



City Council Regular Meeting Agenda

Tuesday, September 15, 2026
City Hall - 1711 Miner Street, Idaho Springs, CO 80452
Tel: (303) 567-4421 Fax: (303) 567-4955

Video from Meetings are viewable on the City's Website.
You must join the Zoom Meeting (<https://us02web.zoom.us/j/84204473555>)
to participate in a meeting remotely.

1. **Work Session Agenda and Packet (5:30 P.M.)**
 - a. Mobility Hub Phase 1 Update
 - b. Library Parking
 - c. New Park Conveyance by Fieldhouse Development
 - d. Affordable Housing Incentives
 - e. Architectural Guidelines
2. **Call to Order Regular Meeting (7:00 PM)**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Agenda Approval**
 - a. Motion to approve the agenda of September 15th, 2026
6. **Conflict of Interest**
7. **Approval of Minutes**
 - a. Motion to approve the minutes of August 24th, 2026.
8. **Approval of Bills**
 - a. Motion to approve the bills to September 15th, 2026
9. **Public Comment**
10. **Unscheduled Public Comment**
11. **Resolutions**
 - a. Resolution #18, Series 2026 a Resolution approving an agreement with the State of Colorado concerning Phase 1 of the Idaho Springs Mobility Hub Project (in the vicinity of Exit 240).
 - b. Resolution #24, Series 2026 A Resolution approving a grant of easement and

assignment of lease between the City of Idaho Springs and Global Signal Acquisitions IV, LLC concerning wireless telecommunication facilities on certain City-Owned property (2000 Colorado Blvd)

- c. **PUBLIC HEARING:** Resolution No. 25, Series 2026, A Resolution approving the Lots 1-12, Block 75 Minor Subdivision Plat
- d. Resolution #26, Series 2026 A Resolution setting a Public Hearing on the designation of property known as 121 15th Avenue (Roberts Brothers Garage) as a Local Historic Preservation Site.
- e. Resolution #27, Series 2026 A Resolution granting certain fee waivers and contributions requested by the Clear Creek Center for Arts and Education and Four Bairs, Inc. related to the potential re-development of 121 15th Avenue (Roberts Brothers Garage)

12. Ordinance First Reading

- a. Ordinance #20, Series 2026 an Ordinance designating property known as 121 15th Avenue (Roberts Brothers Garage) as a Local Historic Preservation Site. **(First Reading Only: Public hearing and final action on this matter on October 12, 2026)**
- b. Ordinance #21, Series 2026 An Ordinance amending section 5-41 of the Idaho Springs Municipal Code to create alternate positions on the Business Community and Promotions Board.

13. Ordinance Second Reading

- a. **Public Hearing:** Ordinance #16, Series 2026 An Ordinance amending section 21-105 of the Idaho Springs Municipal Code to authorize the issuance of conditional use permits as personal to the applicant and as limited or unlimited in duration.
- b. **Public Hearing:** Ordinance #17, Series 2026 An Ordinance amending chapter 21 of the Idaho Springs Municipal Code to regulate group homes and related residential uses for persons with disabilities in conformance with Colorado law and the Federal Fair Housing Act.

14. City Attorney

15. City Administrator

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

16. Administration Department

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

17. Police Department

- a. Staff Report 09.15.26-No Action Items

18. Public Works Department

- a. Staff report with no requests for action

19. City Clerk/Treasurer

20. Mayor/Council

- a. Clear Creek Fire Authority Board Vacancy

21. Executive Session

- a. Executive session under C.R.S. 24-6-402(4)(a), (b) and (e) to discuss the possible conveyance of City-owned property and to receive legal advice, determine negotiation positions and instruct negotiators concerning the same.

22. Adjourn

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

Participation

- To provide scheduled public comment, either in person or remotely, please fill out and return the Public Comment Form on the City's website. All requests must be submitted to the City Clerk (cityclerk@idahospringsco.com) by 6 p.m. (Six) the Wednesday before the scheduled meeting.
- To provide unscheduled public comment, please join the Zoom Meeting, identify yourself with your full first and last name, and use the "Raise Hand" feature to indicate your desire to speak.

General Guidelines

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



Idaho Springs Downtown Improvements and Mobility Hub Program

Update and Funding IGA Overview

City Council Working Session

September 15, 2026

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Agenda

- Program Background
- Program and Project Status
- Phase I Intergovernmental Agreement (IGA)
- Next Steps

Program Background: History

Early-2022 to Late-2024

- RAISE Planning Grant for Downtown Idaho Springs Program
 - Applied in late 2022 / early 2023
 - Awarded in June 2023
 - Signed agreement in late 2024
- City of Idaho Springs direct recipient of FHWA Planning Grant
- CDOT Partnership
- RAISE/BUILD Capital Grant for construction pursued but not awarded



Program Background: Elements Overview



1 ROUNDABOUT

A roundabout will create a "gateway" into downtown, similar to Exit 241, and improve circulation to the bus station and parking options.

2 MOBILITY HUB

The mobility hub will function like a true transit station with amenities for bus riders and improvements to speed up bus operations.

3 PARKING STRUCTURE

A new parking structure will provide additional parking spaces for businesses downtown and decrease the amount of time people spend looking for a parking spot.

4 PARKING LOT

The existing parking lot will be reconfigured to provide more parking spaces and better circulation when Miner Street is functioning as the Marketplace and is shut down to cars.

5 IDAHOE MALL

Idaho Mall will be redesigned to be a welcoming "back door" to downtown and accommodate adjacent businesses while also functioning as a welcoming public space for downtown.

6 MINER STREET

Permanent improvements are planned to convert Miner Street from 14th to 17th Avenues into a "flexible" street that functions as pedestrian-only space part of the year and allow vehicles at other times.

Program and Project Status

RAISE Planning Grant

- 15% and 30% design complete for all program elements
- Performed design reviews with City Staff, FHWA, and CDOT
- Program will complete 60% Design and NEPA on entire program through 2026
- Total Program Estimated at ~ \$40 Million including Parking Structure
- Public and Business engagement conducted through entire process
- Continuing pursuit of additional funding and grant opportunities for future phases

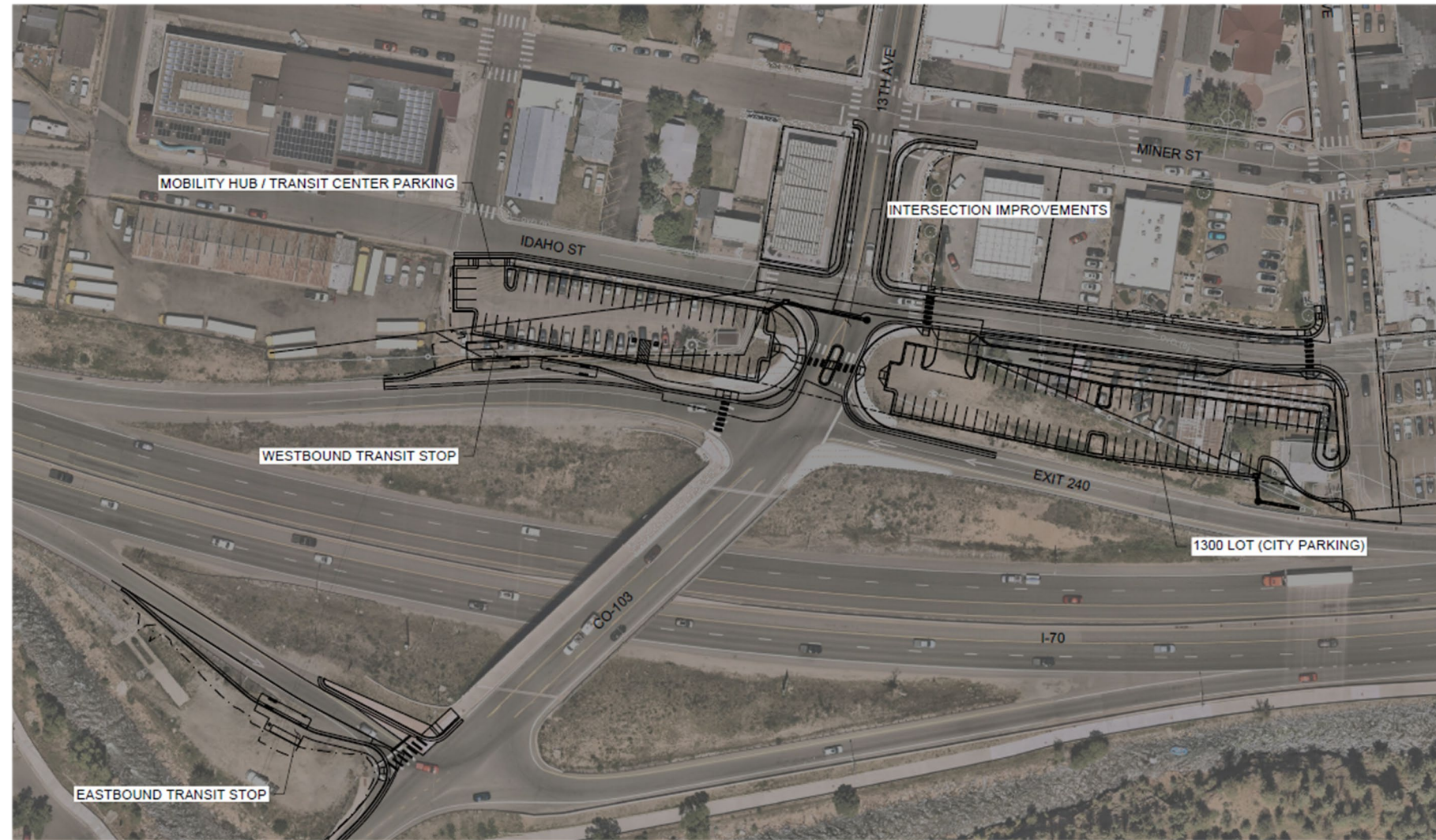


Phase I Mobility Hub Project

- Phased construction implementation proposed using \$6.3 M State SB 267 Funds
- **City of Idaho Springs and CDOT working toward intergovernmental agreement (IGA) to commit CDOT SB 267 funds for project**

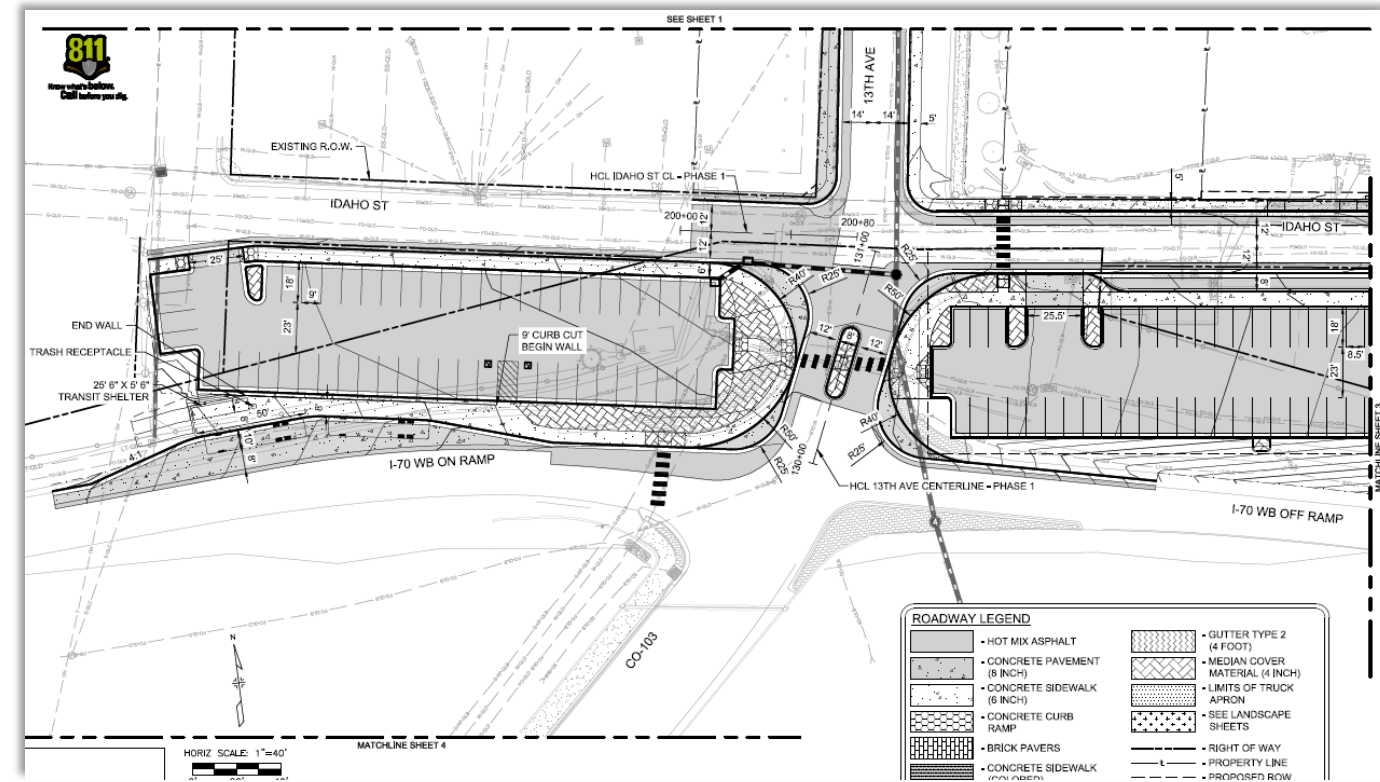
Phase I Mobility Hub Project Details

- Joint City of Idaho Springs and CDOT Project
- City administering construction
- Mobility hub serving:
 - Bustang & Pegasus
 - Clear Creek County Roundabout
 - Greyhound
- Improved operational efficiency with I-70 EB and WB transit stops
- EV charging infrastructure
- Does not preclude future RAISE funded planning grant elements



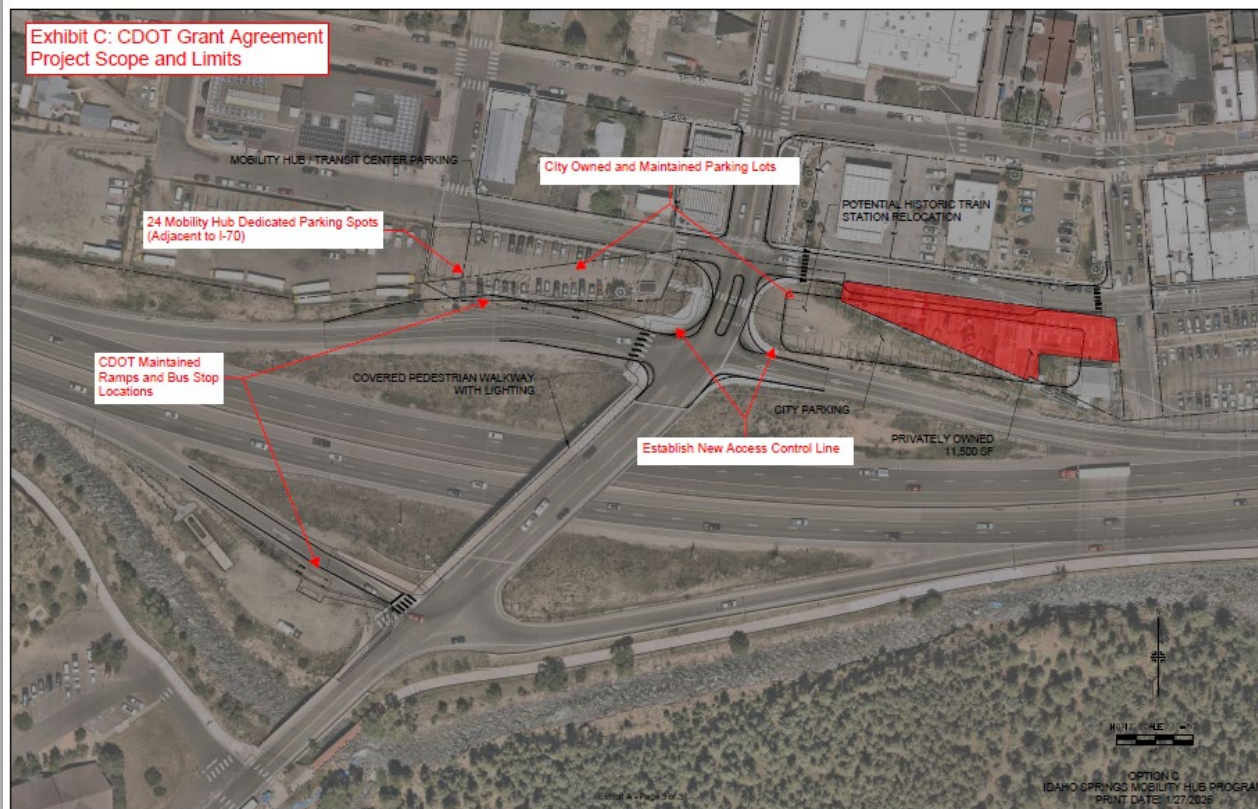
Phase I Mobility Hub Project Status

- 30% Complete
- NEPA under planning grant
- Final Design (90%) anticipated Spring 2027
- Funding IGA under City consideration
- ROW process initiated
- Construction target: Fall 2027 through Fall 2028
- Future Maintenance IGA in development



Phase I Funding IGA

- Scope
- Phases
- Funding and Cost Estimate
- Contract Details and Review



Scope: The Idaho Springs Mobility Hub Phase 1 Project proposes the completion of design and construction of a mobility hub at the I-70 and State Highway 103 interchange (Exit 240). The project will provide additional parking, electric vehicle charging infrastructure, shelters, and dedicated loading/unloading areas along I-70 ramps and within the local street system at a single central mobility hub location adjacent to downtown Idaho Springs.

This project includes the following key elements:

- i. Acquisition of ROW for Phase 1 key elements
- ii. Transit stop along WB I-70 on ramp at Exit 240 for westbound use
- iii. Transit stop along EB I-70 off ramp at Exit 240 for eastbound use
- iv. Parking lot reconstruction and expansion in northwest portion of interchange
- v. New parking lot construction in northeast portion of interchange
- vi. Intersection improvements at 13th Street and I-70 interchange ramps
- vii. Pedestrian improvements between eastbound and westbound transit stop locations and parking lots.

Next Steps

- Phase I Funding IGA City Council Consideration
- Continued public engagement
- Continue discussion on business relocations and initiation of ROW process
- Complete 60% Design and NEPA for Full Program
- Advance Phase I into final design



Questions and Discussion





TO: Planning Commission
CC: City Administrator Andrew Marsh
FROM: Dylan Graves, Community Development Planner
SUBJECT: Park Conveyance – Park near Fieldhouse Apartments
MEETING DATE: September 15, 2026

BACKGROUND

As part of the Fieldhouse Apartments approval from 2022, the developer was required to construct a park along Idaho Street across from the CCMRD recreation center. This park was required to be built as part of the development and be conveyed to the city upon completion. Conveyance of the park will occur at the next City Council regular meeting. The park will be a part of the city's parks and recreation system.

Staff from the city and CCMRD met several times to discuss the park, including future programming, maintenance plans, etc. The park has a one-year warranty for all improvements during which time the developer will fix any issues that arise and address things like broken irrigation systems, dead plants/trees, and anything else that goes wrong in the first year.

The purpose of this staff report is to lay out the next steps for the park and receive direction from City Council on several items, including park naming and park programming.

PARK PROGRAMMING

There was concern about the watering of the grass in the park over the summer. Since new sod was installed, the watering was necessary to ensure that the grass was rooted, which requires additional water as compared to established grass. The preference for green space that could be used for youth and adult sports, picnics, and other functional uses led to the decision to install grass turf rather than go with a xeriscaped garden space. Portions of the park (especially near Idaho Street and I-70) are designed as xeriscaping, but the area in the middle of the park was intended for active use. Each of the benches in the park has access to power and there is power adjacent to the paved western portion of the park. This park could allow for small concerts or other public events without the need for additional infrastructure.

The original renderings included in the Final Development Plan (FDP) for the property included a boulder feature. However, when meeting with the developer during construction, CCMRD and the city expressed a design to maximize usable green space near the rec center.

RELATIONSHIP WITH CCMRD

There is a significant opportunity for CCMRD to expand programming with the opening of this park. Speaking with Cameron Marlin, CCMRD programming could include group fitness classes, overflow youth soccer fields during the summer, childcare program play, adult volleyball tournaments, community events (egg hunt, bounce house, small concerts, etc.), and potentially could be a source of income through rentals of the space.

