renewal Terms only, and the Lease Term shall annually and automatically renew unless (a) the City gives written notice to the Owner not less than 30 days prior to the end of the Original Term or the then current Renewal Term of the City's intention not to renew this Lease at the end of the Original Term or the then current Renewal Term, or (b) an Event of Nonappropriation shall have occurred with respect to a Renewal Term occurring after the Original Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term. The Lease Term, including the Original Term and all Renewal Terms does not exceed the useful life of the Leased Property.

Except as otherwise provided in Section 4.02 hereof the exercise of the City's annual option to renew this Lease shall be conclusively determined by whether or not the City Council has, on or before the last day of each Fiscal Year, duly enacted an appropriation resolution for the ensuing Fiscal Year, the approved budget for which includes (a) by specific line item reference sufficient amounts authorized and directed to be used to pay all the Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Section 6.04 of this Lease. If such budget and appropriation are not adopted, the City shall notify the Owner in writing as further provided in Section 6.04 hereof.

Section 4.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- a. The last day of any Fiscal Year during which there has occurred an Event of Nonappropriation pursuant to Section 4.01 and Article VI of this Lease (provided that the Lease Term will be deemed to have been renewed and, therefore, not terminated if the Event of Nonappropriation is cured as provided in Section 6.04 hereof); or
- b. The City's proper exercise of the Purchase Option and the conveyance of all of the Leased Property to the City upon payment of the Purchase Option Price as provided in Section 12.01, 12.02(a) and (b) of this Lease; or
- c. an Event of Default and termination of this Lease under Article XIV of this Lease.
- d. December 31, 2027.

An election not to renew the Lease Term shall terminate all unaccrued obligations of the City under this Lease, and shall terminate the City's rights of possession under this Lease at the end of

amounts set forth in Exhibit B, attached hereto and made a part hereof, as it may be amended from time to time hereunder.

b. The City may, at any time during the Lease Term, pay the then applicable Purchase Option Price related to the Leased Property (without proration for any Base Rentals) for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XII of this Lease. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Owner on or prior to the closing of the conveyance an amount equal to the then applicable Purchase Option Price. If the City fails to exercise the option to purchase prior to December 31, 2027, the right to purchase the Leased Premises shall terminate.

c. The City shall pay Additional Rentals during the Original Term and all Renewal Terms, if any, as herein provided. All Additional Rentals shall be paid by the City on a timely basis directly to the person or entity to which such Additional Rentals are owed.

Section 6.03. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as may be amended from time to time hereunder, sets forth the interest component of each payment of Base Rentals.

Section 6.04. Nonappropriation. In the event the City Council shall not specifically budget and appropriate, on or before the last day of each Fiscal Year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the next ensuing Fiscal Year as provided in Section 4.01 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred.

ARTICLE VII

LIMITATIONS ON ENCUMBRANCES

Section 7.01. No Encumbrance, Mortgage or Pledge of Leased Property. Except as may be permitted by this Lease, the City shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the City shall first notify the Owner of the intention of the City to do so, the City may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Owner shall notify the City that by nonpayment of any such items the Owner's title to or interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Owner will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Except as may be expressly permitted by this Lease, neither the Owner nor the City shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, deed of trust, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The City and the Owner shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, deed of trust, pledge, lien,

the last day of the Fiscal Year for which this Lease shall be in effect (except to the extent of the holdover provisions of Section 14.02(d)(i) hereof, and except for any conveyance pursuant to Article XII of this Lease). Except for an event described in subparagraph (b) above, upon termination of this Lease, the City agrees to peaceful delivery of the Leased Property to the Owner or its assigns and to assign to Owner any leases related to Leased Premises.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

Section 5.01. The Owner hereby covenants that the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Owner, except as expressly required or permitted by this Lease. The Owner shall, at the request of the City and at the cost of the City, join and cooperate fully in any legal action in which the City asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.01. Payments to Be Paid from Currently Budgeted Expenditures of the City.

The City and the Owner acknowledge and agree that the Base Rentals and Additional Rentals hereunder during the Original Term and all of the Renewal Terms, if any, shall be paid from then currently budgeted expenditures of the City, using any legally available funds of the City. The City's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the City's right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.04 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating indebtedness or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20, of the Colorado Constitution. This Lease shall not directly or indirectly obligate the City to make any payments of Base Rentals or Additional Rentals beyond the funds legally available to the City for its then current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of City moneys.

Section 6.02. Base Rentals and Additional Rentals.

a. The City shall pay all Base Rentals directly to the Owner during the Original Term and all Renewal Terms, on the Base Rental Payment Dates and in the "Total Base Rentals"

charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

ARTICLE VIII

ASSIGNMENT OF LEASES

N/A – Article is Reserved.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.01. Maintenance of the Leased Property by the City. The City agrees that at all times during the Lease Term the City, at its sole cost, will maintain, preserve and keep all portions of the Leased Property, or cause the Leased Property to be, maintained, preserved and kept, in good repair, working order and condition, and that the City will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in this Section and Sections 9.02 and 10.03 of this Lease. The Owner shall not have any responsibility for any maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property.

Section 9.02. Modification of the Leased Property. The City shall have the privilege of making substitutions, additions and modifications to the Leased Property, including the demolition and removal of any existing improvements thereon, at its own cost and expense, subject to the terms of the existing leases assigned to the City pursuant to Section 8.01 hereof.