CCMRD is hoping to be able to use the park and is willing to help with programming and coordination of events / activations, like they do at the Shelly/Quinn Park, but does not have the capacity to complete substantial maintenance of the park since their equipment is at Shelly/Quinn and it would be infeasible to move it back and forth for things like mowing, weeding, irrigation maintenance, etc. As such, maintenance of the park will be done by the city's Public Works Department.

Staff believe that CCMRD having some level of programming responsibility over the park would be the best way to activate the park on a regular basis. Having regular CCMRD activations and special events in the park is likely to increase usage and make the space more welcoming to residents and visitors in general. Staff think that a hybrid approach to this park could work, where the Public Works Department does routine maintenance, but the city comes to an agreement with CCMRD to have them manage the day-to-day operations/activations within the park.

PARK NAMING

The park currently does not have a name, and this is a great opportunity to honor Idaho Springs and organize a community-oriented event for a grant opening and naming ceremony. Coming up with a formal name for the city park would be beneficial for its establishment as a community resource and for wayfinding and promotional purposes.

Some members of the public have been referring to it at Golddigger Park, as a homage to the former Golddigger Field and a way to recognize that while the football field has been redevelopment, this site can still be a recreational resource for the community going forward. The school district has submitted a letter suggesting that name on behalf of the school alumni association. This could be an option, though other options may be reasonable.

Staff thought that it could be nice to do a public vote for the name of the park if Golddigger Park is not the consensus choice. City Council could come up with a few names that would be suitable for the park and then let the community vote on a preferred name.

PARK RIBBON CUTTING CELEBRATION

City staff and CCMRD staff had the idea to do a small park ribbon cutting ceremony to celebrate its opening. Cameron from the CCMRD suggested that the school is having their homecoming parade on September 24th starting at about 2:30 PM. This could be a good opportunity for a photo shoot with local students and local organizations who will already be lining up for the parade in this location. It could be a good way of highlighting the fact that the park is a public park resource, rather than a part of the Fieldhouse Apartments development.

REQUEST FOR DIRECTION

- How would City Council like staff to proceed with a ribbon cutting celebration/ceremony?
- Does City Council have suggestions regarding a park name?
- How would City Council like the park to be managed and operated?
- What are City Council's goals for the future of the park space?



September 2, 2026

Idaho Springs City Council
City of Idaho Springs
Idaho Springs, Colorado

Dear Mayor and Members of the Idaho Springs City Council:

On behalf of Clear Creek School District RE-1, and in partnership with the Clear Creek High School Alumni Association, we respectfully request that the City of Idaho Springs formally name the currently unnamed park located across the street from the Clear Creek Metropolitan Recreation District Golddigger Park.

The park is located on the site of the former Golddigger Field, a place with deep ties to the history of Clear Creek High School and the greater Idaho Springs community. For generations, Golddigger Field served as a gathering place where students competed, families and alumni came together, and community members celebrated their shared connection to Clear Creek. Although the property has since been redeveloped, the site's identity as Golddigger Field remains an important part of our community's history.

Naming the park Golddigger Park would provide a meaningful way to preserve that history while recognizing the property's continued role as a place for recreation, connection, and community gatherings. The name would create a lasting link between the site's past and its future and help ensure that future generations understand and appreciate its significance to Clear Creek High School and the Idaho Springs community.

Through our work with the Clear Creek High School Alumni Association, we believe there is strong value in preserving the Golddigger name. It is a name familiar to generations of Clear Creek graduates, families, and community members and represents an important part of the shared history of Clear Creek High School and the City of Idaho Springs.

We respectfully ask the City Council to consider formally naming the park Golddigger Park at its next meeting. With the Council's support, we would welcome the opportunity to work with the City, the Alumni Association, and other community partners to recognize and celebrate the park's new name in conjunction with this year's Clear Creek High School Homecoming Parade and Celebration on Thursday,

September 24, 2026. We believe this would provide a fitting opportunity to bring together current students, alumni, families, and community members to honor the history of the site while celebrating its future.

Thank you for your consideration of this request and for your continued partnership with Clear Creek School District RE-1. We appreciate the City's commitment to investing in spaces that continue to bring people together.

Sincerely,

Wesley Paxton
Superintendent
Clear Creek School District RE-1

Einar Jensen
President
Clear Creek High Alumni Association



TO: City Council
 FROM: Dylan Graves, Community Development Planner
 SUBJECT: Potential Contributions or Incentives for Affordable Housing
 MEETING DATE: September 15, 2026

BACKGROUND

Because the city has been approached by affordable housing developers on several occasions to request incentives to help with funding gaps, I was asked to put together a memo that discusses a potential incentive program that the city could offer to developers. These requests have in the past requested both financial and non-financial incentives. Idaho Springs has previously considered incentives on a case-by-case basis. The goal of this memo is to lay out potential options to formalize the type and scale of potential incentives that the city would be willing to offer for affordable housing projects so that all projects are treated equally. This would create clarity for developers interested in doing business in the city, even if the ultimate direction is to NOT provide incentives for affordable housing.

This report seeks to set out a few items for consideration:

1. Does City Council want to offer incentives to help support affordable housing developments?
2. What type of incentives City Council is willing to offer for affordable housing projects
3. What is the maximum financial considerations that can be offered for a project?
4. At what affordability levels will incentives be offered?

AREA MEDIAN INCOME (AMI) CONSIDERATIONS

For a long time, the City Council has discussed the idea that the Area Median Income (AMI) that is identified by the Department of Housing and Urban Development (HUD) and the Colorado Housing Finance Authority (CHFA) does not accurately capture Idaho Springs' true housing needs.

The Denver Metropolitan Statistical Area (MSA) Median Family Income is currently identified by HUD as \$144,000 for a 4-person household making 100% AMI. This is the baseline that HUD and CHFA use when determining who can afford different units and at what rates rents can be set. For the Idaho Springs census tract, the "true" AMI for a 4-person household making 100% AMI is \$105,417. This is ~27% lower than the rate assigned by HUD. This means that the census tract that includes the city is clearly misrepresented by the state's standards. As such, Idaho Springs' market rate housing and "true" median income is probably 60-70% AMI based on the HUD/CHFA charts.

According to HUD charts, a one-bedroom unit designated as 100% AMI can be rented for up to \$2,700. This is considered "affordable" for someone making 100% of the AMI. However, when looking at Idaho Springs' true median income, the rate that would be affordable for someone making the city's true AMI is only \$1,845, a difference of \$855 per month.

The state defines affordable housing as rental housing offered at 60% of AMI and for sale housing offered at 100% of AMI. For Idaho Springs, true affordability for rental housing would be in the ~30% AMI range and for sale housing would be at the ~75% AMI range.

HUD AMI - Denver MSA						Tract 148 - Idaho Springs						MFI: \$105,417	
	30%	50%	80%	100%	120%		30%	50%	80%	100%	120%		
1 Person	30,240	50,400	80,640	100,800	120,960	1 Person	\$ 22,138	\$ 36,896	\$ 59,034	\$ 73,792	\$ 88,550		
2 Person	\$ 34,560	\$ 57,600	\$ 92,160	\$ 115,200	\$ 138,240	2 Person	\$ 25,300	\$ 42,167	\$ 67,467	\$ 84,334	\$ 101,200		
3 Person	\$ 38,880	\$ 64,800	\$ 103,680	\$ 129,600	\$ 155,520	3 Person	\$ 28,463	\$ 47,438	\$ 75,900	\$ 94,875	\$ 113,850		
4 Person	\$ 43,200	\$ 72,000	\$ 115,200	\$ 144,000	\$ 172,800	4 Person	\$ 31,625	\$ 52,709	\$ 84,334	\$ 105,417	\$ 126,500		
5 Person	\$ 46,680	\$ 77,800	\$ 124,480	\$ 155,600	\$ 186,720	5 Person	\$ 34,155	\$ 56,925	\$ 91,080	\$ 113,850	\$ 136,620		
6 Person	\$ 50,130	\$ 83,550	\$ 133,680	\$ 167,100	\$ 200,520	6 Person	\$ 36,685	\$ 61,142	\$ 97,827	\$ 122,284	\$ 146,740		
	30%	50%	80%	100%	120%		30%	50%	80%	100%	120%		
Studio	\$ 756	\$ 1,260	\$ 2,016	\$ 2,520	\$ 3,024	Studio	\$ 554	\$ 923	\$ 1,476	\$ 1,845	\$ 2,214		
1 Bedroom	\$ 810	\$ 1,350	\$ 2,160	\$ 2,700	\$ 3,240	1 Bedroom	\$ 593	\$ 989	\$ 1,582	\$ 1,977	\$ 2,372		
2 Bedroom	\$ 972	\$ 1,620	\$ 2,592	\$ 3,240	\$ 3,888	2 Bedroom	\$ 712	\$ 1,186	\$ 1,898	\$ 2,372	\$ 2,846		
3 Bedroom	\$ 1,124	\$ 1,873	\$ 2,996	\$ 3,745	\$ 4,494	3 Bedroom	\$ 822	\$ 1,371	\$ 2,193	\$ 2,741	\$ 3,289		
4 Bedroom	\$ 1,253	\$ 2,089	\$ 3,342	\$ 4,177	\$ 5,012	4 Bedroom	\$ 917	\$ 1,529	\$ 2,446	\$ 3,057	\$ 3,668		

With that in mind, the city does not “need” any housing at anything higher than ~ 50% of AMI. This is true when you look at the DRCOG Regional Housing Needs Assessment, which has the majority of the city’s needs in the 0-50% range. As such, staff recommend that if incentives are considered, they would be capped so that the city does not provide incentives for housing that the city does not actually need.

For for-sale housing, a program that starts offering incentives at ~80% AMI might be reasonable, since the cheapest housing on the market in Idaho Springs city limits today are on the market at that level or higher. There are very few for-sale properties on the market now, so adding more units in the 80% AMI range or lower that can be purchased by local residents could be valuable.

HOW TO SET UP AN INCENTIVE PROGRAM

For any potential incentive program, the developer would need to show that there is a demonstrable financial gap. If there is not a gap in the financing, and the project could be built without city incentives, then there is no reason to provide incentive funding. Similarly, if there is a \$200,000 funding gap, but they are eligible for \$400,000 in incentives, the city would only provide a maximum incentive of \$200,000. We would want to set this up so that the city is the funder of last resort – if our contributions are not required, they would not be provided.

Staff would also recommend that the city establishes different “tiers” of standards depending on the affordability of the project to provide more incentives to projects that provide more affordability.

For example, when looking at other communities that offer financial incentives, they might break down the incentives per unit as follows:

For rental units at 50% AMI: offset of \$5,000 per unit
For rental units at 40% AMI: offset of \$10,000 per unit
For rental units at 30% AMI: offset of \$20,000 per unit
For rental units at 20% AMI or less: offset of \$25,000 per unit

For for-sale units at 80% AMI: offset of \$5,000 per unit
For for-sale units at 70% AMI: offset of \$10,000 per unit
For for-sale units at 60% AMI: offset of \$20,000 per unit
For for-sale units at 50% AMI or less: offset of \$25,000 per unit

Staff would also recommend that the city determine the maximum financial amount that would be offered per project regardless of the total number of units. This could be a percentage cap of the value of the project (e.g. up to 20% of total project budget) or a set amount (e.g. \$1 million).

POTENTIAL FINANCIAL INCENTIVES

Financial incentives may include the following. If City Council wants to set up affordable housing incentives, it would be beneficial to determine which incentives are appropriate to offer developers.

1. Direct financial assistance

This is the most direct incentive for affordable housing and would involve the city providing direct financial assistance (cash payments) to help fund the project. There are cities that have set up affordable housing funds to help fund projects. Longmont, Fort Collins, Boulder, and Durango are four Colorado examples of communities that have provided direct funding to housing projects. Similarly, cities like Breckenridge or Aspen act as developers on projects and thus are the major funding source for housing projects.

Potential value: depends on the project

2. Land donation and land banking

A land donation program would work by having the city donate land to an affordable housing developer, either fee simple or with a long-term lease, to offset the cost of land acquisition associated with the project. This donation could be a sale of the property to a developer or could be a long-term lease. Some cities, including Durango, Breckenridge, Frisco, Vail, Glenwood Springs, and Boulder, have land banking programs where they acquire land and hold it for housing development. Donating existing city land would be relatively inexpensive, though there is limited city-owned land currently available for that use. The state Department of

Local Affairs (DOLA) and Division of Housing (DOH) have set up a land banking program that could help fund property acquisitions.

Potential value: depends on the project – low for projects on existing city-owned land, high if the city needed to acquire property

3. Waiver of building permit fees

4. Waiver of plan review fees

These two incentives could result in a direct cost to the city, since 80% of building permit fees are paid to SAFEbuilt. Staff would not recommend the waiver of any fees that would be directly owed to SAFEbuilt for plan review or building permit fees.

That said, a portion of the building permit and plan review fees are paid to the city (approximately 20%). For these fees, the waiver or reduction would be less impactful and would cost only city staff time associated with review.

Potential value: For a project valued at \$20,000,000, permit fees would be \$82,519.63, plus a plan review fee of 65% of the building permit fee, leading to total fees of approximately \$136,157.39. Of that amount, the city's portion from the permit and plan review fees would be approximately \$27,231.48.

5. Waiver or reduction of water tap fees

6. Waiver or reduction of sewer tap fees

These water and sewer tap fees are plant investment fees paid for the maintenance and construction of water and sewer facilities in Idaho Springs. Currently, the city's water and sewer plants are in good working order, but plant investment fees are used when maintenance is required.

Potential value: Depending on the number of taps needed and the size of taps needed, waived fees could be substantial.

7. Waiver or reduction of impact fees

The city charges \$5,000 / unit of multifamily housing for impact fees, which are levied for the purpose of mitigating the impact that the development projects have upon the City's ability to provide specified public facilities. These fees go towards growth-related improvements, facilities and equipment in the general functional area of parks, fire, police, municipal facilities, recreation, transportation, and storm water management. In the past, the city has been willing to apply the impact fees to public improvements associated with the project in question. For example, the Fieldhouse Apartments project was able to apply their impact fees to the widening of Miner Street, addition of sidewalks, and a new water line that provided clear public infrastructure investment.

Potential value: \$5,000 / unit

8. Waiver or reduction of third-party fees (Engineering, Attorney, etc.)

Most land use projects require review by the city's engineers and the city's attorneys. Since the city contracts engineering and legal services, any reduction in these review fees would be a real cost to the city because these review fees will still need to be paid by someone for services rendered.

Potential value: Costs depend on the number of review hours needed. Average costs per hour for these services are between approximately \$188/hour and \$240/hour.

9. Waiver or reduction of planning / entitlement fees

This would not cost the city any "real" funds, as this would simply be a waiver of application fees and staff fees associated with the development review process. This would be a cost in the sense of waiving fees associated with staff time but would not cost the city anything beyond staff salaries. These fees normally amount to a maximum of a few thousand dollars per project.

Potential value: Planning review fees are \$75/hour, Administrative staff fees are \$50/hour, City Administrator fees are \$100/hour

10. Deferral of fees

Instead of paying fees early on during the project before revenues exist to pay out of pocket costs/fees, the city could defer payment of fees until financing is available to pay for said expenses. Deferral could be an option to help support the project if the city is unwilling to waive or reduce fees.

11. City Excise or Sales Tax Waivers

During construction, materials and equipment may be subject to city excise or sales taxes. The city could waive these taxes for affordable housing projects. This incentive would require a rebate. The city would collect the relevant tax and then rebate it back to the developer. There would be no “real” cost to the city but the city would forego potential tax revenues.

NON-FINANCIAL INCENTIVES

There are non-financial incentives or bonuses that could be offered to developers looking to construct affordable housing in the city. These reduce costs of development and/or increase the total number of units that could be built on a given property.

12. Parking Reduction / Parking Fee-in-Lieu

Reducing parking requirements for affordable housing projects can help developers by reducing construction costs and allowing them to build more housing units, thus increasing long-term revenues. The downside to a parking reduction is that it will increase the parking burden on existing streets or city-owned parking lots. Parking fee-in-lieu is only \$2,500 / space for residential uses. Something the city could offer developers is the ability to waive fee-in-lieu fees if they are eligible for a parking fee-in-lieu.

13. Density Bonuses

14. Height Increases

15. Open Space Reductions

16. Lot-Width Reductions

17. Setback Reductions

These programs allow additional housing to be built at a higher density on a given property. Adding an extra story to a building can significantly increase revenues for the developer without substantially increasing costs. Reducing open space requirements allows a developer to build more units on a lot. Lot-width reductions and setback reductions allow more space to be used for parking, building footprints, and other beneficial uses. Any or all of these potential land use incentives would increase a developer’s ability to maximize buildout of their property.

These incentives come with a list of tradeoffs that would need to be considered. While they do not cost the city money, there could be impacts felt by adjacent property owners. Allowing increased height would create taller buildings that could impact views and change the community character by adding mass to existing neighborhoods. Open space reductions result in greater amounts of space filled with impervious surfaces. Lot-width and setback reductions would allow for buildings to be built more closely to adjacent properties.

REQUEST FOR DIRECTION:

1. Is City Council interested in pursuing affordable housing incentives further?
2. How much is City Council willing to incentivize?
3. Which incentives would City Council be willing to offer for affordable housing?
4. What affordability levels would City Council want to see in exchange for an incentive?



TO: Idaho Springs City Council
CC: City Administrator Andrew Marsh
FROM: Dylan Graves, Community Development Planner
SUBJECT: Updates to Sections 21-205 and 21-220, Building Height
MEETING DATE: September 15, 2026

BACKGROUND

There has been significant talk about the need to consider architectural design updates throughout the city to better regulate how new developments or significant redevelopments look architecturally.

The city regulates architectural design in several places, including:

- Section 21-205: Design setting
- Section 21-220: Multifamily and commercial architecture
- Building height and other development standards from Sec. 21-63
- Historic District: *Design Guidelines for Historic Structures*
- Chapter 26: East End Overlay District (EEOD)
- Other areas that impact overall building design (setbacks, parking requirements, landscaping requirements, etc.)

I spoke with Planning Commission about these topics in August and there was interest in working on some or all of them. Key questions that came up were:

1. Do we want to strengthen and/or update the design setting requirements in Section 21-205 for the area around the historic district and gateway areas?
2. Do we want to update architectural standards citywide for new multifamily and commercial developments?
3. Do we want to consider architectural standards for single-family and duplex construction?
4. Do we want to consider changes to the city's building height standards?
5. Do we want to consider changes to the East End Overlay District?

The goal of this work session item is to get high-level feedback on each of the above questions to determine how staff should proceed researching architectural design.

Section 21-205: Design Setting

For a bit of background, back in late 2025, I discussed with the Historic Preservation Review Commission (HPRC) ways to strengthen the two-block buffer zone discussed in Section 21-205(A)(2) of the Idaho Springs Municipal Code (ISMC), which requires the following:

New developments within a two-block radius of the outside boundary of the Historic District should build upon and support the architectural features of the District itself. Use of Historic District building materials, architectural styles and designs based upon historic City sites are strongly encouraged.

There are 102 total properties in the two-block buffer zone of the Historic District, and bordered by the following streets/roads:

- 12th Avenue to the West
- Virginia Street to the North
- 19th Avenue/Soda Creek Road to the East
- I-70 to the South

Section 21-205(A)(4) states that New projects within the immediate vicinity (three hundred [300] feet of the edge of Colorado Department of Transportation right-of-way at the interchange) of Community Gateways shall develop elements of signage, landscaping and site design to create and support a sense of entry to the City. Design work at gateways to the City should reflect the historic mining heritage of the community.

Request for Direction: Does City Council want to see these sections strengthened and/or clarified to further protect the city's historic district buffer and gateway areas?

Section 21-220: Commercial and Multifamily Architecture

Section 21-220 of the ISMC concerns multifamily and commercial development, setting architectural standards for new developments. This section applies to every multifamily or commercial development citywide, not just in the gateway areas of the city or in the "buffer zone". Since there are strong examples of historic-style buildings city-wide and the city does have a number of existing, mature residential neighborhoods, ensuring that architecture is compatible across the city may be a positive goal, especially since we have heard that there is appetite for redevelopment on the east and west end of the city.