Section 9.03. Reserved.

Section 9.04. Taxes, Other Governmental Charges and Utility Charges. Except for such taxes as may accrue as a result of Owner's ownership and use of the Leased Property for that part of the year 2024 during which the Leased Property was not subject to this Lease, in the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the City shall pay the amount of all such taxes, assessments and governmental charges when due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Owner). The City shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Section 9.05. Provisions Regarding Liability, Property and Worker's Compensation Insurance. Upon the delivery and acceptance of the Leased Property as provided in this Lease, the City shall, at its own expense, cause casualty and property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the lesser of the next succeeding Purchase Option Price and the maximum insurable value of the Leased Property. The City may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other property as well, as long as such blanket insurance policies otherwise comply with the requirements hereof.

Upon the execution and delivery of this Lease, the City shall, at its own expense, cause public liability insurance, and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the City and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended. The public liability insurance required by this Section 9.05 may be by blanket insurance policy or policies.

All insurance policies shall list the Owner as an Additional Insured. The City shall provide documentation of the insurance coverage prior to taking possession of the Leased Premises.

The Owner agrees that the City has no obligation to insure any personal property within or upon any portion of the Leased Property.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.01. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of the Leased Property or any portion thereof, or the estate of the City or the Owner in the Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; then the City shall be obligated to continue to pay the amounts specified in Section 6.02 of this Lease (subject to Section 6.01 hereof).

Section 10.02. Obligation of the City to Repair and Replace the Leased Property. The City and, to the extent such Net Proceeds are within their control, the Owner, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the City.

Section 10.03. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property

required under Section 10.02 of this Lease, the City may elect to: (a) complete the work and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the City are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 10.03, the City shall not be entitled to any reimbursement therefor from the Owner, nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or (b) apply the Net Proceeds to the payment of the Purchase Option Price in accordance with Article XII of this Lease; or (c) if the City does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the City's right to cure, the Owner may pursue remedies available to it following an Event of Nonappropriation. The above referenced election shall be made by the City within 60 days of the occurrence of an event specified in Section 10.01 of this Lease.

Section 10.04. Cooperation of the Owner. At the expense of the City, the Owner shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall the Owner voluntarily settle, or consent to the settlement of: any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of the City which shall not be unreasonably conditioned or refused.

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.01. Disclaimer of Warranties. The Owner does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Leased Property or any other representation or warranty with respect to the Leased Property. The City hereby acknowledges and declares that the City is solely responsible for the use, construction, improvement, equipping, maintenance and operation of the Leased Property, and that the Owner does not have any responsibility therefor. For the purpose of enabling the City to discharge such responsibility, the Owner constitutes and appoints the City as its attorney in fact for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property in accordance with this Lease, and asserting and enforcing, at the sole cost and expense of the City, all constructor's or manufacturer's warranties and guaranties, express or implied with respect to the Leased Property, as well as any claims or rights the Owner may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall the Owner be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided for herein.

Section 11.02. Further Assurances and Corrective Instruments. The Owner and the City

agree that they will from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.03. Compliance with Requirements. During the Lease Term, the City and the Owner shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that the City or Owner may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies that have written policies covering the Leased Property or any portion thereof.

Section 11.04. Access to Leased Property. The City agrees that the Owner, and any authorized representative of the Owner, shall have the right at all reasonable times to examine and inspect the Leased Property and all of the City's books and records with respect thereto. The City further agrees that the Owner, and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations under this Lease.

Section 11.05. Environmental Covenant. The City shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property in violation of any Environmental Regulation, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulation, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation and shall comply with all other Environmental Regulations which are applicable to the Leased Property subject to the limitations of Section 6.01 hereof, in the event any Hazardous Substance is found upon, under, over or from the Leased Property in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the City, at its sole cost and expense, shall, within ten days of such finding, deliver written notice thereof to the Owner and shall promptly remove such Hazardous Substances and prevent the imposition of any liens against the Leased Property for the cleanup of any Hazardous Materials. Such removal shall be conducted and completed in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies in accordance with the orders and directives of all federal, state and local governmental authorities.

ARTICLE XII

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

Section 12.01. Purchase Option. The City shall have the option to purchase the Leased Property and terminate this Lease, but only if it is not then in default under this Lease. The City may exercise its option on any date during the Lease Term by performing one of the conditions

set forth in Section 12.02. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise. The notice must be in writing and delivered to Owner by Certified Mail with proof of delivery. If the City fails to exercise the option to purchase prior to December 31, 2027, then the right to purchase the Leased Premises shall terminate and this Lease shall terminate.

Section 12.02. Conveyance of the Leased Property. The Owner shall transfer and convey the Leased Property to the City in the manner provided for in Section 12.03 of this Lease; provided, however, that prior to such transfer and conveyance, either:

- a. the City shall have paid the then applicable Purchase Option Price; or
- b. an Event of Default shall not have occurred and be continuing, and the City shall have paid all Base Rentals set forth in Exhibit B hereto and all then current Additional Rentals required to be paid hereunder, in which case the Owner shall transfer and convey the Leased Property to the City.

Section 12.03. Manner of Conveyance and Title Insurance. At the closing of any purchase or other conveyance of the Leased Property pursuant to Section 12.02 of this Lease, the Owner shall execute and deliver to the City a General Warranty Deed transferring and conveying good and marketable title to the Leased Property, subject only to the following: (a) Permitted Encumbrances, other than this Lease; and (b) any lien or encumbrance created by action of the City. At closing Owner shall provide, and the City shall reimburse or pay the cost of, a title insurance policy over the Leased Property for the benefit of the City and in an amount not less than the fair market value of the Leased Property at the time of closing. The City shall pay all closing costs related to the transfer of the Leased Premises. Owner shall have no out of pocket expenses related to Closing.

ARTICLE XIII

ASSIGNMENT, SUBLEASING AND USE BY CITY

Section 13.01. Assignment and Subleasing of the Lease. This Lease may not be assigned by the City for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part by the City, but without the necessity of obtaining the consent of the Owner, subject, however, to each of the following conditions:

- a. this Lease, and the obligations of the City hereunder, shall, at all times during the Lease Term remain obligations of the City subject to Section 6.01 of this Lease, and the City shall maintain its obligations to the Owner, notwithstanding any sublease;
- b. the City shall furnish or cause to be furnished to the Owner a copy of any sublease agreement; and
- c. no such sublease shall shorten the term of any lease authorized to continue under Section 8.01 hereof.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.01. Events of Default Defined. Any one of the following shall be an "Event of Default" under this Lease:

a. failure by the City to pay any Base Rentals or Additional Rentals during the Lease Term within five days after the same become due;

b. failure by the City to vacate or tender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which an Event of Nonappropriation has occurred;

c. failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder for a period of 15 days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by the Owner; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period, the Owner shall consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected. Such consent by the Owner shall not be unreasonably withheld; or

d. The City (i) files a petition or application seeking reorganization arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the City, or otherwise dismissed or discharged, within 30 days.

Section 14.02. Remedies on Default. Whenever any Event of Default referred to in Section 14.01 of this Lease shall have happened and be continuing, the Owner shall, without any further demand or notice, take one or any combination of the following remedial steps:

a. The Owner may terminate the Lease Term and give notice to the City to vacate and surrender possession of the Leased Property within ten Business Days of such notice.

b. The Owner may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the City's interest in the Leased Property, or any part thereof in any lawful manner; provided, however, that the Owner may not recover from the City any deficiency which may exist following the liquidation of the City's interest in the Leased Property in excess of Base Rentals and Additional Rentals for the then current Fiscal Year and in excess of amounts payable under subparagraph (c) of this Section 14.02.

c. The Owner may recover from the City: (i) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the City continues to occupy, use or possess the Leased Property; and (ii) Base Rentals and Additional Rentals which would otherwise have been payable by the City hereunder during the remainder, after the City vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Default occurs.

d. The Owner may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

e. Any termination of the Lease shall also terminate the City's option to purchase the Leased Property.

Section 14.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in paragraph (c) of Section 14.02 of this Lease. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation only to the extent that the City fails to vacate and surrender possession of the Leased Property as required by Section 6.04 of this Lease, and only as to the liabilities described in paragraph (c)(i) of Section 14.02 of this Lease. The remedy described in paragraph (c)(ii) of Section 14.02 of this Lease is not available for an Event of Default consisting of failure by the City to vacate and surrender possession of the Leased Property within ten Business Days following notice of an Event of Nonappropriation.

Section 14.04. No Remedy Exclusive. Subject to Section 14.03 hereof, no remedy herein conferred upon or reserved to the Owner is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.05. Waivers. The Owner may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 14.06. Agreement to Pay Attorneys' Fees and Expenses. To the extent permitted by law and subject to the provisions of Section 6.01 hereof, in the event that either party hereto shall default under any of the provisions hereof and the non-defaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals or Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Sovereign Powers of City. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City.

Nothing in this Lease shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article XII hereof.

Section 15.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

If to the City: City of Idaho Springs
 Attn: City Administrator
 P.O. Box 907
 Idaho Springs, CO 80452

With a copy to:

Carmen Beery
Murray Dahl Beery & Renaud LLP
710 Kipling St, Suite 300
Lakewood, CO 80215

If to the Owner: Charles Harmon
 [REDACTED]
 [REDACTED]

The City or Owner may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Owner and the City and their respective successors and assigns, subject however, to the limitations contained in Article XIII of this Lease.

Section 15.04. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, the Lease may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

Section 15.05. Reserved.

Section 15.06. Net Lease. This Lease shall be deemed and construed to be a "triple net lease," and the City shall, subject to Section 6.01 hereof, pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.07. Reserved.

Section 15.08. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the

next succeeding Business Day, with the same force and effect as if done on the nominal date provided for in this Lease.

Section 15.09. Severability. In the event that any provision of this Lease, other than the requirement of the City to pay Base Rentals in accordance with Section 6.01, and the requirement of the Owner to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XII of this Lease, and the requirement that the obligation of the City to pay Base Rentals, Additional Rentals and other amounts under this Lease are subject to the limitations of Section 6.01 hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.11. Applicable Law. This Lease shall be governed by and in accordance with the laws of the State of Colorado, without regard to conflict of laws principles.

Section 15.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

WITNESS the due execution hereof as of the day and the year first mentioned above.