Existing requirements are relatively broad, so perhaps we could focus on incorporating more specific language that speaks to the type of buildings we want to see around the city. Do we want all buildings to have elements of Victorian-era architecture, or are we okay with different designs outside of the downtown area (e.g. mountain modern design), as long as they look nice? There are a lot of directions the city could go in updating this section.

Request for Direction: Is City Council interested in looking into revisions to Section 21-220, which applies to any multifamily or commercial development citywide?

Single Family and Duplex Residential Design Requirements:

If the city is worried about changes to the character of the community, the city could consider creating basic requirements for single-family architectural design. Currently, there are no such standards. Someone could demolish their existing 120+ year old home and build a modern home that does not have any historic architectural design features. The city has historically been hesitant to regulate new single-family developments, but if interest in the city continues to grow, we could see people interested in redeveloping existing single-family lots around the city.

Request for Direction: Does City Council want to consider architectural design requirements for single-family and duplex developments in addition to multifamily and commercial developments?

Building Height:

Currently, the city allows a 35-foot maximum height limit in every commercial and residential zone district, with the exception of the East End Overlay District (EEOD), which allows even taller heights in some areas. The industrial zone districts also vary in height requirements.

One of the concerns city staff have heard from the community is that a new 3-story building would be out of scale with existing properties around the city. Many of the existing single-family homes in Idaho Springs are shorter than 35' and most are at maximum 2-stories tall. There is concern that if someone's neighbor builds a 35' tall building, its mass and scale would detract from the city's current character.

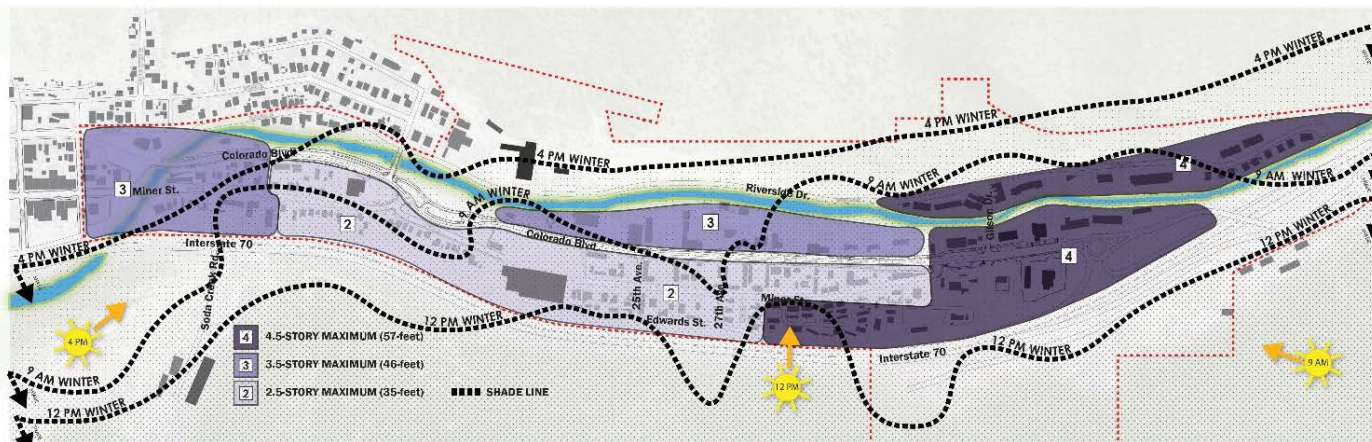
If City Council is interested in pursuing this further, there are a few ways that height could be addressed. The simplest way to address this concern would be to simply reduce the height maximum allowances in certain or all zoning districts, perhaps to 25-30 feet. A second way would be to apply a standard that compares the height of a proposed building to adjacent buildings within a certain area. For example, the city could say that no new building can be more than 10% taller than the average height of principal buildings within 100' of the subject property. This would mean that if the average height of those adjacent buildings is 25 feet, the new building being built could not exceed 27.5 feet. This ensures that new buildings are suitable from a massing standpoint to not stand out compared to its neighbors. The maximum height could remain at 35 feet where appropriate, but would limit height to a lower maximum in areas where existing buildings are shorter.

Another important height-related consideration is how height is calculated. For a non-flat roof, the 35' height limit is taken from the average height between the highest ridge and the eave height. This functionally allows for buildings that have a ridge height taller than 35'.

Request for Direction: Does City Council want to consider changing the city's height standards?

East End Overlay District

A final item for discussion is the city's East End Overlay District (EEOD), which sets different standards for setbacks, building height, design standards, and other standards as compared to the city's traditional zoning districts. The EEOD allows for buildings that are built closer to the street and, in some cases, taller heights, as seen below:



No property owner or developer has yet taken advantage of the EEOD standards, but in the future, if someone submitted an application on the far east end of the city for a 57' tall building, it would meet the EEOD standards. Similarly, a 46' tall building could be permitted in the vicinity of City Hall. The goal of the EEOD is to encourage redevelopment of the eastern side of the city, and the way it does that is by creating flexible standards that would allow for more density and thus more profits. However, since there are concerns about building height and community character, staff thought it was worth bringing up whether any changes to the overlay district might be warranted.

Request for Direction: Does City Council want to consider changes to the EEOD?

Residential Historic Districts and Local Designation of Historic Properties

Another important consideration is whether historic designation of historic properties could address local concerns about place-making and design. There are enough buildings with high historical integrity to create new districts or expand the existing historic district. However, political will is needed, as there is a misconception that if your property is designated as a historic resource, you are severely limited in what you can do. However, if the city really wants to maintain historic character and preserve the defining characteristics of the city, preserving the existing buildings is critical. This will require public buy-in, since property cannot be designated without property owner consent.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
August 24, 2026**

The City Council of the City of Idaho Springs held a work session and regular meeting on Monday August 24th, 2026, in the city council chambers. Mayor Chuck Harmon called the regular meeting to order at 7:00 p.m.

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

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Bassist moved to approve the agenda of August 24th, 2026, Councilmember Manifold seconded. Second followed by an all in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Collier moved to approve the minutes of August 10th, 2026, Councilmember Reagon seconded. Second followed an all in favor voice vote.

APPROVAL OF BILLS

Mayor Pro Tem Jeremy Jones moved to approve the bills to August 24th, 2026. Councilmember Mariani seconded, second followed by discussion. Councilmember Mariani asked about the late fee on the invoice from Granit Property Services and Mayor Harmon replied and stated that Public Works Director Edward Signward did not authorize that late fee. Mr. Sigward agreed and stated that council should ignore that invoice as a corrected one without that late fee is being submitted. Councilmember Manifold asked if that bill for the Riverside Drive Hydrant was just for the hydrant itself and nothing else. Mr. Sigward stated that it was for the hydrant itself and it was about \$25,000.00. Discussion followed by an all in favor roll call vote.

**PUBLIC COMMENT – SCHEDULED
UNSCHEDULED PUBLIC COMMENT**

RESOLUTIONS

Councilmember Collier moved to approve **Resolution #20, Series 2026**, A Resolution approving an access and maintenance agreement between the City of Idaho Springs and Mighty Argo Metropolitan District No. 2 concerning Gondola upper landing public improvements. Councilmember Bassist seconded. Second followed by an all in favor roll call vote.

Councilmember Manifold moved to approve **Resolution #23, Series 2026** A Resolution of the City Council of the City of Idaho Springs, Colorado approving the submission of an application to the Colorado Department of Local Affairs, Division of Housing, under the predevelopment notice of funding availability for the Idaho Springs Affordable Senior Housing Project and authorizing and delegating signatory authority. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

ORDINANCE SECOND READING

Councilmember Mariani moved to approve **Ordinance #15, Series 2026** an Ordinance approving an amended and restated occupancy agreement for 2060 Miner Street between the City and the Historical Society of Idaho Springs. Councilmember Reagon seconded, second followed by an all in favor roll call vote.

Mayor Pro Tem Jeremy Jones moved to approve **Ordinance #18, Series 2026** an ordinance imposing a temporary moratorium on the submission, acceptance, processing, and approval of any application for a City of Idaho Springs permit or license related to the operation of a private paid parking facility within the city. Councilmember Manifold seconded, second followed by an all in favor roll call vote. Councilmember Collier mentioned that this is a good time to have this ordinance on the agenda as she has been approached by multiple people asking about privately paid parking uses.

Mayor Harmon advised council that he was amending this ordinance to \$5.00 instead of the \$3.00 listed in the current ordinance as written in the packet. This allows for flexibility and takes into account inflation. It starts at \$3.00 and can go as high as \$5.00. If there were to be any further changes to this ordinance in the future, they would have to be approved by a vote of the people. Mayor Harmon moved to approve **amended Ordinance #19, Series 2026** an ordinance referring a ballot issue to the city electors pursuant to Article X, Section 20 of the Colorado Constitution to establish a new occupational tax on the occupation of providing outdoor recreational experiences, dedicating all revenue from the new tax to address the impacts of those activities upon the city, and amending chapter 8 of the Idaho Springs Municipal Code to implement the tax, contingent upon voter approval. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote. Amended ordinance passed. Councilmember Manifold stated that the tax of \$5.00 is reasonable, and they as council need to do a good job to get this information out to their constituents.

CITY ATTORNEY

City Attorney Beery was in attendance via ZOOM and she did not have anything for council at this meeting.

CITY ADMINISTRATOR

Staff report submitted with no requests for action. Mr. Marsh advised council that there was need for an additional work session on Tuesday September 8th as well as the need for a special work session meeting on Tuesday September 22nd. Mr. Marsh also reminded council that the first regular meeting in September has been rescheduled for Tuesday September 15th, 2026.

ADMINISTRATIVE DEPARTMENT

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

Community Development Planner- Staff report submitted with one request for action.

Councilmember Collier moved to accept the petition for local historic designation of 121 15th Avenue (Roberts Brothers Garage) and refer the application to the Historic Preservation Review Commission for review and recommendation. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

Councilmember Manifold stated that she loves this, the more we can designate the better we can protect our historic town. Councilmember Manifold also mentioned that a weed committee was a great suggestion and there are some residents of town who are already weeding areas they come across.

Deputy City Clerk – No staff report submitted.

POLICE DEPARTMENT

Staff report submitted with no requests for action. Chief Buseck reminded council that the grand opening of the new police station is on September 23rd from 2-4 pm at the new station at 1744 Miner Street.

PUBLIC WORKS DEPARTMENT

Staff report submitted with no requests for action. Mr. Sigward advised council that the Montante Tank has been postponed until next week.

**CITY CLERK/TREASURER
COMMITTEE REPORTS**

MAYOR/COUNCIL

Councilmember Manifold stated that at least 4 residents have asked that there be crosswalk stripes painted at 15th and Colorado Blvd near the United Center, as there are real safety concerns. Councilmember Mariani added that 17th and Colorado Blvd also could use a painted crosswalk. Chief Buseck added that there are 4 or 5 areas that should have flashing crosswalks and that would be an item for this upcoming budget.

ADJOURN

Mayor Harmon adjourned the regular meeting at 7:31 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AlSCO - Denver Linen (13)								
LDEN3336428								
LDEN3336428	Invoice		08/25/2026	09/25/2026	105.27	Open	08/26	10-30-5108
Total LDEN3336428:					105.27			
Total AlSCO - Denver Linen (13):					105.27			
Angel Armor (2260)								
INV19988								
INV19988	Invoice		08/26/2026	09/25/2026	4,387.02	Open	08/26	10-30-6030
Total INV19988:					4,387.02			
Total Angel Armor (2260):					4,387.02			
AT&T Mobility (283)								
X08212026								
X08212026	Invoice		08/13/2026	09/11/2026	321.29	Open	08/26	51-00-5335
Total X08212026:					321.29			
Total AT&T Mobility (283):					321.29			
BOKF NA (1849)								
0004886.1								
0004886.1	Invoice		08/21/2026	09/11/2026	250.00	Open	08/26	23-00-5101
Total 0004886.1:					250.00			
Total BOKF NA (1849):					250.00			
Browns Hill Engineering & Cont (1416)								
1866								
1866	Invoice		09/01/2026	10/01/2026	1,620.00	Open	09/26	52-00-5000
Total 1866:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					1,620.00			
CenturyLink (569)								
8.22.2026								
8.22.2026	Invoice		08/22/2026	09/14/2026	149.79	Open	08/26	51-00-5303
Total 8.22.2026:					149.79			
Total CenturyLink (569):					149.79			
Certified Languages International (2112)								
334110083126								
334110083126	Invoice		09/05/2026	09/18/2026	54.45	Open	08/26	10-30-5108
Total 334110083126:					54.45			
Total Certified Languages International (2112):					54.45			
Chamomile & Sage Consulting (2265)								
8.31.2026								
8.31.2026	Invoice		09/01/2026	09/30/2026	1,533.33	Open	08/26	10-21-5108
8.31.2026	Invoice		09/01/2026	09/30/2026	5,133.33	Open	08/26	59-70-5108
8.31.2026	Invoice		09/01/2026	09/30/2026	116.74	Open	08/26	10-21-5032

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 8.31.2026:					6,783.40			
Total Chamomile & Sage Consulting (2265):					6,783.40			
City of Golden (1048)								
8.25.26								
8.25.26	Invoice	CML District 3 Fall Meeting	08/25/2026	09/16/2026	45.00	Open	07/26	10-20-5210
Total 8.25.26:					45.00			
Total City of Golden (1048):					45.00			
Clear Creek County Treasurer (63)								
49375								
49375	Invoice		08/17/2026	08/17/2026	344.00	Open	08/26	10-20-5050
Total 49375:					344.00			
Total Clear Creek County Treasurer (63):					344.00			
Colorado Analytical Lab (945)								
260623140								
260623140	Invoice		06/30/2026	09/11/2026	70.20	Open	06/26	52-00-5201
Total 260623140:					70.20			
260819052								
260819052	Invoice		08/20/2026	09/20/2026	110.00	Open	08/26	51-00-5201
Total 260819052:					110.00			
Total Colorado Analytical Lab (945):					180.20			
Colorado Community Media (1981)								
IVIT1DBU-0019								
IVIT1DBU-0019	Invoice		07/29/2026	08/29/2026	68.14	Open	08/26	10-20-5312
Total IVIT1DBU-0019:					68.14			
IVIT1DBU-0020								
IVIT1DBU-0020	Invoice		07/29/2026	08/29/2026	448.74	Open	08/26	10-20-5312
Total IVIT1DBU-0020:					448.74			
IVIT1DBU-0021								
IVIT1DBU-0021	Invoice		07/29/2026	08/29/2026	101.58	Open	08/26	10-20-5312
Total IVIT1DBU-0021:					101.58			
IVIT 1DBU-0026								
IVIT 1DBU-0026	Invoice		08/25/2026	09/25/2026	29.42	Open	08/26	10-20-5312
Total IVIT 1DBU-0026:					29.42			
IVIT1DBU-0024								
IVIT1DBU-0024	Invoice		08/25/2026	09/25/2026	443.46	Open	08/26	10-20-5312
Total IVIT1DBU-0024:					443.46			
IVIT1DBU-0025								
IVIT1DBU-0025	Invoice		08/25/2026	09/25/2026	29.42	Open	08/26	10-20-5312

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total IVIT1DBU-0025:					29.42			
151437								
151437	Invoice		08/31/2026	09/30/2026	520.00	Open	08/26	10-30-5313
Total 151437:					520.00			
NZEDAULR-0006								
NZEDAULR-0006	Invoice		09/09/2026	10/09/2026	43.06	Open	09/26	10-20-5312
Total NZEDAULR-0006:					43.06			
Total Colorado Community Media (1981):					1,683.82			
Colorado Mountain Bike Association (1835)								
81030								
81030	Invoice		08/18/2026	09/17/2026	12,775.20	Open	08/26	21-00-6024
Total 81030:					12,775.20			
Total Colorado Mountain Bike Association (1835):					12,775.20			
Comcast (1486)								
9.4.2026								
9.4.2026	Invoice		09/08/2026	09/18/2026	424.01	Open	08/26	10-30-5335
Total 9.4.2026:					424.01			
Total Comcast (1486):					424.01			
Common Knowledge Technology, Inc (1549)								
71507								
71507	Invoice		08/28/2026	09/27/2026	451.00	Open	08/26	21-00-6026
Total 71507:					451.00			
71604								
71604	Invoice		09/01/2026	10/01/2026	1,406.81	Open	08/26	10-20-5106
71604	Invoice		09/01/2026	10/01/2026	1,406.81	Open	08/26	10-30-5108
71604	Invoice		09/01/2026	10/01/2026	1,406.81	Open	08/26	10-10-5108
71604	Invoice		09/01/2026	10/01/2026	703.41	Open	08/26	51-00-5106
71604	Invoice		09/01/2026	10/01/2026	703.41	Open	08/26	52-00-5106
Total 71604:					5,627.25			
Total Common Knowledge Technology, Inc (1549):					6,078.25			
Doyle Disposal (380)								
41242								
41242	Invoice		08/25/2026	09/25/2026	1,050.00	Open	08/26	52-00-5202
Total 41242:					1,050.00			
Total Doyle Disposal (380):					1,050.00			
DW Development Group (2300)								
8.31.2026								
8.31.2026	Invoice	developer refund	08/31/2026	09/18/2026	1,140.00	Open	09/26	10-20-6060
Total 8.31.2026:					1,140.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total DW Development Group (2300):					1,140.00			
Employee (2093)								
8.30.26								
8.30.26	Invoice		08/30/2026	09/18/2026	198.54	Open	08/26	10-10-6022
Total 8.30.26:					198.54			
Total Employee (2093):					198.54			
employee (2093)								
9.2.2026								
9.2.2026	Invoice		09/02/2026	09/18/2026	135.73	Open	09/26	52-00-6040
Total 9.2.2026:					135.73			
Total employee (2093):					135.73			
Ferguson Waterworks (2210)								
1702606								
1702606	Invoice		08/19/2026	09/19/2026	3,244.40	Open	07/26	51-15-7006
Total 1702606:					3,244.40			
Total Ferguson Waterworks (2210):					3,244.40			
Goodyear Auto Service Center (131)								
49373								
49373	Invoice		08/19/2026	09/18/2026	1,136.33	Open	08/26	10-30-6100
Total 49373:					1,136.33			
Total Goodyear Auto Service Center (131):					1,136.33			
Hach Company (138)								
15144408								
15144408	Invoice		08/25/2026	09/25/2026	334.35	Open	08/26	52-00-5208
Total 15144408:					334.35			
15147202								
15147202	Invoice		08/27/2026	09/25/2026	288.80	Open	08/26	52-00-5208
Total 15147202:					288.80			
Total Hach Company (138):					623.15			
Hayes Poznanovic Korver LLC (214)								
3657								
3657	Invoice		09/02/2026	09/18/2026	386.25	Open	08/26	51-00-5101
Total 3657:					386.25			
Total Hayes Poznanovic Korver LLC (214):					386.25			
I-70 Things, LLC (2299)								
216								
216	Invoice		08/12/2026	08/27/2026	1,000.00	Open	08/26	10-21-5109
Total 216:					1,000.00			
Total I-70 Things, LLC (2299):					1,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
JVA Incorporated (1110)								
31653								
31653	Invoice		07/31/2026	08/31/2026	2,988.00	Open	07/26	51-72-7310
Total 31653:					2,988.00			
Total JVA Incorporated (1110):					2,988.00			
Liberty Communications (1547)								
4254663								
4254663	Invoice		08/30/2026	09/30/2026	141.92	Open	09/26	10-10-5303
4254663	Invoice		08/30/2026	09/30/2026	141.92	Open	09/26	10-20-5303
4254663	Invoice		08/30/2026	09/30/2026	141.92	Open	09/26	10-30-5303
4254663	Invoice		08/30/2026	09/30/2026	70.96	Open	09/26	51-00-5303
4254663	Invoice		08/30/2026	09/30/2026	70.96	Open	09/26	52-00-5303
Total 4254663:					567.68			
Total Liberty Communications (1547):					567.68			
McDonald Farms (1588)								
0201910-IN								
0201910-IN	Invoice	WasteWater Hauled to Landfill	08/20/2026	09/04/2026	1,330.00	Open	08/26	52-00-5250
Total 0201910-IN:					1,330.00			
Total McDonald Farms (1588):					1,330.00			
Milo's Speed Shop (2157)								
1586								
1586	Invoice		09/04/2026	09/18/2026	167.12	Open	08/26	10-30-6100
Total 1586:					167.12			
Total Milo's Speed Shop (2157):					167.12			
Motherlode Brewery (1686)								
CIS.8.25.26								
CIS.8.25.26	Invoice		08/25/2026	09/09/2026	500.00	Open	08/26	10-21-5042
Total CIS.8.25.26:					500.00			
Total Motherlode Brewery (1686):					500.00			
Mountain Tool and Feed (1450)								
1840								
1840	Invoice		08/26/2026	09/30/2026	345.88	Open	08/26	10-60-5207
Total 1840:					345.88			
Total Mountain Tool and Feed (1450):					345.88			
Mountainside Striping (2303)								
7.27.2026								
7.27.2026	Invoice		07/27/2026	09/18/2026	5,800.00	Open	08/26	59-70-7901
Total 7.27.2026:					5,800.00			
Total Mountainside Striping (2303):					5,800.00			
Murray Dahl Beery & Renaud (806)								
20011								
20011	Invoice		09/03/2026	09/18/2026	12,940.98	Open	08/26	10-20-5101