CITY OF IDAHO SPRINGS, COLORADO

Jeremy Jones, Mayor Pro Tem

ATTEST:

Diane Breece, City Clerk

OWNER:

Charles Harmon

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Charles Harmon.

Notary Public

My commission expires: _____

Exhibit A

That certain real property, and all improvements situated thereon described as:

Subdivision: IDAHO SPRINGS PT GRAHAM PLCR #840

Exhibit B

Lease/Purchase Option –

Payment Schedule:

Purchase Option Price: \$39,000.00

Terms: 3 years; Rents due annually; 5% interest on remaining balances

Base Rental Payment Date	Payment	Purchase Option Price
April 9, 2024	\$ 9,750.00	\$ 29,250.00
April 9, 2025	\$11,212.50	\$ 19,500.00
April 9, 2026	\$10,725.00	\$ 9,750.00
April 9, 2027	\$10,237.50	\$ 0.00
Totals:	\$41,925.00	

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: April 8, 2024
Subject: City Administrator Update

Requests for Action:

- Motion to approve a request from the Clear Creek Metropolitan Recreation District (CCMRD) to permit camping at the Shelly-Quinn Ballfields during the Rapidgrass Festival August 2-3, 2024.
- Motion to approve a request from CCMRD for a \$1,000 sponsorship of the Rapidgrass Festival.
- Motion to approve a request from CCMRD for a \$100 sponsorship of the free annual egg hunt Egg-Stravaganza that was held on March 30, 2024.

Updates:

- Paul and I attended on March 26 with HDR Engineering the progress meeting on the design of the water and sewer main improvements on Virginia Canyon Road and Virginia Street.
- The Mayor, Jon and I attended on March 26 a Mobility Hub check-in meeting with HDR Engineering.
- Paul and I attended on March 27 the final meeting regarding the remodeling of the restrooms on the main level of City Hall. The project is now completed.
- Paul and I attended on March 27 and April 3 progress meetings regarding construction of the Public Works Facility.
- Jon and I met on March 27 with Denver Regional Council of Governments (DRCOG) regarding the City's interest in participating in a regional Safe Streets for All grant application that may include improvements to Colorado Highway 103 between I-70 and the City limit at the Idaho Springs Cemetery.
- Jon and I met on March 27 with the City Surveyor and THK Associates regarding improvements at the Shelly-Quinn Ballfields.
- Jon and I met on March 28 with Colorado Parks and Wildlife (CPW) and Colorado Mountain Bike Association (COMBA) regarding a possible application for a Land and Water Conservation Fund (LWCF) grant for the next phase of trails construction at Virginia Canyon Mountain Park (VCMP).
- Staff and I met on March 28 with Raftelis Financial Consultants regarding the audit of water and sewer billing.
- The Mayor, Jon and I met on March 28 with the owner of the property for sale at the Idaho Springs Reservoir.

- The Mayor, Jon, Nate, and I attended on April 1 the Clear Creek Board of County Commissioners (BOCC) second Joint Meeting with the Municipalities, the Clear Creek County Emergency Services General Improvement District Board of Directors, and the Clear Creek Fire Authority Board to discuss fire protection and emergency services.
- Dylan and I attended on April 3 the Planning Commission meeting to consider a rezoning of the City property housing the Visitor Center and a Conditional Use Permit (CUP) application for seasonal camping on the property just west of the Shelly-Quinn Ballfields.

Upcoming Events

- A City Council work session will be held on Monday, April 15 at 5:30 p.m. to continue discussion of the organizational assessment and recommendations regarding the Clear Creek Fire Authority.
- The Historic Preservation Review Commission will meet on Tuesday, April 16 at 6:00 p.m. to consider a certificate of appropriateness (COA) for the police station renovation project.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: April 8, 2024
SUBJECT: Staff Update
ATTACHMENTS: Proposals from Brightly Software and Historic Rail Adventures



REQUESTS FOR ACTION

1. **Move to approve a proposal from Brightly Software for Work Order Software in an amount not to exceed \$20,000 for implementation and first-year subscription to the software, cloud services and professional services. This cost will be shared by all the departments and taken from accounts for Contracted Services (5108).**
2. **Move to approve a proposal from Historic Rail Adventures for the continued restoration of Coach #70 for \$212,126.80 from Historic Sites & Facilities account 21-61-7042.**

Best & Brightest Fellow

- A big thanks to Maria who has recently taken on some additional duties related to frontline customer service operations, accounts payable, cash receipting and timekeeping.
- Maria has been working to coordinate appointments for replacing water meters.
- Maria has also been auditing our Caselle Checklists (Work Flows) and has been working with other administrative staff to make sure that City processes and procedures are working the way they should.
- Maria continues to work on other projects related to her fellowship, including reviewing how the City handles janitorial services.
- Maria will be attending the Colorado City and County Managers Association Annual Conference with Andy and me in Glenwood later this month. She received a scholarship that will cover her registration and lodging.

Administrative Team

- I wish to extend my profound gratitude to our entire Administrative Team for their exceptional unity and dedication over the recent challenging weeks. Our City benefits immensely from their service, and it's a privilege to collaborate with such dedicated individuals daily. Their collective effort has been instrumental in advancing our work with efficiency and effectiveness, truly embodying the spirit of teamwork. It is an honor to stand alongside them in service to our community.
- Staff has been continuing to work to make sure that our Utility Billing Processes are correct, and to build processes to further audit utility bills before they are sent to customers.
- Staff has been auditing water meter equipment to ensure that meter numbers and transmitters are identified correctly in our system.
- City Staff has been reviewing Grease Trap and Backflow Compliance and ensuring that communication regarding these items with utility customers continues.