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 20011:					12,940.98			
Total Murray Dahl Beery & Renaud (806):					12,940.98			
Napa Auto Parts (198)								
145998								
145998	Invoice		09/03/2026	09/18/2026	18.70	Open	08/26	10-30-6193
Total 145998:					18.70			
Total Napa Auto Parts (198):					18.70			
ORC Water Professionals (2280)								
273918								
273918	Invoice		08/31/2026	09/02/2026	7,276.30	Open	07/26	52-00-5000
273918	Invoice		08/31/2026	09/02/2026	7,276.30	Open	07/26	51-00-5000
Total 273918:					14,552.60			
Total ORC Water Professionals (2280):					14,552.60			
Peak Digital Office Solutions (409)								
75445								
75445	Invoice		09/01/2026	09/16/2026	36.31	Open	08/26	10-30-5309
Total 75445:					36.31			
75461								
75461	Invoice		09/01/2026	09/16/2026	260.23	Open	08/26	10-20-5309
Total 75461:					260.23			
75495								
75495	Invoice		09/04/2026	09/19/2026	136.50	Open	09/26	10-20-5309
Total 75495:					136.50			
Total Peak Digital Office Solutions (409):					433.04			
Postmaster (341)								
537190659								
537190659	Invoice	Water Bills	09/01/2026	09/04/2026	339.95	Open	09/26	51-00-5310
537190659	Invoice	Water Bills	09/01/2026	09/04/2026	339.95	Open	09/26	52-00-5310
Total 537190659:					679.90			
Total Postmaster (341):					679.90			
PowerDMS, INC (2066)								
INV-167101								
INV-167101	Invoice		08/29/2026	10/28/2026	3,201.00	Open	08/26	10-30-5108
Total INV-167101:					3,201.00			
Total PowerDMS, INC (2066):					3,201.00			
Professional Management Solutions (1833)								
85289								
85289	Invoice		08/21/2026	09/21/2026	1,671.56	Open	07/26	10-10-5108
85289	Invoice		08/21/2026	09/21/2026	1,671.56	Open	07/26	10-20-5104
85289	Invoice		08/21/2026	09/21/2026	1,671.56	Open	07/26	10-30-5108
85289	Invoice		08/21/2026	09/21/2026	835.79	Open	07/26	51-00-5104

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
85289	Invoice		08/21/2026	09/21/2026	835.78	Open	07/26	52-00-5104
Total 85289:					6,686.25			
Total Professional Management Solutions (1833):					6,686.25			
Ramey Environmental Compliance, INC (898)								
31730								
31730	Invoice		08/31/2026	09/18/2026	1,539.00	Open	08/26	52-00-5000
Total 31730:					1,539.00			
Total Ramey Environmental Compliance, INC (898):					1,539.00			
S&B Carwash (534)								
21								
21	Invoice		09/04/2026	09/04/2026	303.30	Open	08/26	10-30-6100
Total 21:					303.30			
Total S&B Carwash (534):					303.30			
SAFEbuilt, LLC Lockbox #88135 (1041)								
4564645								
4564645	Invoice		08/31/2026	09/30/2026	1,427.04	Open	08/26	10-22-5000
Total 4564645:					1,427.04			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					1,427.04			
Salt Lake Wholesale Sports (1931)								
111897								
111897	Invoice		08/26/2026	09/25/2026	2,520.00	Open	08/26	10-30-6045
Total 111897:					2,520.00			
Total Salt Lake Wholesale Sports (1931):					2,520.00			
T Mobile (2040)								
211680251-11								
211680251-11	Invoice		08/20/2026	09/19/2026	95.45	Open	08/26	51-00-5335
Total 211680251-11:					95.45			
981870408-52								
981870408-52	Invoice		08/20/2026	09/18/2026	51.09	Open	08/26	10-30-5335
Total 981870408-52:					51.09			
997960542-28								
997960542-28	Invoice		08/20/2026	09/19/2026	446.00	Open	08/26	10-30-5335
Total 997960542-28:					446.00			
Total T Mobile (2040):					592.54			
Teens, INC. (2106)								
2616								
2616	Invoice		08/27/2026	09/27/2026	22,000.00	Open	08/26	21-00-6024
Total 2616:					22,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Teens, INC. (2106):					22,000.00			
Timberline Disposal (1467)								
6132410V324								
6132410V324	Invoice		09/01/2026	09/30/2026	204.88	Open	08/26	10-10-5202
Total 6132410V324:					204.88			
Total Timberline Disposal (1467):					204.88			
Treatment Technology (1078)								
200280								
200280	Invoice		08/11/2026	09/10/2026	2,128.40	Open	08/26	51-00-6216
Total 200280:					2,128.40			
Total Treatment Technology (1078):					2,128.40			
USA Blue Book (376)								
INV01144618								
INV01144618	Invoice		08/26/2026	09/18/2026	64.27	Open	08/26	52-00-5204
Total INV01144618:					64.27			
Total USA Blue Book (376):					64.27			
Utility Notification Center of Colorado (1984)								
226080655								
226080655	Invoice		08/31/2026	09/30/2026	48.82	Open	08/26	51-00-5108
226080655	Invoice		08/31/2026	09/30/2026	48.82	Open	08/26	52-00-5108
Total 226080655:					97.64			
Total Utility Notification Center of Colorado (1984):					97.64			
WEX BANK (1459)								
114583094								
114583094	Invoice		08/23/2026	09/14/2026	967.89	Open	08/26	10-30-6191
Total 114583094:					967.89			
Total WEX BANK (1459):					967.89			
Wilson Williams Fellman Dittman (2160)								
2833								
2833	Invoice		08/31/2026	09/30/2026	81.00	Open	08/26	10-20-5101
Total 2833:					81.00			
Total Wilson Williams Fellman Dittman (2160):					81.00			
Yiftee (2251)								
55202								
55202	Invoice		08/25/2026	08/25/2026	150.00	Open	08/26	10-21-7600
Total 55202:					150.00			
Total Yiftee (2251):					150.00			
Grand Totals:					126,403.21			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
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Report GL Period Summary

GL Period	Amount
07/26	27,516.25
06/26	70.20
09/26	4,322.87
08/26	94,493.89
Grand Totals:	126,403.21

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 18, Series 2026

A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF COLORADO CONCERNING PHASE I OF THE IDAHO SPRINGS MOBILITY HUB PROJECT (IN THE VICINITY OF EXIT 240)

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a duly organized Colorado statutory city, possessing the authority to construct and maintain rights-of-way and associated transportation improvements; and

WHEREAS, for several years, the City has been pursuing the potential construction of a cluster of public transportation-related improvements in and around the intersection of Interstate 70 and State Highway 103, also known as the Exit 240 area; and

WHEREAS, in recent months, the City has progressed in discussions with the State of Colorado, by and through the Colorado Department of Transportation (CDOT), to collaborate and partner on the Idaho Springs Mobility Hub Phase 1 Project, to include transit stops for each direction of I-70 travel, parking lot reconstruction and expansion in northwest portion of interchange, new parking lot construction in northeast portion of interchange, intersection improvements at 13th Street and I-70 interchange ramps, and pedestrian improvements between eastbound and westbound transit stop locations and parking lots (the “Project”); and

WHEREAS, representatives of the City and CDOT have agreed in principle that the City shall oversee and manage the construction of the Project, while the State will provide the funding for the same subject to the City’s adherence to a verifiable payment reimbursement process, all as further set forth in an agreement setting forth the details thereof; and

WHEREAS, the Idaho Springs City Council has reviewed the proposed agreement governing the City and State’s cooperation concerning the Project, finds the same to be in furtherance of the public safety and welfare, and therefore wishes to approve the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Idaho Springs, Colorado, that:

The agreement between the City of Idaho Springs and the State of Colorado, for the use and benefit of the Colorado Department of Transportation, concerning The Idaho Springs Mobility Hub Phase 1 Project, with a total contract amount of \$6,300,000, is hereby approved. The City and its authorized representatives are authorized and directed to sign the agreement, diligently pursue completion of the Project, accept State funding for the same, and perform all other tasks related to the conclusion of the Project and the work, as necessary.

RESOLVED, APPROVED and ADOPTED this 15th day of September, 2026.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Jennie Kim, City Clerk

State SLAWRK
PROJECT: 267 0703-484 (24432), Idaho Springs
Mobility Hub

REGION: CDOT R1
DM

CONTRACT

THIS CONTRACT made this ____ day of _____, 20 __, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF IDAHO SPRINGS hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$6,300,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for Idaho Springs Mobility Hub and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written “Notice to Proceed” prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project 267 0703-484 (24432), Idaho Springs Mobility Hub referred to as the “Project” or the “Work.” Such Work will be performed in Idaho Springs, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 100% of the funding for the work. Local Agency will provide the other 0%. State funds may be awarded with “Special Funding”. Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of the completion of design and construction of a mobility hub at the I-70 and State Highway 103 interchange (Exit 240), in Idaho Springs, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 26** of this contract
2. This contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit B** (Local Agency Resolution)
6. **Exhibit C** (Funding Provisions)
7. **Exhibit D** (Option Letter)
8. **Exhibit E** (Local Agency Contract Administration Checklist)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on July 01, 2036, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the

- office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
- The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days

before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.
- C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

- A. Design [if applicable]
1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
 2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:

- (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
 - (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional

federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.

- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations

1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad

company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The maintenance and operations responsibilities for the improvements constructed under this Agreement will be assigned in a separate Maintenance Agreement between the Parties. In the event a separate Maintenance Agreement is not executed the Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

A. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado. If this Agreement ceases to further the public interest of the State or if State or other funds used for this Agreement are not appropriated timely or otherwise become unavailable to fund this Agreement the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Local Agency, which shall be governed by §15 of this Agreement.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with §18. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to §16.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion

of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the Agreement Maximum Amount specified on **Exhibit C** payable to Local Agency hereunder.

B. Termination Due to Project Completion

This Agreement may be terminated early upon project completion after the final invoice has been paid. The Local Agency must submit an invoice they have indicated is the final invoice to CDOT. Once that invoice has been paid any remaining funds can be liquidated from the project. The State shall notify Local Agency by providing written notice to Local Agency of the termination in accordance with **§18** of this Agreement. The notice shall specify the effective date of the termination and will be the Agreement Expiration Date.

C. Termination by Mutual Agreement

This Agreement may be terminated early if all Parties agree that this would be in the best interest of the Parties. The Party initiating the termination shall send a written request to the other Party requesting termination. Once this request is received the State shall notify Local Agency by providing written notice to Local Agency of the termination in accordance with **§18** of this Agreement. The notice shall include the request to terminate and specify the effective date of the termination and will be the Agreement Expiration Date.

D. Termination for Breach

In the event of Local Agency's uncured Breach of Agreement, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any. **§15.**

15. Breach

Notice and Cure Period

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§15** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement to protect the public interest of the State; or if Local Agency is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

16. Remedies

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§15**, shall have all of the remedies listed in this **§16.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Remedies Involving Termination for Breach of Agreement

In the event of Local Agency's uncured breach and the State's notice of termination, as set forth in **§15**, the Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §14.A.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one (1) or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non-infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §15 and the dispute resolution process in §27 shall have all remedies available at law and equity.

Section 17. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 18. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State

If to the Local Agency

CDOT Region: CDOT R1	City of Idaho Springs
Jeff Hampton	Andrew Marsh
Project Manager	City Administrator
425 Corporate Circle	PO BOX 907
Golden, CO 80401	IDAHO SPRINGS, CO 80452
303-501-3695	303-567-4421, X121

Section 19. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 20. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 21. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 22. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 23. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 24. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 25. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 26. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 27. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 28. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all Agreements.

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S., applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Local Agency shall comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of Federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with Federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

Section 29. Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Local Agency

CITY OF IDAHO SPRINGS

State of Colorado

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: [Name & Title of Person Signing for LA]

Date: _____

By: Keith Stefanik, P.E., Chief Engineer

Date: _____

2nd State or Local Agency Signature if Needed

Legal Review

Philip J. Weiser, Attorney General

By: [Name & Title of Person Signing for LA]

By: Assistant Attorney General

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

EXHIBIT A
SCOPE OF WORK

Idaho Springs Mobility Hub Phase 1

Exhibit A, Grant Agreement Scope of Work

Name of Project: Idaho Springs Mobility Hub Phase 1
Project Number: 267 0703-484
Project SubAccount# 24432

Scope: The Idaho Springs Mobility Hub Phase 1 Project proposes the completion of design and construction of a mobility hub at the I-70 and State Highway 103 interchange (Exit 240). The project will provide additional parking, electric vehicle charging infrastructure, shelters, and dedicated loading/unloading areas along I-70 ramps and within the local street system at a single central mobility hub location adjacent to downtown Idaho Springs.

This project includes the following key elements:

- i. Acquisition of ROW for Phase 1 key elements
- ii. Transit stop along WB I-70 on ramp at Exit 240 for westbound use
- iii. Transit stop along EB I-70 off ramp at Exit 240 for eastbound use
- iv. Parking lot reconstruction and expansion in northwest portion of interchange
- v. New parking lot construction in northeast portion of interchange
- vi. Intersection improvements at 13th Street and I-70 interchange ramps
- vii. Pedestrian improvements between eastbound and westbound transit stop locations and parking lots.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

MODIFIED
CREATED

3/23/2026

Opinion of Probable Costs
City of Idaho Springs
Idaho Springs Mobility Hub Program - Phase 1

CREATED BY:
CHECKED BY:GNP
NO

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CURRENT COST
201-00000	Clearing and Grubbing	L S	1	\$ 50,000	\$ 50,000
202-00019	Removal of Inlet	EACH	4	\$ 2,000	\$ 8,000
202-00035	Removal of Pipe	LF	75	\$ 80	\$ 6,000
202-00200	Removal of Sidewalk	SY	460	\$ 30	\$ 13,800
202-00202	Removal of Gutter	LF	348	\$ 25	\$ 8,688
202-00203	Removal of Curb and Gutter	LF	1,740	\$ 12	\$ 20,880
202-00206	Removal of Concrete Curb Ramp	SY	172	\$ 40	\$ 6,867
202-00207	Removal of Brick Pavers	SY	384	\$ 45	\$ 17,300
202-00210	Removal of Concrete Pavement	SY	100	\$ 30	\$ 3,000
202-00220	Removal of Asphalt Mat	SY	8,389	\$ 16	\$ 134,222
202-00300	Removal of Building(s)	L S	1	\$ 100,000	\$ 100,000
304-06000	Aggregate Base Course (Class 6)	TON	3,746	\$ 65	\$ 206,036
403-34771	Hot Mix Asphalt (Grading SX) (75) (PG 76-28)	TON	683	\$ 180	\$ 95,621
403-33721	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	TON	2,049	\$ 180	\$ 286,864
412-00800	Concrete Pavement (8 Inch)	SY	1,041	\$ 145	\$ 150,961
412-01200	Concrete Pavement (12 Inch)	SY	213	\$ 200	\$ 42,667
601-21003	Precast Wall Segment	SF	308	\$ 250	\$ 77,000
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	80	\$ 300	\$ 24,000
604-16505	Inlet Type 16 (Double) (5 Foot)	EACH	6	\$ 20,000	\$ 120,000
604-30005	Manhole Slab Base (5 Foot)	EACH	4	\$ 15,000	\$ 60,000
608-00006	Concrete Sidewalk (6 Inch)	SY	1,298	\$ 80	\$ 103,822
608-00010	Concrete Curb Ramp	SY	127	\$ 220	\$ 27,867
608-00050	Brick Pavers	SF	2,620	\$ 40	\$ 104,800
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	4,250	\$ 45	\$ 191,250
609-24004	Gutter Type 2 (4 Foot)	LF	22	\$ 120	\$ 2,667
622-00100	Shade Shelter	EACH	2	\$ 35,000	\$ 70,000
622-00350	Trash Receptacle	EACH	5	\$ 3,500	\$ 17,500
626-01103	Public Information Services (Tier III)	L S	1	\$ 100,000	\$ 100,000
950-01400	Earthwork	DOL	1	\$ 100,000	\$ 100,000
	SUBTOTAL BID ITEMS				\$ 2,149,811
	General Contingency	20.0%	of Items		\$ 429,962
	Construction Management and Materials Testing	15.0%	of Items		\$ 322,472
	Cost Escalation (1.5 years at 4%)	6.0%	of Items		\$ 128,989
	Mobilization	15.0%	of Items		\$ 322,472
	Landscaping	6.0%	of Items		\$ 128,989
	Signing and Striping	5.0%	of Items		\$ 107,491
	Erosion Control	5.0%	of Items		\$ 107,491
	Traffic Control	6.0%	of Items		\$ 128,989
	Misc Mobility Hub Items	2.5%	of Items		\$ 53,745
	Utilities	10.0%	of Items		\$ 214,981
	Lighting	10.0%	of Items		\$ 214,981
	SUBTOTAL ADDITIONAL ITEMS				\$ 2,160,560
	CONSTRUCTION TOTAL				\$ 4,310,370
	Right of Way Acquisitions	LS	1	\$ 1,500,000	\$ 1,500,000
	Final Design Costs	LS	1	\$ 450,000	\$ 450,000
	SUBTOTAL OTHER COSTS				\$ 1,950,000
	PROJECT TOTAL				\$ 6,260,370

Exhibit C: CDOT Grant Agreement
Project Scope and Limits

MOBILITY HUB / TRANSIT CENTER PARKING

City Owned and Maintained Parking Lots

24 Mobility Hub Dedicated Parking Spots
(Adjacent to I-70)

POTENTIAL HISTORIC TRAIN
STATION RELOCATION

CDOT Maintained
Ramps and Bus Stop
Locations

COVERED PEDESTRIAN WALKWAY
WITH LIGHTING

CITY PARKING

Establish New Access Control Line

PRIVATELY OWNED
11,500 SF

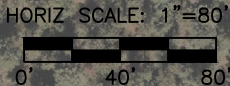


EXHIBIT B
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT C - FUNDING PROVISIONS**Idaho Springs - 267 0703-484 (24432)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$6,300,000.00, which is to be funded as follows:

1. a. State Funds (100% of SB267 Award)			\$6,300,000.00
TOTAL BUDGETED FUNDS			\$6,300,000.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY			
a. State Funds Budgeted			\$6,300,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		100%	\$6,300,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		0%	\$0.00
TOTAL PROJECT ESTIMATED FUNDING		100.00%	\$6,300,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES			
a. Total Encumbrance Amount (Only State funds are encumbered)			\$6,300,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$6,300,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Design 3020			
WBS Element 24432.10.30	Performance Period Start*/End Date		\$0.00
	N/A		
Const. 3301			
WBS Element 24432.20.10	Performance Period Start*/End Date		\$0.00
	N/A		

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 100% State funds to 0% Local Agency funds, and this ratio applies only to the \$6,300,000.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$6,300,000.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$6,300,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$6,300,000.00. For CDOT accounting purposes, the State funds of \$6,300,000.00 will be encumbered. The total budget of this project is \$6,300,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

Exhibit D

SAMPLE OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter OLA #
Original Contract CMS #		Original Contract #	

Vendor name:

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to extend the term of this Agreement.

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option C (*Insert the following language for use with Option C*):

In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C- 4, etc.*).

(*The following language must be included on options A, B and C*):

The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: Date:

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: Date:

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
267 0703-484	SR19000	24432	01
Project Location			Date
Idaho Springs, CO I-70 MM 240			6/16/2026
Project Description			
Idaho Springs Mobility Hub			
Local Agency		Local Agency Project Manager	
Idaho Springs		Andy Marsh	
CDOT Resident Engineer		CDOT Project Manager	
Jeff Hampton		Jeff Hampton	

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgment. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration contact information changes, notice will be given pursuant to the Intergovernmental Agreement (IGA) for this project. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Equal Employment Opportunity - EEO

Federal Highway Administration - FHWA

Field Inspection Review - FIR

Final Office Review - FOR

Hot Mix Asphalt - HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement - IGA

Local Agency - LA

Local Agency Web Resource - LAWR

Not Applicable - N/A

Number - No.

On-The-Job - OJT

Plans, Specifications, and Estimate - PS&E Professional
Engineer - PE

Right-of-Way - ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto

Responsible Party

LA	CDOT
☐	☒

Subrecipient Monitoring

LAWR	No.	Description of Task
		Preparation of Subrecipient Monitoring Compliance Documents
		• Subrecipient Determination Tool • Subrecipient Risk Assessment • Subrecipient Notification Letter • Subrecipient Project Update Report (Formerly "Performance Report to CDOT") • CDOT Monitoring Report of Subrecipients (If applicable)

Responsible Party

LA	CDOT
☐	☒
☒	☒
☐	☒
☒	☐
☐	☒

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.

Responsible Party

LA	CDOT
☐	☒

Project Development

LAWR	No.	Description of Task
	5.1	Determine Delivery Method
1	5.2	Prepare Design Data - CDOT Form 463
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement
		• Project Development • Construction Contract Administration (including Fabrication Inspection Services)
3,3A	5.5	Conduct Design Scoping Review Meeting
3,6	5.6	Conduct Public Involvement

Responsible Party

LA	CDOT
☒	☐
☒	☐
☐	☒
☒	☐
☒	☐
☒	☒
☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	☒	☐ #
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	☒	☐ #
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	☒	☐ #
3	5.10	Obtain Utility and Railroad Agreements	☒	☐ #
3	5.11	Conduct Final Office Review (FOR)	☒	☐ #
3A	5.12	Justify Force Account Work by the Local Agency	☒	☐ #
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	☒	☐ #
3	5.14	Document Design Exceptions - CDOT Form 464	☒	☐ #
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	☒	☐ #
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	☒	☐
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	☒	☐ #
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	☒	☐ #
	5.21	Ensure Authorization of Funds for Construction	☐	☒ X
	5.22	Use Electronic Signatures	☒	☐
	5.23	File Project Development Records/Documentation in ProjectWise (PW)	☐	☒ X

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)	☐ N/A	☐ N/A
	6.2	Determine Applicability of Davis-Bacon Act	☐	☒ X
		This project ☐ is ☒ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		

CDOT Resident Engineer

Date

Jeffery L Hampton

6/16/2026

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) “NA”, if Not Applicable	☐	☒
	6.4	Enforce Prompt Payment Requirements	☒	☒
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☒ LCPTTracker ☒	☒	☐
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	☒	☐
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	☒	☐ #

Advertise, Bid and Award of Construction Projects

			Responsible Party	
		Federal Project (use 7.1 series in Chapter 7) ☒		
		Non-Federal Project (Use 7.2 series in Chapter 7) ☐		
LAWR	No.	Description of Task	LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	☒	☐ #
7		Advertise for Bids	☒	☐ #
7		Concurrence to Advertise	☐	☒
7		Distribute “Advertisement Set” of Plans and Specifications	☒	☐
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	☒	☐
7		Open Bids	☒	☐
7		Process Bids for Compliance		
		Check CDOT Form 1415 - Commitment Confirmation when the Low bidder meets DBE goals. (“N/A” if Not Applicable)	☐	☒
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (“N/A” if Not Applicable)	☐	☒
		Submit required documentation for CDOT award concurrence	☒	☐
		Concurrence from CDOT to Award	☐	☒
		Approve Rejection of Low Bidder	☐	☒
7,8		Award Contract (Federal)	☒	☐ #
8		Provide “Award” and “Record” Sets of Plans and Specifications (Federal)	☒	☐ #

Construction Management

Construction Management			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed	☒	☐
8	8.1	Issue Notice to Proceed to the Contractor	☒	☐ #
8	8.2	Project Safety	☒	☐
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	☒	☐
		○ Fabrication Inspection Notifications	☒	☐ #
		• Pre-Survey	☒	☐
		○ Construction Staking	☒	☐
		○ Monumentation	☒	☐
		• Project First (Optional)	☐ N/A	☐ N/A
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	☒	☐
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	☒	☐
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision”	☒	☐
		Local Agency Professional Engineer or CDOT Resident Engineer		
		Andrew Marsh		
		Phone Number		
		3035674421x121		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	☒	☐
		Construction inspection and documentation (including Projects with structures)	☒	☐
		Fabrication Inspection and Documentation	☒	☐ #
9	8.6	Review and Approve Shop Drawings	☒	☐ #
9	8.7	Perform Traffic Control Inspections	☒	☐ #
9	8.8	Perform Construction Surveying	☒	☐
9	8.9	Monument Right-of-Way	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	☒	☐
		Local Agency Representative Andrew Marsh	Phone Number 3035674421x121	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	☒	☐
9B	8.12	Prepare and Authorize Change Orders	☒	☐
9B	8.13	Submit Change Order Package to CDOT	☒	☐
9A	8.14	Prepare Local Agency Reimbursement Requests	☒	☐
9	8.15	Monitor Project Financial Status	☒	☐
9	8.16	Prepare and Submit Monthly Progress Reports	☒	☐
9	8.17	Resolve Contractor Claims and Disputes	☒	☐
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.	☐	☒
		CDOT Resident Engineer Jeff Hampton	Phone Number jeffery.hampto	
9	8.19	Ongoing Oversight of DBE Participation	☒	☐

Materials

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	☒	☒
		Buy America documentation required prior to Installation of steel	☒	☐
		Buy America, Build America documentation required prior to installation of materials	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record - Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project - Update the form as work progresses - Complete and distribute form after work is completed	☐	☒
9C	9.3	Perform Project Acceptance Samples and Tests	☒	☐
9C	9.4	Perform Laboratory Acceptance Tests	☒	☐
9C	9.6	Accept Manufactured Products Inspection of structural components: - Fabrication of structural steel and pre-stressed concrete structural components - Bridge modular expansion devices (0" to 6" or greater) - Fabrication of bearing devices	☒	☐
9C	9.6	Approve Sources of Materials	☒	☐
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	☐	☒
9C	9.8	Approve mix designs - Concrete - Hot Mix Asphalt	☒	☐
9C	9.9	Check Final Materials Documentation	☒	☐
9C	9.10	Complete and Distribute Final Materials Documentation	☒	☐

Construction Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	☒	☐ #
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	☒	☐
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	☒	☐
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements.	☒	☐
		• Complete CDOT Form 838 - OJT Trainee / Apprentice Record.	☒	☐
		• Complete CDOT Form 200 - OJT Training Questionnaire.	☒	☐
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	☒	☐
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	☒	☐
	10.8	Contract Compliance and Project Site Reviews	☒	☐ #

Finals

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	☒	☐ #
10	11.2	Write Final Project Acceptance Letter	☒	☐
10	11.3	Advertise for Final Settlement	☒	☐
11	11.4	Prepare and Distribute Final As-Constructed Plans	☒	☐
11	11.5	Prepare EEO Certification and Collect EEO Forms	☒	☐
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	☒	☐
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	☒	☒
	11.8	Review CDOT Form 1419	☐	☒
	11.9	Submit CDOT Professional Services Closeout Report Form	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)	☒	☐
11	11.11	Process Final Payment	☒	☐
	11.12	Close out Local Project	☒	☒
	11.13	Complete and Submit CDOT Form 950 - Project Closure	☐	☒
11	11.14	Retain Project Records	☒	☒
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	☒	☒

Public Right-of-Way Accessibility Guidelines (PROWAG)

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	TBD	Construct Pedestrian Facilities to meet at a minimum PROWAG Standards (M&S Standards for CDOT On-System Projects)	☒	☐
	TBD	Final Inspection and Acceptance (Dependent on CDOT On-System vs Off-System)	☒	☒
	TBD	Collect Curb Ramp Data and Upload to Survey123 for On-System Projects	☒	☒
		• Variance Request (If Needed)	☒	☐
		• Data Collection Coordination	☒	☐
		• Data Collection	☒	☒

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Exhibit F

1. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

Exhibit F

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party..

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any subcontractors may be cause for legal

Exhibit F

action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, Contractors, Consultants, or Subcontractors in violation. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its Contractors, Consultants and any Subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

L. Accessibility

- i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103

M. Compliance with State and Federal Law, Regulations and Executive Orders

Exhibit F

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 24, Series 2026

A RESOLUTION APPROVING A GRANT OF EASEMENT AND ASSIGNMENT OF LEASE BETWEEN THE CITY OF IDAHO SPRINGS AND GLOBAL SIGNAL ACQUISITIONS IV, LLC CONCERNING WIRELESS TELECOMMUNICATION FACILITIES ON CERTAIN CITY-OWNED PROPERTY (2000 COLORADO BLVD.)

WHEREAS, the City of Idaho Springs, Colorado (“City”), acting by and through its City Council (“Council”), possesses the authority to lease its own real and personal property that is not being used for public purposes to third-parties to use for other purposes, including the location and operation of wireless telecommunication facilities; and

WHEREAS, pursuant to this authority, in 1996 the Council approved a PCS Site Agreement with Sprint Spectrum, L.P., a memorandum of which is recorded at Book 545 Page 671 in the records of the Clear Creek County Clerk and Recorder, and under which Sprint was permitted to locate and maintain certain wireless telecommunication facilities on City-owned property (the “Sprint Lease”); and

WHEREAS, in 2012, the Council approved a Ground Lease Agreement for the same subject property with STC Five LLC, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a memorandum of which is recorded at Instrument No. 264032 in the records of the Clear Creek County Clerk and Recorder, under which the City assigned its interest in the Sprint Lease to STC Five LLC (the “Ground Lease”); and

WHEREAS, in 2014, the City and STC Five LLC amended the Ground Lease to add two (2) additional lease areas for additional rent, under those terms and conditions specified in the First Amendment to the Ground Lease; and

WHEREAS, Global Signal Acquisitions IV LLC (“GSA IV”), the parent company of Global Signal Acquisitions II, LLC, STC Five LLC’s Attorney In Fact, has proposed new terms of the aforementioned lease, under which GSA IV assumes the City’s interest in the Ground Lease and remits a one-time lump sum payment to the City for the easement in lieu of remitting monthly rent for a defined period of months/years; and

WHEREAS, the Council wishes to approve such proposal and enter into a new Grant of Easement and Assignment of Lease with GSA IV, as further set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF IDAHO SPRINGS, COLORADO:

Section 1. The above and foregoing recitals are specifically incorporated herein as findings and determinations of the City Council.

Section 2. The Grant of Easement and Assignment of Lease, by and between the City of Idaho Springs and Global Signal Acquisitions IV, LLC, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same and to perform such other tasks as may be necessary to complete the transaction and effectuate its terms.

Section 3. Nothing in this Resolution or the document approved hereby shall be construed or operate as approval of any permits, licenses, certificates, land use approvals or any other type of approval or permission, from the City or from any other entity, necessary for Global Signal Acquisitions IV, LLC, or any of its subsidiaries, agents or lessees, to conduct any activity pursuant to the agreement approved hereby.

Section 4. This resolution is to be in full force and effect from and after its passage and approval.

RESOLVED, APPROVED and ADOPTED this 15th day of September, 2026.

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Jenni Kim, City Clerk

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities: 876984
Street Address: 2000 Colorado Blvd.
City: Idaho Springs
County: Clear Creek
State: Colorado

between

Global Signal Acquisitions IV LLC,
a Delaware limited liability company (“GSA IV”)

and

City of Idaho Springs,
a Colorado municipal corporation (“Grantor”)

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the “Easement”) is made effective the date of the last party to sign below, by and between **City of Idaho Springs**, a Colorado municipal corporation (“Grantor”) and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company (“GSA IV”).

1. Description of Grantor’s Property. Grantor is the owner of that certain land and premises in the Idaho Springs, Clear Creek County, Colorado, the description of said property is attached hereto as Exhibit “A” (hereinafter “Grantor’s Property”).

2. Description of Easement. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of an approximately 500 square feet portion of Grantor’s Property (the “Easement Area”), as such Easement Area is more particularly shown on Exhibit “B” and described by metes and bounds in Exhibit “C” attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, (i) a perpetual right-of-way for ingress, egress, parking, and staging seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility-related improvements, including, wires, fiber, poles, cables, conduits, vaults, pedestals and pipes (the “Access Easement”) as is more particularly shown on Exhibit “B” and described by metes and bounds in Exhibit “C”, and (ii) easements for equipment and ancillary items used by GSA IV in connection with the Permitted Use (as defined below) in those areas identified as “Equipment Lease #1” and “Equipment Lease #2” (the “Equipment Easements”) as is more particularly shown on Exhibit “B” and described by metes and bounds in Exhibit “C”. The term “Easement Area” shall be deemed to also include the Access Easement and Equipment Easements unless stated to the contrary. The Access Easement shall also include any portion of Grantor’s Property on which communications-related utility improvements exist as of the date of this Easement. In the event a public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in a form satisfactory to GSA IV, to GSA IV or at GSA IV’s request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the “Additional Utility Easement”). For any such Additional Utility Easement to be effective, such easement shall be recorded among the public records of the City and County of Clear Creek, State of Colorado. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor’s Property that is reasonably necessary, in GSA IV’s discretion (the “Maintenance Easement”), for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below) including storing and staging of equipment and materials on a temporary basis during periods of construction. The Maintenance Easement shall be utilized in a manner to minimize disruption to the Grantor, and GSA IV shall restore the Maintenance Easement to its original condition following its use by GSA IV. The easements described herein may be used by GSA IV, GSA IV’s tenants, licensees, grantees, invitees and their respective subtenants, employees, agents, and contractors.

3. Easement Area. The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment and (ii) uses incidental thereto, including, testing of any kind, and equipment to accommodate new technologies or future innovations for GSA IV's use and the use of its lessees, licensees, grantees, invitees, sub-easement holders and their respective subtenants, employees, agents, and contractors (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area which are consistent with the Permitted Use. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Hazardous Materials.

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, any sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, any sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

6. For purposes of this Easement, the term “Hazardous Materials” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction over the operation of GSA IV’s business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. GSA IV shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor’s written request, but not more than once per calendar year.

8. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including vegetation, which may encroach upon, interfere with or present a hazard to GSA IV’s use of the Easement Area.

9. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain (A) Ground Lease Agreement dated April 28, 2012, by and between STC Five LLC, a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, as lessee, and Grantor, as lessor, a memorandum of which was recorded April 23, 2012 as Instrument No. 264032 in the official records of Clear Creek County, as amended by that certain First Amendment to Ground Lease Agreement dated August 15, 2014, as amended by that certain Second Amendment to Ground Lease Agreement dated January 14, 2015 (as amended or assigned, the “Lease Agreement”). Grantor hereby assigns to GSA IV all of Grantor’s right, title and interest in the Lease Agreement, including the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV, but at all times subject to and limited by the terms and conditions of this Easement. GSA IV hereby indemnifies and agrees to hold Grantor harmless from any claims, actions and damages (including court costs and reasonable attorneys’ fees) arising after the date of this assignment and

resulting from GSA IV's breach or default of its obligations under the Lease Agreement, as successor to Grantor pursuant to this assignment. Grantor shall indemnify and hold GSA IV harmless from any claims, actions and damages (including court costs and reasonable attorneys' fees) resulting from Grantor's breach or default of its obligations under the Lease Agreement arising from actions, inactions, or occurrences on or before the date of this assignment. If necessary for recording or if requested by GSA IV in its sole discretion, this section shall be removed from this Easement and the parties will execute a separate Assignment of Lease Agreement to be prepared on GSA IV's standard form.

10. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Notwithstanding any language in this section to the contrary, GSA IV shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due.

11. Waiver of Subrogation. The parties hereby waive any rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

12. Enforcement.

(a) In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. The Defaulting Party shall have such extended periods as may be required if the nature of the cure is such that it reasonably requires more than the stated time period to cure, and Defaulting Party commences the cure within the timeframe provided and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(c) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages including all reasonable costs and expenses incurred by Grantor as a result of such violations. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

13. Limitation on Damages. In no event shall either party be liable to other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement.

14. Hold Harmless. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents.

15. Grantor's Covenant of Title. Grantor covenants (a) Grantor has the right and authority to grant this Easement; (b) that subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be required.

16. Non-Interference. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be

binding upon Grantor and each successive owner. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Grantor from installing facilities for telephone, video and data transmission or other electronic services and facilities which are customary or incidental for residential, commercial and industrial buildings, provided that (a) such equipment does not interfere with the equipment and facilities located within the Easement area, and (b) all such facilities and operations comply with all non-interference rules of any federal, state and local laws, including the Federal Communications Commission.

17. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

18. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide Grantor's Property in any manner that will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for the Permitted Use.

19. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

City of Idaho Springs
PO Box 907
Idaho Springs, CO 80452

If to GSA IV:

Global Signal Acquisitions IV LLC
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

20. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any sale or assignment of this Easement by GSA IV shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of such sale or assignment.

21. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason upon providing written notice of such termination to Grantor. Upon

termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

22. Mortgages. Upon Grantor's prior written request, GSA IV agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that GSA IV's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing GSA IV with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to GSA IV which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to GSA IV hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.

23. Miscellaneous.

(a) **Recording.** Grantor acknowledges that GSA IV intends to record this Easement.

(b) **Interpretation.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party. Unless otherwise specified, the following rules of construction and interpretation apply: (i) the captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof; (ii) use of the term "including" shall be interpreted to mean "including but not limited to"; (iii) use of the terms "will" and "shall" are interchangeable and (iv) use of the term "all" shall be interpreted to mean "any and all".

(c) **Indulgences, Not Waivers.** Neither the failure nor any delay on the part of a party to exercise any right or remedy under this Easement shall operate as a waiver thereof. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(d) **Counterparts.** This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

(e) **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be in the state where the Easement Area is located.

(f) **Attorneys Fees.** In the event either party institutes any action or proceeding against the other relating to the provisions of this Easement, or any default hereunder, the non-

prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable attorney's fees and costs incurred therein by the prevailing party.

(g) **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV.

(h) **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns.

(i) **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year last written below.

GRANTOR:

City of Idaho Springs,
a Colorado municipal corporation

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The record was acknowledged before me on _____, 2026, by _____, as _____ of **City of Idaho Springs**, a Colorado municipal corporation, on behalf of the corporation.

(Notary's official signature)

(Title of office)

(Commission Expiration)

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The record was acknowledged before me on _____, 2026, by
_____, as _____ of **Global Signal Acquisitions IV LLC**, a
Delaware limited liability company, on behalf of the limited liability company.

(Notary's official signature)

(Title of office)

(Commission Expiration)

Recording requested by and after recording return to:
Crown Castle
8020 Katy Freeway
Houston, TX 77024

EXHIBIT A

GRANTOR'S PROPERTY

All the following described parcel of land, situate, lying and being in the County of Clear Creek and State of Colorado, to-wit:

Beginning at the point of intersection of the South line of Colorado Boulevard (formerly U.S. Highway No. 40) and line 3-4 of said Doherty Placer, said point being North 07°22' East 146.3 feet from a point on the North line of Miner Street which bears South 84°26' East 55.05 feet along the North line of said Miner Street from a crosscut in the Northeast Abutment of the Soda Creek Bridge; from said point of beginning thence North 89°12' East along the South line of said Colorado Boulevard a distance of 197.5 feet; thence South 05°45' West 37.7 feet; thence North 84°15' West 30.0 feet; thence South 05°45' West 20.0 feet; thence North 84°15' West 66.5 feet; thence South 89°12' West 101.67 feet to a line extending from the point of beginning to a point on the North line of Miner Street 18 feet Southeasterly from the intersection of the North line of Miner Street and said Line 3-4; thence North 07°22' East along the last described line 46.8 feet to the point of beginning.

Parcel ID: 1835-363-37-908 (R162110)

This being the same property conveyed to City of Idaho Springs, a municipal corporation from Jack Pine Mining Company in a Warranty Deed dated September 23, 1963 and recorded on October 17, 1963 at book 281 and page 13 in the Clear Creek County, Colorado records.