Municipal Court

- March- 40 tickets written.
- The April Court Date has 41 cases on the docket.
- 11 People can pay for their tickets.

- 30 People must appear.

UPDATES

- Work on the Clear Path Home Project continues. Tasks 1 & 2 have been nearly completed. Work continues on Task 3 relative to consideration of a Multi-Jurisdictional Housing Authority.
- The Mayor and I attended the Downtown Colorado, Inc. (DCI) Conference in Durango from April 1-5. I participated in several sessions about Downtown Vibrancy and Resilience.
- I attended the Clear Creek Fire Authority meeting in Georgetown on April 1 remotely.
- I attended a Gateway to the Rockies Regional Opioid Council Meeting on March 25
- On March 30, members of the City's Historic Preservation Review Committee (HPRC) met to visit all the Historic Sites and Facilities owned by the City of Idaho Springs. We visited the Hose Houses, the Library, Cannon, Arrastra, City Hall, Water Wheel, Blue-Ribbon Tunnel, Train Engine, and we visited Silver Plume to review progress on the Coach Restoration Project occurring there.
- The City has applied for a Congressionally Directed Spending (CDS) request from Senators Bennet and Hickenlooper for a project to build a pedestrian bridge across the I-70 just west of Exit 240.
- The City has applied for a Colorado Department of Local Affairs (DOLA) Energy Mineral Impact Fund (EIAF) grant for the construction of the new Police Department.
- I will be attending the Colorado City and County Managers Association Annual Conference in Glenwood with Andy and Maria April 17-19 in Glenwood Springs
- I gave a presentation to the Urban Land Institute (ULI) early in March about Mobility and Transportation in Idaho Springs.
- I will be participating in a DRCOG Presentation on April 13 regarding Microgrids and Energy Resiliency.



City of Idaho Springs, Colorado Council Packet: Proposal for Adoption of Brightly Software

To: Members of the Idaho Springs City Council

From: Derrick Foss, Government Account Executive – Brightly Software

Date: 2/20/2024

Subject: Proposal for the Adoption of Brightly Software for Enhanced Operations Management

Executive Summary:

We are proposing the acquisition of Brightly Software, a state-of-the-art operations and asset management solution, to significantly elevate the operational efficiency and management capabilities within our municipal infrastructure. This recommendation is based on a thorough analysis of the software's features and the strategic benefits it offers.

Key Benefits:

1. **Comprehensive Work and Asset Management:** Brightly Software excels in managing recurring work orders and custom dashboards, providing an integrated approach to infrastructure upkeep and maintenance.
2. **Enhanced Operational Efficiency:** The ability to track unlimited work orders with attached images streamlines maintenance processes, ensuring prompt and efficient service delivery.
3. **Effective Cost and Time Tracking:** The inclusion of time and cost tracking capabilities in the software offers invaluable insights into resource allocation and budget management.
4. **Scalable and User-Friendly:** Brightly Software is designed to be scalable, catering to the diverse and evolving needs of the city's infrastructure. Its user-friendly interface ensures ease of use for staff at all levels.

Conclusion:

The adoption of Brightly Software represents a strategic investment in our city's future, promising to deliver enhanced efficiency, better resource management, and improved service delivery to the community. I strongly recommend its approval for purchase and implementation.

Sample Implementation Timeline

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														



PREPARED FOR

City Of Idaho Springs ("Subscriber")

Box 907

Idaho Springs, CO 80452

PREPARED BY

Brightly Software Inc ("Company") 11000

Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

February 21, 2024



Q-364064

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 52 months (03/01/2024 - 06/30/2028)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	3/1/2024	6/30/2024	1,717.00 Population	2,512.20 USD
- Facilities/Physical Plant Module	3/1/2024	6/30/2024		Included
- Treatment Plants Module	3/1/2024	6/30/2024		Included
- Streets/Signs/Sidewalks Module	3/1/2024	6/30/2024		Included
- Water Distribution and Waste Water Collection Module	3/1/2024	6/30/2024		Included
- Parks, Recreation and Forestry Module	3/1/2024	6/30/2024		Included
- Fleet Module	3/1/2024	6/30/2024		Included
- Dude Analytics	3/1/2024	6/30/2024		Included
- AE Safety	3/1/2024	6/30/2024		Included
- Asset Essentials Inventory	3/1/2024	6/30/2024		Included



2.0 Month(s) included at no additional cost on the first term 03/01/2024 – 04/29/2024		-1,235.51 USD
		Subtotal: 1,913.26 USD
Professional Services		
Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	1,717.00 Population	9,785.95 USD
		Subtotal: 9,785.95 USD
Total Initial Investment		11,062.64 USD



Cloud Services

Item	Investment Year 2 Start Date: 07/01/ 2024	Investment Year 3 Start Date: 07/01/ 2025	Investment Year 4 Start Date: 07/01/ 2026	Investment Year 5 Start Date: 07/01/ 2027
Asset Essentials Enterprise	7,536.60 USD	7,762.70 USD	7,995.58 USD	8,235.45 USD
- Facilities/ Physical Plant Module	Included	Included	Included	Included
- Treatment Plants Module	Included	Included	Included	Included
- Streets/Signs/ Sidewalks Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	Included	Included	Included	Included
- Fleet Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- AE Safety	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
Total:	7,536.60 USD	7,762.70 USD	7,995.58 USD	8,235.45 USD



Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support



- 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date



- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage



Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-364064 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

HISTORIC RAIL ADVENTURES, LLC

3/26/2024

Andrew Marsh
Jonathan Cain

Hi Andy, Jonathan,

Historic Rail Adventures is making great progress on Coach 70. We are seeking approval to continue the progress with additional funding.

We are seeking \$105,180.00 for the following work:

Continue work on the bullnose wood components and sheet metal.
Complete west end platform including installation of the coupler and draft gear.
Complete glass etching to match the historic pattern.
Continue work on the clerestory window frames and trim.
Dismantle east end platform and repair.
Complete north side wall trusses and blocking, north side belt rail and window sill.
Continue bullnose wood repair/replacement.
Remove the south side wall siding, window sill and trim to determine necessary repairs.
Remove the west end truck and dismantle. Send metal parts sent out for stripping. Repair and replace as necessary.
Install siding on both sides of car.

Estimated Breakdown of Expenses

Labor at \$45.00 Per Hour (1,895 Hours)	\$85,275
Supervision at \$65.00 Per Hour (32 Hours)	\$2,080
Materials (Paint, Fasteners, Saw Blades, Metal, etc.)	\$14,300
Utilities (Heating of Work Space)	\$3,525

Estimated Cost of Repairs and Rehabilitation	\$105,180.00
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We also need approval to contract for the following services which will be billed at cost plus 5%:

Interior Refinish – Main Street Custom Finishing = \$89,200.00

Window Shades & Hardware – Adams & Westlake = \$17,746.80



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

Community Development Planner Communication

Meeting Date: April 8, 2024
To: City Council Members
From: Dylan Graves, Community Development Planner
RE: Community Development Monthly Report

The Community Development Planner has been working on the following recent, current, and upcoming projects. No action is requested.

Development applications and pre-applications:

- Annexations:
 - 839 CO 103: Pre-application stage, working with owner on a proposed annexation of approximately 2 acres. Annexation Petition is potentially ready for April 22 review.
- Soda Creek Highlands – Staff anticipates submittal of a Subdivision Improvements Agreement (SIA) in 2024. This will be presented to Council for action once it has been submitted and reviewed.
- Four Points Funding – Block 57 / Golddigger field project – a grading/excavating permit has been submitted and is under review for initial site work. Building permits and Public Improvement Agreement (PIA) still needed and Staff is working with the team to finalize those documents in the near future.

Other Activities:

- 3 Mile Area Plan Update: The 3 Mile Area Plan for the City has not been officially updated since 2008. Several annexations over the past few years have been approved that have expanded the boundaries of the City. State statute calls for 3 Mile Plans to be updated annually. Staff will be working on an update to the City's 3 Mile Area Plan with Planning Commission and anticipates a work session with Planning Commission May 1.
- Comprehensive Plan: We would like to start this process in 2024 though a new Comp Plan may not be feasible until 2025. Audit of the existing Comp Plan would be beneficial to see whether a full re-write is required or whether revisions are sufficient. A new housing focused element is desired.
- Housing Update – Staff plans to start working on Code updates related to housing, including hotels/motels and dormitory/shared amenity style housing and strategies to meet IHOP and Prop 123 goals. Anticipating a work session with Planning Commission on May 1 to discuss these items.
- HPRC: Attended a Sites & Facilities tour with several members of the HPRC on March 30 to look at the City's resources. A COA application review is scheduled for April 16 to review the Police Department building remodel/addition at 1744 Miner Street, which is located in the historic district.
- Variance Board: There are no active variance cases currently.
- Inquiries: Staff continues to respond to a variety of planning and zoning inquiries from the public. Several projects are in pre-application awaiting additional materials before they can be formally submitted and reviewed that may require development review processes.



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: April 08, 2024

Subject: Staff Report Regular Meeting

- ✓ Safebuilt Building Permit Report
- ✓ Sales Tax Report
- ✓ Requested via letter, grease trap pumping records from 28 Idaho Springs businesses.
- ✓ Working together with administrative staff and Public Works, reviewing water reads to help ensure correct billings go out May 1, 2024
- ✓ Special Events requested from Idaho Springs thus far are:
 1. Monday May 20th, 2024 Carlson Festival, this is on Carlson Elementary Property (13th and Miner Street) to have live music, games and fun for all.
 2. Thursday May 23rd, 2024 Clear Creek High School Senior Parade down Miner Street to include a horse. The parade is anticipated to run from 4:45 pm until 5:30 pm. Congrats Seniors you did it!!
 3. Sunday May 26th, 2024 Clear Creek Pack Burro Races 8am to 2pm.
 4. Thursday July 13th, 2024 Triple Bypass Bike Ride 8am to 6pm.
 5. Friday July 19th, 2024 Summer Nights at the Ballfields 4pm to 11pm Live Music and Movie.
 6. Saturday July 20th, Bob Cook Mountain Blue Sky Hill Climb 10am to 5pm.
 7. Friday August 2nd, 2024 12:00 noon through Sunday August 4th 12 noon Rapidgrass Music Festival at the Ballfields.
 8. Friday August 23rd, 2024 Summer Nights at the Ballfields 4pm to 11pm live music and Movie.
 9. Saturday November 2nd, 2024 Pumpkin Smash 9am to 4pm.
- ✓ Tentative date has been scheduled for the Annual Cemetery Cleanup, Wednesday May 22, 2024 to start at 9am with donuts and coffee, with an 11:15 am lunch of hot dogs, potato salad, etc. Would like to tackle the bushes and trees this year, if possible, please bring pruners if you have a pair.