EXHIBIT B

SITE PLAN

TO BE INSERTED

EXHIBIT C
EASEMENT AREA AND ACCESS EASEMENT

TO BE INSERTED

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 25, Series 2026

A RESOLUTION APPROVING THE LOTS 1-12, BLOCK 75 MINOR SUBDIVISION PLAT

WHEREAS, the City of Idaho Springs has received an application and all associated required materials to process a minor subdivision plat of Lots 1 through 12, inclusive, of Block 75 of the City of Idaho Springs, including that portion of Block 75 formerly constituting Idaho Street and previously-vacated portions of Sixth Avenue adjacent thereto, containing 34,201 square feet or 0.79 acres (the “Property”), all as more particularly described and illustrated in the application materials (the “Application”); and

WHEREAS, the Application proposes to create four (4) new lots out of the existing lots; and

WHEREAS, because the proposed subdivision does not create *more* than five (5) lots nor does it involve or require the construction of new public improvements, the subdivision constitutes a minor subdivision subject to the approval process set forth in Article XI of Chapter 24 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, after due and proper notice of all meetings and hearings required to be conducted on the proposed subdivision, the City Council has reviewed the proposed minor subdivision plat and application for conformity with the requirements of Article XI of Chapter 24 of the Code; and

WHEREAS, after such review, the City Council finds and determines that the proposed minor subdivision meets the requirements of the Code and should therefore be approved.

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

Section 1. The above and foregoing recitals are hereby incorporated herein as specific findings of the City Council.

Section 2. The Lots 1-12, Block 75 Minor Subdivision Plat, attached hereto and incorporated herein by this reference, is hereby approved.

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

ADOPTED AND APPROVED, after public hearing, this 15th day of September, 2026.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

By:_____
Jenni Kim, City Clerk

IDAHO SPRINGS CITY COUNCIL STAFF REPORT

Meeting Date: Monday, September 15, 2026	Page 1 of 4	Item: Lots 1-12, Block 75 Minor Subdivision Plat
Presented by: Dylan Graves Community Development Planner		

PROPOSAL:

This is a request for a Minor Subdivision to create four (4) lots at 521 Colorado Boulevard in accordance with Article XI of the Idaho Springs Municipal Code (ISMC). Existing uses on site include two mobile homes on the western half of the property, zoned R-2, and a dental office zoned C-2. Previously, the back half of the property along Center Alley contained a storage building, which was removed a few years ago. The proposed plat showing the four proposed lots to be created is included as Attachment 1.

ATTACHMENTS:

1. Proposed Plat

VICINITY MAP:



BACKGROUND:

The subject property is bounded by Fifth Avenue to the West; Colorado Boulevard to the North; a vacant lot, zoned C-2 to the East; and Center Alley to the South.

The western portion of the property is occupied by two existing mobile homes. These would remain but would be replatted as lots 3A and 4A. These are proposed to meet the minimum lot size for the R-2 zone district. The parcel with the dentist's office and annex would be split from the rear half of the property along an existing fence line, which follows a steep drop off from Colorado Boulevard to Center Alley. The proposed Lot 2A is approximately 10'

lower in grade than Lot 1A. The lot line proposed between Lots 1A and 2A follow the line of the hill and an existing fence, which act as a natural delineator between the two properties.

If approved, this minor subdivision application will split the mobile homes from the commercial parcels, allowing all four lots to be conveyed separately in the future.

CRITERIA FOR APPROVAL

For the Commission to recommend approval of a Minor Subdivision application, the Commission shall determine that the application meets the following criteria in conformance with Sec. 21-105(F) of the ISMC:

- (1) Is in substantial conformance with the approved preliminary plat, including any conditions imposed on the approval of the preliminary plat.
- (2) Is in conformance with all applicable requirements of these subdivision regulations.
- (3) Is in conformance with all applicable requirements of the zone districts in which the property described in the final plat is located.
- (4) Is in general conformance with the applicable goals and policies of the Comprehensive Plan.
- (5) Is in compliance with the City's regulations for areas or activities of state interest.

Each criterion will be discussed below.

1. The application is in substantial conformance with the approved preliminary plat, including any conditions imposed on the approval of the preliminary plat.

This criterion is not relevant to a minor subdivision application, as no preliminary plat is required for minor subdivisions.

2. The application is in conformance with all applicable requirements of these subdivision regulations.

Staff believe that this criterion is suitably met. The plat meets the requirements listed in Sec. 24-124 of Chapter 24 of the ISMC for plat contents. It also meets all requirements found in Article XI of Chapter 24 for minor subdivisions.

All lots have adequate access to the existing city street system. The rear lot (proposed as Lot 2A) would be required to take access from Center Alley. All lots have adequate water and wastewater facilities to continue operating. Any new structures or uses will be required to connect to City water and sewer in accordance with Sec. 12-5 of the ISMC. Water and sewer services are available in the area.

3. The application is in conformance with all applicable requirements of the zone districts in which the property described in the final plat is located.

The lots created because of this plat appear to meet all applicable requirements of the underlying zoning. The C-2 district does not have a minimum lot size, and R-2 has a minimum lot size of 5,000 square feet per unit. All proposed R-2 lots meet minimum lot size requirements.

The setbacks for the C-2 zone district are as follows:

Front and Rear: 10'

Side: 5'

Existing improvements conform to these setbacks.

The R-2 zone district requires 15' front and rear setbacks and 5' side setbacks. The existing mobile homes on those lots appear to meet the minimum setbacks for the R-2 zone district. If there are any nonconformities with setbacks, they would be considered nonconforming in accordance with Section 21-12 of the ISMC.

The uses on-site are not proposed to change because of this subdivision. Any new use proposed in the future would need to conform to the City's zoning regulations and would be reviewed at that time.

Lot 2A is zoned commercial and access would be via Center Alley. This road is only ~15' wide, so any future uses would need to be analyzed to make sure they do not add substantial capacity to the road, since the access cannot accommodate a substantial increase in traffic demand. Access will need to be considered with future development, but discussions with Public Works Director Ed Sigward indicated that Public Works is not concerned about a new lot being created in this location in general.

4. The application is in general conformance with the applicable goals and policies of the Comprehensive Plan.

The Comprehensive Plan identifies the property in question as "Transitional Mixed Use." Transitional Mixed Use would allow for a variety of uses, including residential or commercial uses. Single-family residential, duplex residential, townhomes, retail uses, civic uses, office uses, and similar uses would be appropriate per the existing Plan. The uses currently on-site conform with this designation. Subdividing the lots into four would allow for flexibility to redevelop in the future, if current or future owners desired. Staff believe that this criterion is suitably met.

5. Is in compliance with the City's regulations for areas or activities of state interest.

The application is in compliance with Chapter 25 of the ISMC for areas or activities of state interest. The purpose of Chapter 25 regulations, per Sec. 25-2, is to:

- (1) Regulate projects which would otherwise cause excessive noise, water and/or air pollution, or which would otherwise degrade or threaten the existing environmental quality within the City;
- (2) Promote efficient and economical use of public resources; and
- (3) Protect the public health, safety, welfare and the environment.

The minor subdivision application is not intended to cause excessive noise, water, or air pollution or degrade or threaten environmental quality within the city. It also does not require the use of public resources. The public health, safety, and welfare will be protected. Staff believe this criterion is suitably met.

In addition to the five criteria for approval identified in Article IX of the ISMC, Sec. 24-155 of the ISMC states that **"No minor subdivision shall cause or continue any nonconforming lot as defined for zoning purposes unless a variance therefor is first approved pursuant to the zoning regulations."**

None of the proposed lots would be made nonconforming because of the minor subdivision application. Any future land use applications will be required to go through the relevant processes to review for compliance with City standards to ensure continued conformance with zoning regulations.

REFERRALS

This application was referred to Xcel Energy, Comcast, CenturyLink, the Clear Creek School District, the Idaho Springs Police Department, the Clear Creek Fire Authority, the City's engineer, and the City's Public Works Department for review and comment. Each department that reviewed the referral materials determined that it could be approved without issue from their agency.

PLANNING COMMISSION RECOMMENDATION:

The ISMC requires every application to go before the Planning Commission for review and recommendation of either approval or denial to Council. The Planning Commission reviewed this application on September 2, 2026. The Planning Commission unanimously voted to recommend approval.

LOTS 1-12, BLOCK 75 MINOR SUBDIVISION

Lots 1-12, Block 75, and the West Half of vacated Sixth Avenue
located in the Southwest Quarter of Section 35, Township 3 South, Range 73 West of the 6th Principal Meridian
City of Idaho Springs, County of Clear Creek, State of Colorado

DEDICATION:

The undersigned, being the owner of the following described property: Lots 1 to 12, inclusive, Block 75, in the City of Idaho Springs, including therein all that portion of Block 75 formerly constituting Idaho Street, as established by Ordinances and Resolutions of record in Book 79 at Pages 526, 528 and 531 of the records in the office of the County Clerk and Recorder of County of Clear Creek and together with the vacated portions of Sixth Avenue, adjacent thereto, pursuant to vacation Ordinance No. 4, Series 1998, recorded May 29, 1998 in Book 5365 at Page 391, County of Clear Creek, State of Colorado. Containing 34,201 square feet or 0.79 acres, more or less, has laid out, subdivided and platted the same into lots, as herein shown under the name and style of LOTS 1-12, BLOCK 75 MINOR SUBDIVISION, and does hereby grant and convey to the City of Idaho Springs all all utility easements over and across said lots at locations shown on the accompanying plat for construction, operation and maintenance of utilities.

Signed this ____ day of _____, 20____.

CONSTRUCTION COVENANT:

The undersigned owners, for themselves, their heirs, successors and assigns, covenant and agree with the City that no structure constructed on any portion of the platted land shown herein shall be occupied or used unless and until all public improvements, as defined by the Subdivision Regulations, are in place and accepted by the City or cash funds or other security for the improvements are escrowed with the City, and a Certificate of Occupancy has been issued by the City. Issuance of the Certificate of Occupancy shall be prima facie evidence that the foregoing conditions have been complied with.

Signed this ____ day of _____, 2026.

OWNER:

Keys Properties, LLC, a Colorado limited liability company

By: _____
Scott Thomas Keys, Manager

State of Colorado }
City of Central } SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by Scott Thomas Keys, Manager of Keys Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal

My commission expires _____

Notary Public _____

MORTGAGE CONSENT:

The undersigned, _____ on behalf of _____, as a beneficiary of a deed of trust which constitutes a lien upon the described property, recorded at Reception No. _____, Clear Creek County Clerk and Recorder, hereby consents to the dedication of land, as designated on this Plat, and hereby forever releases said lands from the lien created by said instrument.

By: _____
Name and Title

By: _____
Signature

Address: _____

State of Colorado }
City of Idaho Springs } SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by Megan MacHatton, Vice President.

Witness my hand and official seal

My commission expires _____

TITLE CERTIFICATE:

I, _____, as authorized agent for Land Title Guarantee Company, and having the power and authority to legally bind Land Title Guarantee Company with respect to the certification made herein, hereby certify that I have examined title to the above-described land dedication to the City of Idaho Springs, and that the parties executing the dedication have merchantable title to the above-described real property and are well seized of the property designated by this plat and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to dedicate the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record and acceptable to the City.

Signed this ____ day of _____, 2026.



VICINITY MAP

SCALE 1"=100'

APPROVALS:

PLANNING COMMISSION APPROVAL CERTIFICATE:

Approved by the City of Idaho Springs Planning Commission this ____ day of _____, A.D., 2026.

Chairman _____

CITY COUNCIL APPROVAL CERTIFICATE:

The foregoing plat is approved for filing, and conveyance of the streets and avenues, alleys, parks and all other places designated for public use shown thereon is accepted by the City of Idaho Springs, Colorado, this ____ day of _____, A.D., 2026, subject to the condition that the City shall undertake maintenance of any such street or avenue, alley, park or other places designated for public use only after construction of said street and avenues, alleys, parks and other places designated for public use has been satisfactorily completed by the subdivider and accepted by the City of Idaho Springs.

Approved by the City of Idaho Springs City Council this ____ day of _____, A.D., 2026.

Mayor _____

Attest: _____
City Clerk

NOTES:

1. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute 18-4-508, C.R.S.
3. All dimensions shown hereon are expressed in feet and decimals thereof. All bearings shown here on are degrees-minutes-seconds.
4. This survey does not constitute a title search by Clear Creek Surveying to determine title or easements of record. Research for this survey was performed in accordance with C.R.S. 38-51-106 and the rules of procedure and board policy statements of the state board of licensure for architects, professional engineers and professional land surveyors. No title commitment was provided for this survey.
5. Basis of Bearings: Bearings are based on the Colorado State Plane Coordinate System, Central Zone, NAD 83. The North line of Block 75 having a grid bearing of N80°19'07"W between monuments shown hereon.
6. Fence lines, as shown hereon, lie both inside and outside the record title lines.
7. Utilities are shown per visible and apparent surface evidence. If more accurate locations of underground utilities are required, the utility will have to be verified by either field potholing or contact the appropriate utility company. Clear Creek Surveying and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities.

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that the survey of Lots 1-12, Block 75 Minor Subdivision was made in accordance with applicable standards of practice, was prepared under my responsible charge and to the best of my professional knowledge, information and belief is an accurate representation said subdivision. This is not a guaranty or warranty, either expressed or implied.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Clear Creek Surveying



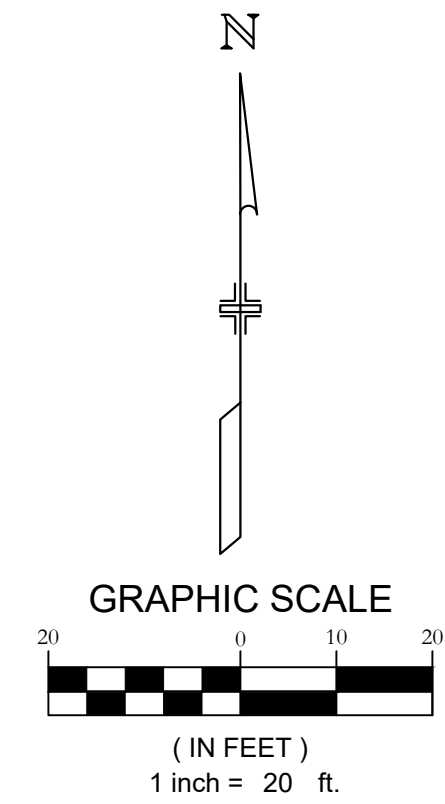
LOTS 1-12, BLOCK 75 MINOR SUBDIVISION
City of Idaho Springs, County of Clear Creek, State of Colorado

Client: Keys Properties LLC

S35, T3S, R73W of the 6th P.M.	Sheet No. 2	No. of Sheets 2
Project No. 25-68		

LOTS 1-12, BLOCK 75 MINOR SUBDIVISION

Lots 1-12, Block 75, and the West Half of vacated Sixth Avenue
located in the Southwest Quarter of Section 35, Township 3 South, Range 73 West of the 6th Principal Meridian
City of Idaho Springs, County of Clear Creek, State of Colorado

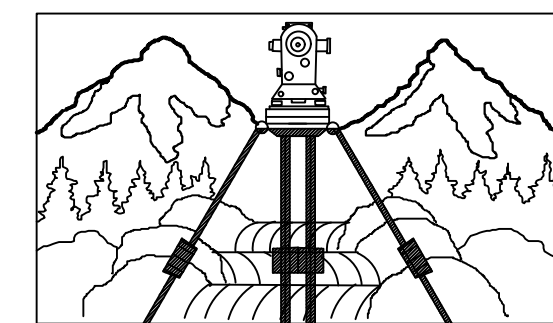
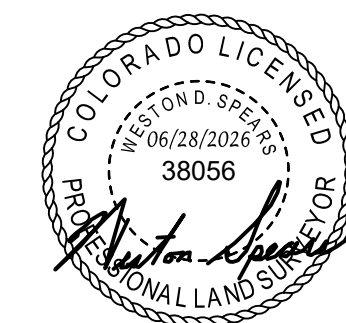


LEGEND

- Overhead Utility Line
- Utility Pole
- Electric Meter
- Electric Vault
- ⊗ Storm Manhole
- ⊙ Sanitary Sewer Manhole
- ⊠ Gas Meter
- ⊠ Water Valve
- x — x — Fence

MONUMENT LEGEND

- Set No. 4 rebar 18" in length with 1" green plastic cap stamped: CCS PLS 38056
- ⊙ Set No. 4 rebar 18" in length with 2" aluminum cap stamped: CCS PLS 38056
- Found No. 5 rebar with 1 1/2" aluminum cap stamped: P HEON INC LS 5343



Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452
(303) 567-4755

LOTS 1-12, BLOCK 75 MINOR SUBDIVISION
City of Idaho Springs, County of Clear Creek, State of Colorado

Client: Keys Properties LLC

S35, T3S, R73W of the 6th P.M. Project No. 25-68	Sheet No. 2	No. of Sheets 2
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CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 26 , Series 2026

A RESOLUTION SETTING A PUBLIC HEARING ON THE DESIGNATION OF PROPERTY KNOWN AS 121 15TH AVENUE (ROBERTS BROTHERS GARAGE) AS A LOCAL HISTORIC PRESERVATION SITE

WHEREAS, Four Bairs, Inc., as the owner of certain property within the City of Idaho Springs, Colorado (the “City”) with an address of 121 15th Avenue and commonly known as the Roberts Brothers Garage (the “Property”), together with Clear Creek Center for Arts and Education, filed a petition with the City to designate the Property as a historic preservation site; and

WHEREAS, pursuant to Chapter 22 of the Idaho Springs Municipal Code (“Code”), the application was referred to the Idaho Springs Historic Preservation Review Commission (the “Commission”), which, on September 9, 2026, considered the application and made recommendation to the Idaho Springs City Council (“City Council”); and

WHEREAS, upon receiving the Commission’s recommendation, the City Council may proceed with the historic designation process by setting a date for a public hearing thereon and making certain required findings and directives, all of which the City Council wishes to do, as further set forth herein.

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

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

Section 2. In regards to the petition filed by Four Bairs, Inc. and Clear Creek Center for Arts and Education to designate the property known as 121 15th Avenue, Idaho Springs, Colorado, 80452, commonly known as the Roberts Brothers Garage, as a designated local historic preservation site, the City Council finds and declares that:

- (1) A preliminary investigation by the City Council indicates that the Property is eligible for designation for preservation;
- (2) The City Council has received the landowner's written opinion of the designation;
- (3) A public hearing on the question of historic designation shall be conducted on **October 12, 2026, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, at **Idaho Springs City Hall, 1711 Miner Street, Idaho Springs, CO, 80452**; virtual

attendance instructions may be found at <https://idahospringsco.portal.civicclerk.com/> ;
and

(4) City Staff is directed to provide notice of the hearing as required by Idaho Springs Municipal Code Sec. 22-23(A).

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jenni Kim, City Clerk



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Resolution Number XXX, Series 2026 concerning the Roberts Brothers' Garage Local Historic Designation
ATTACHMENTS: Applicant's petition letter for Local Historic Designation, Vicinity Map, Photographs
MEETING DATE: September 15, 2026

BACKGROUND

The Clear Creek Center for Arts and Education (CCCAE) is working with the owners of 121 15th Avenue (Four Bairs Inc) to pursue historic designation for the property at 121 15th Avenue (otherwise known as the Roberts Brothers Garage) and has petitioned the City to consider designation (petition letter attached). While the site has a long history in the community, it has not been designated as a local, state, or national historic site. The garage is intended to be rehabilitated into a community arts and education venue, and designation will open additional funding sources, including historic tax credits and grant opportunities.

Section 22-21 of the Idaho Springs Municipal Code requires that for a property to be designated for preservation, the landowners must first subscribe to a petition requesting formation of a district or for a site designation, which was accepted on August 24, 2026. The second step is for the Historic Preservation Review Commission (HPRC) to review the document and provide a recommendation. The HPRC reviewed this petition for local historic designation on September 9th, 2026. The HPRC unanimously recommends that the Roberts Brothers' Garage located at 121 15th Avenue be designated as a local historic site.

The next step in the process is for City Council to adopt a resolution that does the following:

- 1) Stating that a preliminary investigation by the City Council indicates that the described site or district is eligible for designation for preservation;
- 2) Stating either that the City Council has received the landowner's written opinion of the designation, or why the City Council believes that it should proceed without such information;
- 3) Scheduling a public hearing by the City Council on the question of designation, hereinafter called a designation hearing, at a specific time, date and place; and
- 4) Directing that the notice of the hearing be given as described in Section 22-23(A).