- ✓ Working with all businesses that have an encroachment agreement to make sure any changes are approved, the encroachment is renewed and that the insurance coverage is up to date.
- ✓ Backflow tests are current and up to date.

Issued Permits by Permit Type

Idaho Springs

03/01/2024 - 03/31/2024

Commercial Alteration	Permits Issued	Valuation	Fees Paid
Commercial Addition	1	\$101,256.03	\$3,457.95
Subtotals:	1	\$101,256.03	\$3,457.95

One Stop	Permits Issued	Valuation	Fees Paid
Furnace Replacement	1	\$4,800.00	\$172.00
Life Safety Inspection	1	\$75.00	\$75.00
Misc. Mechanical, Plumbing or Electrical	1	\$12,500.00	\$287.50
Subtotals:	3	\$17,375.00	\$534.50

Residential Alteration	Permits Issued	Valuation	Fees Paid
Deck	1	\$21,000.00	\$923.60
PV System - Residential	1	\$25,300.00	\$879.50
Subtotals:	2	\$46,300.00	\$1,803.10

Residential One Stop	Permits Issued	Valuation	Fees Paid
Residential Roof - Asphalt	2	\$17,467.00	\$462.01
Subtotals:	2	\$17,467.00	\$462.01

Totals:	8	\$182,398.03	\$6,257.56
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	2016	2017	2018	2019	2020	2021	2022	2023	2024	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$136,640.85	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	16.92%	16.92%	312,734.13	267,471.90
Feb	\$182,564.35	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	12.72%	14.61%	681,097.38	594,266.72
Mar	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	6.29%	11.56%	1,046,933.27	938,447.15
April	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	-3.31%	7.43%	1,396,005.79	1,299,479.32
May	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93		-100.00%	-18.00%	1,396,005.79	1,702,379.25
June	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49		-100.00%	-30.89%	1,396,005.79	2,020,112.74
July	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09		-100.00%	-40.83%	1,396,005.79	2,359,141.83
August	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74		-100.00%	-50.22%	1,396,005.79	2,804,584.57
Sept	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21		-100.00%	-58.54%	1,396,005.79	3,366,875.78
Oct	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55		-100.00%	-63.71%	1,396,005.79	3,846,841.33
Nov	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60		-100.00%	-67.42%	1,396,005.79	4,284,776.93
Dec	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75		-100.00%	-70.05%	1,396,005.79	4,661,564.68
Total	\$2,302,973.44	\$2,476,437.57	\$2,653,084.00	\$2,951,774.03	\$2,934,789.06	\$3,596,977.13	\$3,778,643.59	\$4,661,564.68	\$1,396,005.79				
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00				
% of Bud	116.90%	105.62%	104.58%	114.36%	97.75%	119.80%	99.44%	90.96%	26.47%				



Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
<https://cityofidahosprings.colorado.gov/ISPD>

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: April 04, 2024

Subject: City Council Report for April 08, 2024

Requests for Action:

Chief Buseck Attended:

03/26/24: Dept. Heads
Advocates Ex. Director Interviews
OEM Snowstorm After Action Review

03/27/24: DOLA Grant submittal

03/28/24: CDOT, Clear Creek Traffic Incident Management (CDOT snowstorm after action)

04/01/24: CC GIS, Evacuation Routes, Idaho Springs
Juvenile Justice Review Board
CCFA Discussion, BOCC

04/04/24: Emergency Services OPS Meeting
Power Engage Software Meeting
Floyd Hill Emergency Services

Sgt. Frost Attended:

03/28/24: S.A.R.T. Meeting (Sexual Assault Response Team)

Training:

03/25/24-03/29/24: One Officer attended NTOA Crisis Negotiations (Colorado Springs, CO)

Upcoming Training:

04/08/24-04/09/24: One Sergeant and One Officer will attend Child Death Investigation (Jefferson County, CO)

04/22/24-02/24/24: One Sgt. Will attend Shoot House Instructor Course (Littleton, CO)

Code Enforcement:

- Snow and Ice Removal
- Abandoned Vehicle/Parking Complaints.

Staffing:

- ISPD is currently fully staffed.

Significant Incidents:

03/25/24: ISPD was dispatched to the 2600 block of Miner Street on reports of a robbery in progress where the suspect fired a shot from a handgun. **See attached press release.**

03/29/24: ISPD officer was conducting speed enforcement in an active work zone on Eastbound I70. The officer observed a vehicle traveling at a high rate of speed through the work zone. The officer initiated a traffic stop with the vehicle and observed signs of significant impairment. After a series of voluntary roadside maneuvers the female driver was arrested and charged with Speeding over 20mph in a construction zone, careless driving, open container, and DUI alcohol or drugs or both.