Regarding #1 above, initial research has concluded that the building was built between 1890 and 1895, which is within the City's period of significance. The *2018 HDR Compliance Survey* identifies the construction as pre-1910 and identifies it as a Nineteenth Century Commercial building with high historical integrity. The Architectural Inventory Form states that the property is likely to be eligible for the National Register and for inclusion in a National Register district.

The ISMC Sec. 22-22(A) states that a property may be designated if it:

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;
4. Represents the work of a master;
5. Possesses high artistic values;
6. Represents a significant and distinguishable entity whose components may lack individual distinction; or
7. Has yielded, or may be likely to yield, information important in prehistory or history.

The Roberts Brothers Garage appears to meet criteria 1, 2, and 3. The building was constructed during the City's period of significance. It was built in the late 19th Century Commercial style, which is similar to much of the Downtown Commercial District. The Roberts Brothers originally owned a mercantile store in Georgetown and eventually opened a grocery store in Idaho Springs. The garage was built as a hay, feed, coal, and wood store, and was probably used as a warehouse for the brothers' grocery store.

which operated out of the nearby Turner building. Since the Great Depression, the use of the building has changed several times. It is currently used as storage for the property owner. The future use of the building is as an arts and education center and venue.

Regarding #2, the property owner has provided evidence that they wish to have the property designated and have authorized the applicant to apply on their behalf.

Regarding #3, the next available public meeting date where a public hearing could be scheduled while meeting public notice requirements is October 26, 2026. Staff recommend that the public hearing be scheduled for this date. The first reading of the ordinance would be September 28, 2026.

Regarding #4, staff will accomplish the required public notice, which includes sending written notice of the hearing to the property owners of record via certified mail at least seven days prior to the meeting; placing a sign on the property at least seven days prior to the meeting; publishing written notice in the Clear Creek Courant at least seven days prior to the meeting; and providing written notice of the proposed designation and the public hearing information to the Building Official at least seven days prior to the meeting.

STAFF RECOMMENDATION

Staff recommend that City Council adopt Resolution Number XXX, Series 2026, and recommend that City Council set the public hearing date for the meeting as October 26, 2026.

ATTACHMENTS

- 1. Applicant Petition for Local Historic Designation Consideration Letter**
- 2. Architectural Inventory Form**



Idaho Springs City Councilmembers
1711 Miner Street
Idaho Springs, CO 80452

August 18, 2026

Re: Local Historic Designation for 121 15th Avenue 'Roberts Brothers Garage'

Dear Councilmembers,

Clear Creek Center for Arts & Education, in partnership with the current owner Four Bairs Inc, wishes to petition the Idaho Springs City Council to consider local historic designation for the Roberts Brothers Garage at 121 15th Avenue in Idaho Springs just outside of Downtown Historic District. The property appears to be eligible for designation in criteria 1-3: (1) it is associated with events that have made a significant contribution to the broad patterns of the City's history; (2) it is associated with the lives of persons significant in the City's past; and (3) it embodies the distinctive characteristics of a type, period or method of construction.

According to h1997 History Submission for Building Assessments for CHS, Roberts Brothers Warehouse report, the warehouse was built circa 1890 to 95 by three brothers from nearby Georgetown Co the three brothers Louis John and Harry supplied basic needs to the people of Idaho springs staples such as hay feed for animals coal wood and flower were made readily available these brothers had a retail store not far from the warehouse on the corner nearby. At the turn of the century the wooden support structures on the westernmost end of the building were replaced with a brick cube similar in style and function to that of its rectangular neighbor although the two buildings were conjoined Sanborn fire insurance maps from 1907 represent this edition as having its own function both were originally designed for easy access to the adjacent railroad line along Idaho St. After the depression the building was used as a garage for automobile repairs, much of the building's overall character remains intact.

The property is indicated to be included in the (Colorado) State Register of Historic Properties, No (5CC201) but further investigation indicates that it falls just outside of the boundary and therefore the State Historic Fund has confirmed it is currently not included in the National Register of Historic Places (NRHP) or State Register of Historic Properties. The design, material, and workmanship are intact.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carla".

Carla Pokrywka Cole
Executive Director
Clear Creek Center for Arts & Education

A handwritten signature in black ink, appearing to read "Chip Bair".

Chip Bair
Property Owner
Four Bairs Inc.

Locational Data Modified

Please note the locational information represented in the attached cultural resource record has been changed by the Office of Archaeology and Historic Preservation (OAHP).

Modification may have been applied to the following areas:

- Principle Meridian, Township, Range, Section
- UTM Coordinates
- County Identifying Information
- Topographic Maps

Please consult the OAHP database to obtain the most up-to-date information on file.

The site number is 5CC.258 not 5CC.2485

258
Resource Number: 5CC.2485
Temporary Resource Number: 1835-363-09-206

Please Refer to
Digital Master

74596

G/E S

OAHP1403
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

Official eligibility determination
(OAHP use only)

Date 7/25/18 Initials JMU
☒ Determined Eligible- NR
☐ Determined Not Eligible- NR
☐ Determined Eligible- SR
☐ Determined Not Eligible- SR
☐ Need Data
☒ Contributes to eligible NR District 566-001
☐ Noncontributing to eligible NR District

I. IDENTIFICATION

1. Resource number: 5CC.2485
2. Temporary resource number: 1835-363-09-206
3. County: Clear Creek
4. City: Idaho Springs
5. Historic building name: Roberts Brothers Mercantile Co. Warehouse
6. Current building name: Old Town Antiques
7. Building address: 121 15TH AVE
8. Owner name and address: Four Bairs Inc, A Colo Corp, PO Box 807, Idaho Springs, CO 80452-0807

II. GEOGRAPHIC INFORMATION

9. P.M. 6th Township 3 S Range 73W
1/4 of 1/4 of 1/4 of 1/4 of section Unsectioned
10. UTM reference
Zone: 13N; 455690 mE 4399178 mN
11. USGS quad name: Idaho Springs
Year: 1994 Map scale: 7.5' ✓ 15': Attach photo copy of appropriate map section.
12. Lot(s): 1-3 & N1/2 OF E1/2 L4 Block: 29 N1/2
Addition: IDAHO SPRINGS Year of Addition:
13. Boundary Description and Justification:
The property boundaries follow the legal parcel boundaries.

III. ARCHITECTURAL DESCRIPTION

14. Building plan (footprint, shape): Rectangular Plan
15. Dimensions in feet: Length 79 ft. x Width 33 ft.
16. Number of stories: 1
17. Primary external wall material(s): Brick
18. Roof configuration: Flat Roof

19. Primary external roof material: Other Roof Material
20. Special features: Window - Segmental Arch, Roof Treatment - Decorative Cornice
21. General architectural description:

According to Clear Creek County tax assessor data, the commercial building was constructed in 1910. Painted signage on the building indicates it once housed the "ROBERTS BROS. Mercile. Co." that sold "GROCERIES, HAY AND GRAIN." The 1-story building currently houses an antique store and may at one time have served as a fire station. The roughly rectangular building sits on a stone foundation and has a flat roof with a corbeled brick parapet. The building is primarily composed of two masses with slightly varying roof heights and window framing. The easternmost mass is the older portion of the building and is shorter than the westernmost mass. The building's cornice is elaborated by stepped, brick dentils. The building has a small, concrete block addition located on its south (side) elevation that is 1-story and dates to c. 1960. The foundation on the south elevation has also been reinforced with additional concrete stucco and a concrete block wall. The building is constructed of brick, laid in an American Common Bond derivative that varies between six and seven stretcher rows between each header row.

Windows primarily consist of 2/2 wood-sash windows, with one multi-pane fixed wood window transom on the north (side) elevation, boarded-up windows in the basement level, and a window covered with a wood board located on the addition. Windows have two and three-course row-lock arches and wood sills. There is brick infill located on the façade (east elevation) that appears to have filled in an arched transom light. There is a wood-paneled canopy door on the north elevation; a single-leaf wood door with inset glass lights and a roll-top wood and glass paneled door are located on the façade (east elevation); and two doors (one boarded up and the other is single-leaf, wood-paneled) are within the addition on the south elevation. One corbelled brick chimney and one metal stove pipe extend from the roof.

22. Architectural style/building type:
Commercial - Early Twentieth Century Commercial

23. Landscaping or special setting features:

The rectangular parcel slopes slightly to the south and the commercial building aligns with the northern edge of the property. The parcel is bound by 15th Avenue to the east, Idaho Street to the north, a paved parking area and residential building to the west, and an unimproved, level parking area to the south. There are no distinguishing landscape features, though a concrete sidewalk lines the building's north elevation and part of the façade (east elevation).

24. Associated buildings, features, or objects:
There are no outbuildings located on the property.

IV. ARCHITECTURAL HISTORY

25. Date of Construction: 1894 Estimate: ☐ Actual: ☒
Source of information:

Clear Creek County Assessor's Office

26. Architect: Unknown
Source of information: N/A

27. Builder/Contractor: Unknown
Source of information: N/A

Resource Number: 5CC.2485

Temporary Resource Number: 1835-363-09-206

28. Original owner: Lewis, John, and Harry Roberts
Source of information: Historic marker on building
29. Construction history (include description and dates of major additions, alterations, or demolitions):
The first addition to the building was built in 1905. The addition was a brick rectangle added to the rear (west) elevation and was slightly wider and taller than the original building profile. The building at 121 15th Avenue sat originally at a lower grade with ground level windows and entrance. The windows on the south elevation have been covered with concrete with only parts of the brick window hoods still showing, whereas the windows on the north elevation are boarded over with wood. At an unknown date, the original window opening on the façade (east) was bricked in and the glass and wood garage door was added. Tie-rods have been added to all four elevations to give the building additional support. The building has a small, concrete block addition located on its south (side) elevation that is 1-story and dates to c. 1960.
30. Original location ☒ Moved ☐ Date of move(s):

V. HISTORICAL ASSOCIATIONS

31. Original use(s): Commerce/Trade - Warehouse
32. Intermediate use(s): Commerce/Trade - Specialty Store
33. Current use(s): Commerce/Trade - Specialty Store
34. Site type(s): Store
35. Historical background:

The commercial district of Idaho Springs has been the commercial center of the community since its development in the late nineteenth century. The district's superb collection of Late Victorian-era structures, such as the Hanchett Building, Mining Exchange, and Queen Hotel, forms the core of a city that is historically significant as the site of the first major discovery of placer gold in Colorado, and as an important milling and supply center for the mining region that accelerated the settlement of Colorado.

The Roberts brothers—Lewis, John, and Harry—originally started with a mercantile store in Georgetown. They then opened a grocery store in downtown Idaho Springs located in the Turner Building. The building at 121 15th Avenue was constructed as a warehouse to hold their grocery store products as well as to sell hay, feed, coal, and wood from the warehouse itself. The 1905 addition was in part due to the brothers' expansion into selling flour as well. The store went out of business in the 1930s during the Great Depression. The 1931 Sanborn indicates that the store still sold "Flour & Feed," but the 1905 addition was at that time vacant. The warehouse was soon thereafter used as an autobody shop. It is currently used as an antique store with a specialty in cast iron stoves.

36. Sources of information:
Historic marker on building
1931 Sanborn Map
OAHP Site Form for 5CC.201

VI. SIGNIFICANCE

37. Local landmark designation: Yes ☐ No ☒ Date of designation:
Designating authority:
38. Applicable National Register Criteria:
- ☐ A. Associated with events that have made a significant contribution to the broad pattern of our history;
 - ☐ B. Associated with the lives of persons significant in our past;
 - ☒ C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
 - ☐ D. Has yielded, or may be likely to yield, information important in history or prehistory.
 - ☐ Qualifies under Criteria Considerations A through G (see Manual)
 - ☐ Does not meet any of the above National Register criteria
39. Area(s) of significance: Architecture
40. Period of significance: 1877 and 1905
41. Level of significance: National ☐ State ☐ Local ☒
42. Statement of significance:
- The building at 121 15th Avenue is one of few remaining warehouses in Idaho Springs. It was built adjacent to the railroad for ease of loading and unloading goods. The building was the warehouse for the Roberts Brother's grocery store, which was located in the Turner Building (a contributing building in the Idaho Springs Historic Commercial District, 5CC.201). Although 121 15th Avenue is associated with the commercial development of Idaho Springs, it does not possess a level of individual significance to qualify for Criterion A. Research did not find any associations with significant persons that would qualify it under Criterion B. The building at 121 15th Avenue includes architectural details such as a late nineteenth century corbeled brick cornice and segmental brick arches. It also features cargo doors on its north side (these originally faced the rail line), which speak to its original warehouse function. It is a significant example of late 19th century warehouse design. It is not likely to yield information important in history and does not qualify for significance under Criterion D.
43. Assessment of historic physical integrity related to significance:
- The Roberts Brother's Mercantile Co. building features a high level of physical integrity in its design, materials and workmanship. The building's original form remains intact. There was an addition to the rear (west) elevation in 1905, but its design is consistent with the original building and it remains in place. The building retains a majority of its character-defining features including original windows and decorative detailing in the cornice. The basement level of the building at 121 15th Avenue originally had full-height doors and windows. Over time, the surrounding street level was built-up and the openings are now only partially visible. The lower level windows on the south elevation have been covered with concrete with only parts of the brick window hoods still showing, whereas the lower level windows on the north elevation are boarded over with wood. At an unknown date, the original window opening on the façade (east) was bricked in and the current glass and wood garage door was added. Though the date of the change is unknown the materials appear to be of historic age and the change does not detract from the building's physical integrity. Tie-rods have been added to all four elevations to give the building additional support. The building has a small, concrete block addition located on its south (side) elevation that is single story and dates to ca. 1960. The addition is small and does not

negatively interfere with the architectural form and style. Integrity of location, setting, feeling, and association are high, as the building remains adjacent to the commercial historic district where it was originally built to support a nearby commercial operation. The building possesses enough physical integrity to convey its significance under Criterion C as a late 19th century warehouse, and is recommended Eligible for inclusion in the NRHP.

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment:

Eligible ☒ Not Eligible ☐ Need Data ☐

45. Is there National Register district potential? Yes ☒ No ☐ Discuss:

The property at 121 15th Avenue, historically the Roberts Brothers Mercantile Company Warehouse, sits adjacent to the previously listed Idaho Springs Commercial District (5CC.201), but is not within the boundary. The commercial district of Idaho Springs includes a variety of nineteenth and early twentieth century buildings. The greatest period of growth was between 1880 and 1887 during the prosperous Late Victorian era prior to the 1893 Silver Crash. The buildings display an exuberance of arch detailing, bracketed and heavily corbelled cornices, highly decorated friezes, and elaborate window caps. The second wave of commercial construction was less dramatic and was spread out over a 20-year time span. The buildings reflected the mood of the times in their design with a sense of cautious optimism and a desire for stability seen in the restrained styles inspired by classical architecture. After about 1910, the growth of the commercial district drew to a halt. Very few new buildings have been built in the commercial district within the last 75 years. As a result, Idaho Springs has retained almost all of its early commercial structures.

Resource 5CC.2485 shares some of the same architectural characteristics as the commercial buildings lining Miner Street such as arches and window cap detailing, and a heavily corbelled cornice. Furthermore, 121 15th Avenue is directly connected with the Turner Building (Photo 5), a contributing resource to the Commercial District. The building at 121 15th Avenue was built in 1894 as a warehouse to support the Roberts Brothers' grocery store located in the Turner Building (1447 Miner Street), right across the railroad tracks. Located just outside of the border of the existing historic district, the Roberts Brothers Mercantile Company Warehouse falls within the same period of significance and if the district boundaries were ever modified to include this building, it would be a contributing resource to the Idaho Springs Commercial District.

If there is National Register district potential, is this building: Contributing ☒ Noncontributing ☐

46. If the building is in existing National Register district, is it: Contributing ☐ Noncontributing ☐

VIII. RECORDING INFORMATION

47. Photograph numbers: Photo 1: 121_15thAve_Detail_S, Photo 2: 121_15thAve_Detail_SE, Photo 3: 121_15thAve_S, Photo 4: 121_15thAve_SE, Photo 5: Google street view Photo 6: 121_15thAve_1905_Detail
Negatives filed at: Digital files located at HDR Englewood, Colorado
48. Report title: Historic Resources Technical Report for Interstate 70 Westbound Peak Period Shoulder Lane – Clear Creek County, Colorado
49. Date(s): 7/10/2017
50. Recorder(s): Jeanne Barnes, Elizabeth Blackwell, Ann Keen, Alexandra Kosik
51. Organization: HDR EOC
52. Address: 9781 S. Meridian Blvd, Suite 400; Englewood, CO 80112

258
Resource Number: 5CC.2485-
Temporary Resource Number: 1835-363-09-206

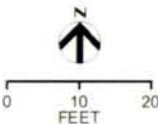
53. Phone number(s): 303-754-4200

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

History Colorado - Office of Archaeology & Historic Preservation
1200 Broadway, Denver, CO 80203 (303) 866-3395

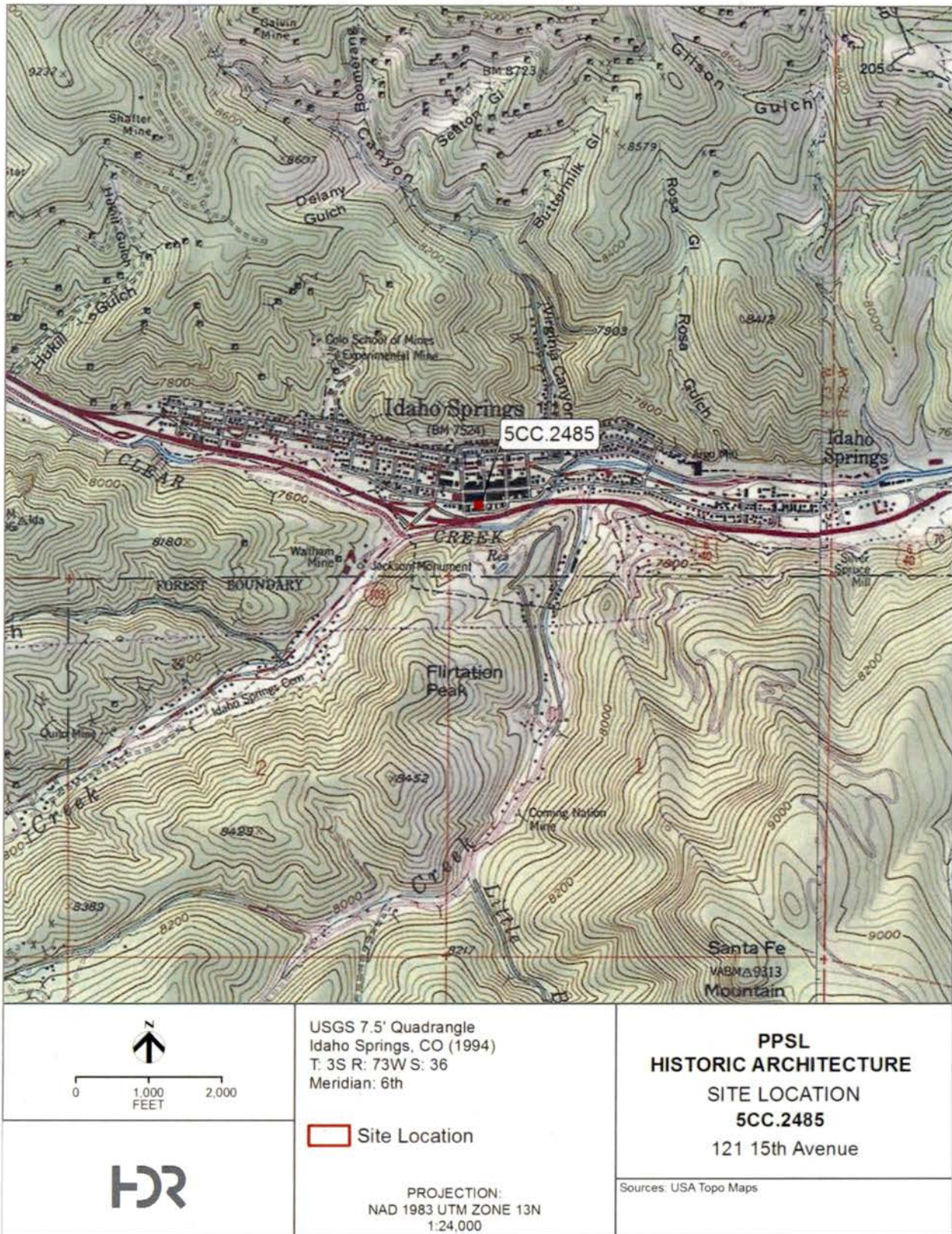
Sketch Map



 0 10 20 FEET	LEGEND  Structure  Site Boundary PROJECTION: NAD 1983 UTM ZONE 13N 1:320	PPSL HISTORIC ARCHITECTURE SITE MAP 5CC.2485 121 15th Ave Sources: Bing Maps Aerial, HDR
		