03/30/24: While patrolling I70 Westbound, ISPD officer observed a motorcycle failing to maintain a single lane of traffic as well as the license plate not being securely fastened to the bike. The male driver was not able to provide a valid drivers license, or proof of insurance. While the bike was being towed the driver became irate and combative. He was sighted for no insurance, driving without a valid ID, weaving, obstructing police officers, and improper display of license plate. The male requested to be transported to a nearby medical facility for unknown treatment and was transported by EMS.

03/30/24: ISPD officer while on patrol observed a motorcycle traveling at a high rate of speed while lane splitting traffic. ISPD attempted a traffic stop with the bike that had two occupants riding near exit 243 on Eastbound I70. The motorcycle failed to yield and accelerated at a high rate of speed. For safety concerns ISPD terminated the pursuit

04/01/24: ISPD officer was patrolling I70 when dispatched aired a BOLO (be on the lookout) for a vehicle who had side swiped another vehicle and failed to stop. The suspect vehicle passed the ISPD officer near exit 244 on Eastbound I70. ISPD conducted a traffic stop with the vehicle. The driver showed signs of impairment and was taken into custody. ISPD officers located a illegal weapons in the vehicle. ISPD placed charged the suspect with DUI w/ two prior convictions, no proof of insurance, driving revoked (alcohol related), open container, 2 counts of possessing an illegal weapon, careless driving, failing to remain on scene of accident, resisting arrest, obstructing a peace officer, and carrying a concealed weapon.



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ISPD Investigates Home Invasion/Robbery

3.26.24

On March 25th at approximately 6:00 a.m., ISPD was dispatched to a residence in the 2600 block of Miner Street on a report of a burglary in progress in which a gunshot had been fired. ISPD, along with Clear Creek County deputies arrived in the area within minutes. The investigation revealed that two male suspects arrived at the location and one suspect was alleged to have entered through an unlocked bedroom window. One suspect pointed a gun in the direction of a seventeen-year-old resident who had been sleeping while the other remained outside the window. The father of the seventeen-year-old was awakened by a barking dog and voices coming from his son's bedroom. The father grabbed a club-like object and began to enter the bedroom. The suspect fired the gun as he fled out of the window of the residence. The suspects ultimately took a small safe and an Xbox from the residence. There were no injuries reported.

An extensive search of the area was conducted, including reviewing security camera footage from businesses in the area. ISPD then learned, the suspects were possibly in a room at a local motel. A search warrant was obtained. ISPD, Clear Creek Sheriff's deputies, and the Empire Police Department performed the search, but the suspects were no longer at the location. However, evidence from the robbery was found in the motel room.

ISPD identified a number of people who had been in the motel room that morning, which ultimately resulted in ISPD positively identifying two male suspects from Evergreen, Colorado as being the two who went to the victim's residence. ISPD obtained arrest warrants for the two suspects and a search warrant for the suspects' residence in Evergreen, Colorado. ISPD enlisted the assistance of the Jefferson County Sheriff's Department to contact the suspects and execute the search warrant due to the suspects' address being in Evergreen.

At approximately 7:00 p.m., an ISPD Sergeant and a number of Jefferson County deputies contacted the two suspects at an apartment complex and took them into custody. Twenty-year-old, Kaelan Hurley, and twenty-one-year-old, Jack Netschke, both of Evergreen, Colorado, were arrested and charged with aggravated robbery, 1st degree burglary, false imprisonment, felony menacing, and theft.





CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: April 8th, 2024
Re. STAFF REPORT PUBLIC WORKS

Action Items:

Move to approve a contract for services with Environmental Designs LLC. for landscape maintenance in the amount of \$22,526.00 from line item 10-60-5108

Need: These landscape services, with Environmental Designs LLC., formally Arrowhead Landscape Services, have been used over the last few years and helps alleviate demands on our Parks team. We have struggled to hire summer help employees and this is an alternative measure that allows the Parks Team to tackle routine and other maintenance obligations.

Idaho Springs Public Works has been very busy with the many facets that make up the maintenance objectives of the City Crew.

Our Parks Team is starting to ramp up for spring and summer maintenance. Some new fixtures, bike racks, have been installed at the Library and Macy-Ruth Mill Park. We received them roughly a month ago, but only recently had the time a cooperation of the weather to install them

Our Distribution and Collection team are quite active with Routine Maintenance including flushing of dead end lines to help prevent freezing, and monitoring the Siphons and a few other potential trouble spots in the collection system.

The Public Works building recent activities: Backfill around the foundation and on the interior has been started as well as some rough grading of the lot. Windows are and have been installed the week of April 1st.

**Paul Crain
Public Works Superintendent**



City of Idaho Springs Water Quality
1711 Miner Street
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Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
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TO: MAYOR and COUNCIL

FROM: Edward Sigward

DATE: 4/8/2024

Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	8	0.04	0.37	<0.05

- ◆ CDPHE inspection scheduled May 6.
- ◆ DMR complete
- ◆ Discharge permit updates.
- ◆ Flow meter calibrations.
- ◆ Online equipment maintenance/calibration complete

WATER

- ◆ Mattie Dam Project
- ◆ PLC replacement – Complete
- ◆ Suma clear startup preparation
- ◆ MOR complete
- ◆ Rockfall mitigation