PATH: J:\2017\17-072_PPSL_ARCHITECTURE\BLACKWELL\7_2_WORK_IN_PROGRESS\MAP_DOC\0RAFT\ITEMA\AERIAL_85X85.MXD - USER: KERODGER - DATE: 8/11/2017

Topo Map



PATH: J:\2017\17-072_PPSL_ARCHITECTURE_BLACKWELL\7.2_WORK_IN_PROGRESS\MAP_DOC\DRIFT\SITELOCATION\TOPO_85X65_KL.MXD - USER: KLEMBERG - DATE: 10/6/2017

258

Resource Number: 5CC.2485

Temporary Resource Number: 1835-363-09-206

Photographs

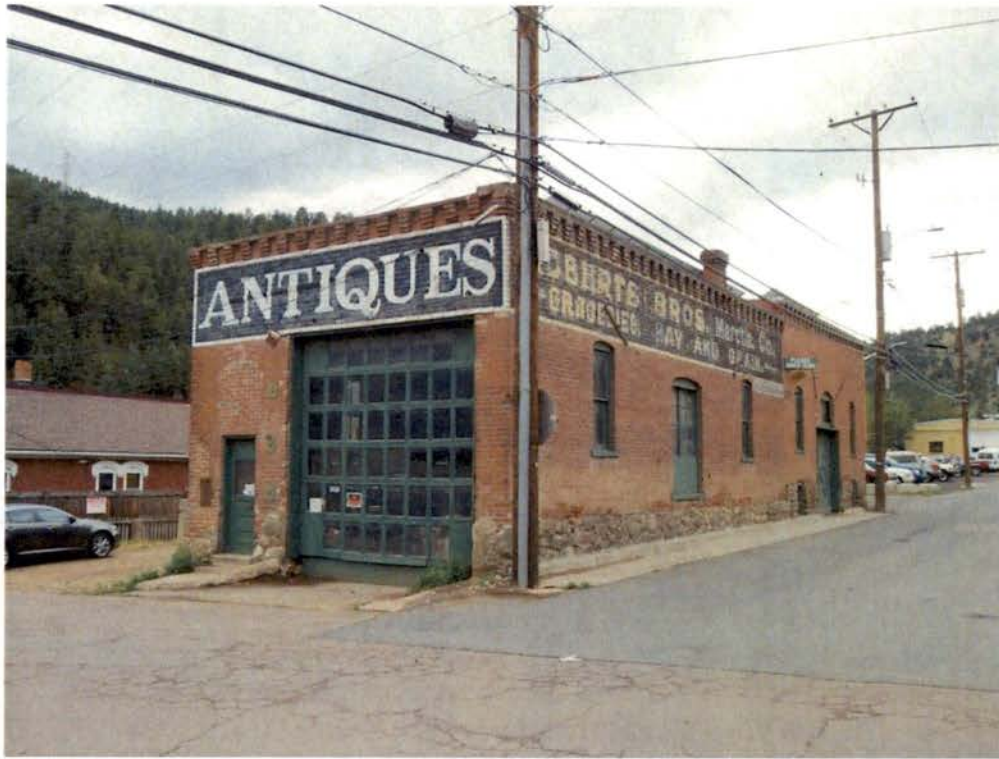


Photo 1: 121 15th Avenue. View to southwest.

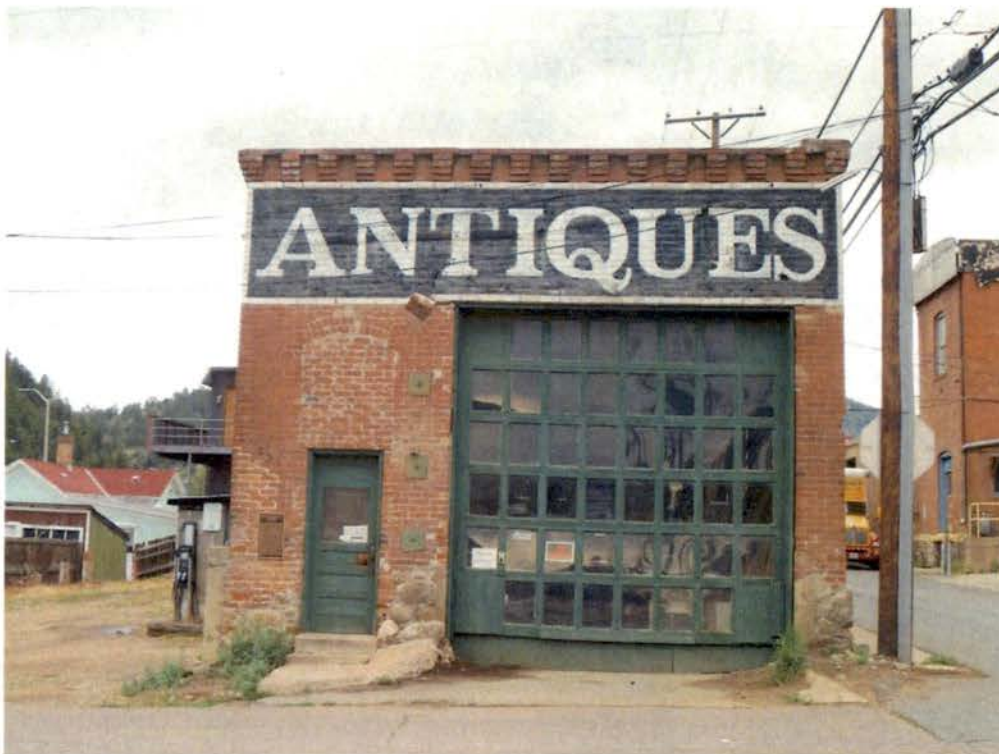


Photo 2: 121 15th Avenue. View to west.



Photo 3: 121 15th Avenue. View to southeast.

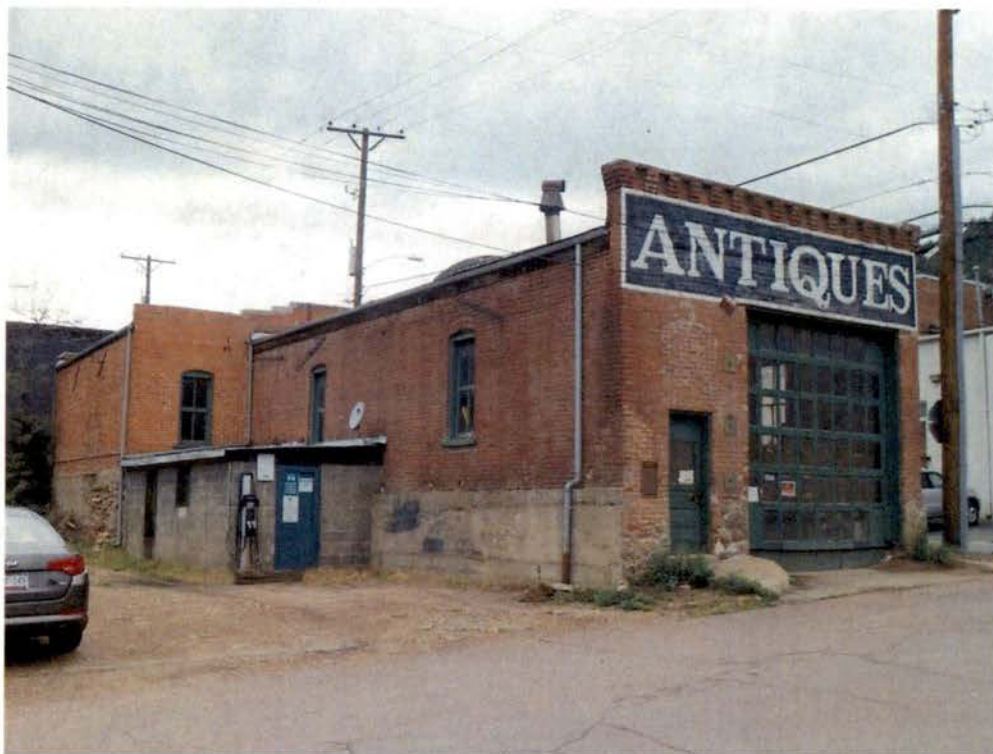


Photo 4: 121 15th Avenue. View to northwest.



Photo 5: The Turner Building, 1447 Miner Street, originally the Roberts Brother's Grocery. 121 15th Avenue was built as a warehouse to support the grocery store. (Courtesy Google street view. 2012).

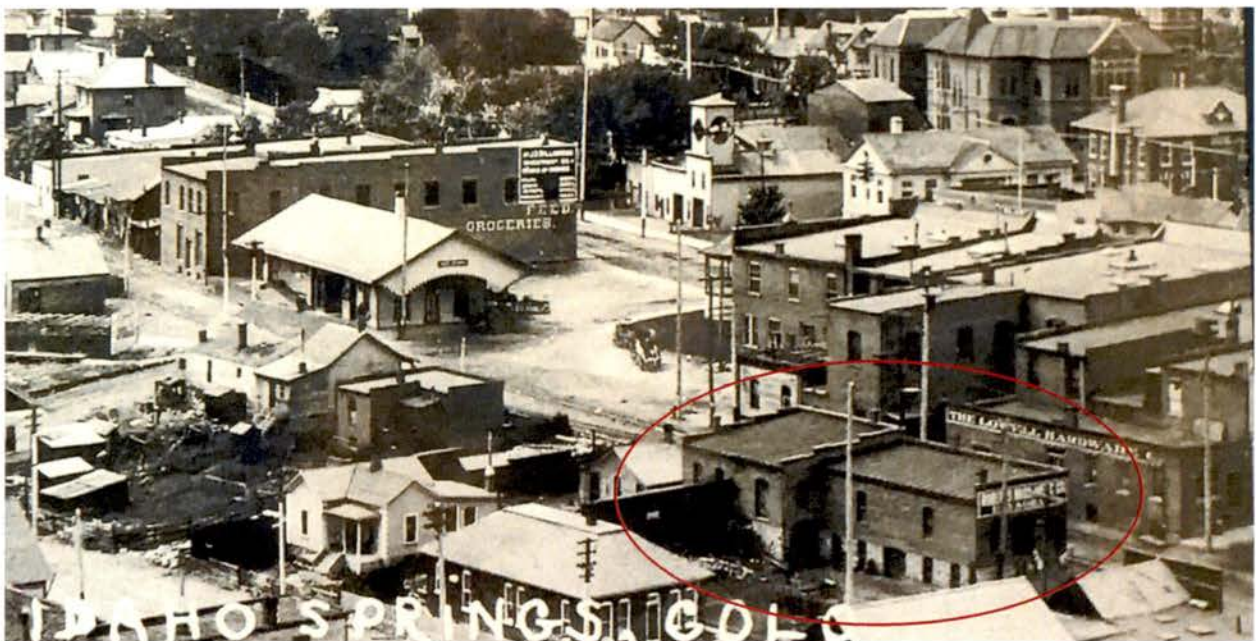


Photo 6: Idaho Springs c.1905. 121 15th Avenue is located in the lower right corner. (Courtesy Idaho Springs Historical Society).

SCANNED

5CC 258

10/03/0142

E

STATE INVENTORY FORM

Feed Store & Stables
2) Site Name: BRICK FEED AND STABLES
Address: CORNER 15TH & IDAHO ST
IDAHO SPRINGS
To Reach Site: _____

1) Site Number-Picture: 46
Site Threatened: NO
T3S R73WS SW $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 36
UTM Grid Coordinates: 13/455730/4398970
USGS Quad Sheet: IDAHO SPRINGS 7.5

3) Owner: PUBLIC SERVICE CO

4) Condition: GOOD

5) Physical Description: SINGLE STORY BRICK AND MASONRY

6) Significance:

Probably built around 1885.

Alexander M. Oliszewski
7) Alexander M. Oliszewski
P.O. Box 1472
Idaho Springs, Co. 80452
303-567-2035



500 258

10/02/04

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 27, Series 2026

A RESOLUTION GRANTING CERTAIN FEE WAIVERS AND CONTRIBUTIONS REQUESTED BY THE CLEAR CREEK CENTER FOR ARTS AND EDUCATION AND FOUR BAIRS, INC. RELATED TO THE POTENTIAL RE-DEVELOPMENT OF 121 15TH AVENUE (ROBERTS BROTHERS GARAGE)

WHEREAS, Four Bairs, Inc., the owner of certain property within the City of Idaho Springs, Colorado (the “City”) with an address of 121 15th Avenue and commonly known as the Roberts Brothers Garage (the “Property”), and Clear Creek Center for Arts and Education (“CCCAE”), have expressed an intent to redevelop the Property into an arts and arts education facility; and

WHEREAS, in association with the potential redevelopment of the Property, CCCAE has secured a \$1.538 million grant from Colorado Creative Industries (CCI) which carries a 1:1 match requirement; and

WHEREAS, CCCAE has requested that the City contribute up to **\$794,823** to its matching grant funding obligation in the form of waived City fees, charges and in-kind resources, all as further described in CCCAE’s proposal and spreadsheet of requested contributions presented at the Council meetings of September 8th and 15th, 2026, respectively; and,

WHEREAS, the City Council finds that certain of the requested contributions are justifiable as contributions to the public health and welfare, in the form of providing increased public access to the arts and arts education in the area; by upcycling an under-used building in an economically contributing area of the City; and potentially attracting visitors, performers and employees who may additionally contribute to the City’s economy; and

WHEREAS, the City Council therefore wishes to approve and grant certain of the fee waiver and in-kind contribution requests, all as further set forth herein.

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

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

Section 2. The City Council hereby grants and approves the following fee waiver and in-kind contribution requests submitted by CCCAE in association with their pending development at 121 15th Avenue, which may require additional land use approvals, permits, licenses, certificates, and other approvals or permissions:

- Miscellaneous In-Kind Contributions of up to a maximum of **\$35,970**, including donated Public Works and Administrative staff support, application fees, building permit and plan review fees to be paid to the City, signage fees, inspection fees, solid waste permits, utility tapping and inspection fees, utility reconnection fees, and meeting review fees, among other things;
- Utility Offsets of up to a maximum of **\$355,854**, including water and sewer plant investment fees and sewer line reviews;
- Impact Fee Offsets of up to a maximum of **\$83,000**, to include impact fees associated with the development and impact study cost deposits; and,
- Parking Fee-in-Lieu Offsets of up to a maximum of **\$320,000**.

Section 3. Nothing in this Resolution shall be construed or operate as approval of any land use approvals, permits, licenses, certificates or any other type of approval or permission, from the City or from any other entity, necessary for CCCAE to occupy or conduct any activity at the Property as proposed in the Application.

The City Council (or City staff, as appropriate) retains full power and authority to evaluate and render decision on any such approvals, permits, licenses and certificates that may be required from the City, in conformance with the Idaho Springs Municipal Code. CCCAE remains responsible for obtaining all necessary approvals, permits, certificates and licenses to lawfully occupy and use the Property for their intended purpose.

Section 4. Nothing in this Resolution shall be construed or operate as the establishment of a City rule, policy or standard for future fee waiver or in-kind contribution requests filed by any person or entity, including the instant requesting parties.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk



TO: City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Potential Contributions or Incentives for CCCAE Development of Roberts Brothers Garage
MEETING DATE: September 8, 2026

BACKGROUND

This item was discussed at the 9/8/2026 City Council Work Session. It is now coming before City Council as a resolution for consideration. The resolution is written in the affirmative to include the full amount of the potential contributions that CCCAE has identified. This is based on the attached spreadsheet that details all potential contributions that they could be seeking to help match grant funds from Colorado Create Industries (CCI). The CCCAE was awarded a \$1.538 million grant from Colorado Creative Industries (CCI) for construction and capital improvements. They have a lease to occupy the Roberts Brothers Garage building long-term and develop arts and arts education. The maximum value of requested contributions is \$794,823.

This project is unlikely to set a precedent for future contributions because this is a relatively unique ask. The applicant has a grant for capital improvements and construction costs, which requires a cash or in-kind match. They are requesting contributions that would function as a match for the grant that they have already received. They are not requesting a monetary donation; rather, they are requesting that certain fees be waived, which counts towards their required match.

REQUESTED CONTRIBUTIONS

A full list of potential contributions is included as an attachment to this staff memo. Contributions are divided into four main categories: miscellaneous in-kind contributions; utility offsets; impact offsets; and parking offsets and collaboration. The CCCAE has discussed the benefits that the CCCAE would provide to the city and that the city's contributions could bring. This report lays out the potential costs that providing each potential benefit might have for the city.

1. Miscellaneous In-Kind Contributions

The CCCAE is requesting a number of miscellaneous in-kind contributions, including the donation of city staff time (e.g. time reviewing applications and materials), reductions in the city's application fees, and reductions or waivers of other review, application, or planning fees. The cost to the city would be staff time associated with any application submitted, as the city would be donating staff time and waiving application fees that are met to offset staff time at meetings, completing reviews, etc. The total cost of contributions would be up to a maximum of \$35,970.

2. Utility Offsets

These water and sewer tap fees are plant investment fees paid for the maintenance and construction of water and sewer facilities in Idaho Springs. Currently, the city's water and sewer plants are in good working order, but these plant investment fees would be used when maintenance becomes necessary. Based on the estimated size of water and sewer taps needed, they are estimating a total value of up to a maximum of \$355,854 for this contribution.

3. Impact Fees Offsets

The city charges \$5,000 per parking space required for commercial uses. These fees go towards growth-related improvements, facilities and equipment in the general functional area of parks, fire, police, municipal facilities, recreation, transportation, and storm water management.

In the past, the city has been willing to apply the impact fees to public improvements associated with the project. For example, the Fieldhouse Apartments project applied their impact fees to roadway, sidewalk, and utility improvements. CCCAE has suggested that there will be substantial public benefits from the project, both in terms of providing arts and education services to the community and in terms of infrastructure investment in the vicinity of the building.

Potential value: Based on the size of the Roberts Brothers' Garage and the occupancy anticipated, the impact fee offset would be worth a total of up to a maximum of \$83,000 for the project.

4. Parking Considerations

Sec. 21-134 of the ISMC allows for a voluntary fee-in-lieu to be considered for the downtown Miner Street area. This allows for an organization to pay a fee in lieu of providing an off-street parking space. The fee for a Restaurant/Retail development is \$20,000 per space, which is the closest use to the proposed CCCAE use of the building. There is not a specific fee-in-lieu amount for nonprofits or for event venues.

Sec. 21-134 of the ISMC requires an applicant to apply for fee-in-lieu that would then be considered and acted upon by the Planning Commission. The CCCAE would be required to apply for fee-in-lieu to the Planning Commission. If City Council agrees to waive any of the fees associated with a parking fee-in-lieu approval, and if the Planning Commission approves a fee-in-lieu application, the applicant would not have to pay the fees associated with the approval.

The CCCAE estimates that the use of the Roberts Brothers' Garage will result in a need for 16 parking spaces. The maximum fee-in-lieu request would be \$320,000 (16 spaces at a rate of \$20,000/space). Some spaces may be able to be provided on-site. However, they are requesting that no off-street parking be required. Additionally, several potential on-site parking spaces will be maintained for Beau Jo's use, which reduces the amount of parking that could be provided off-site.

**CCCAE Public Investment to unlock \$ for \$ match from Colorado Creative Industries Grant.
Bringing low cost cultural programing and education to Idaho Springs and Clear Creek County**

September 9, 2026

Contribution	Estimated Value	Unit Count or %	Total	Status/ Document Needed	Notes
MISC. IN-KIND CONTRIBUTIONS				City Resolution	
Donated staff support	\$4,000	estimated	\$4,000		
Plan and Application Fees	\$5,000	100%	\$5,000		City Admin's discretion
Bldg Permit fee reduction	\$14,984	20%	\$2,997		For \$3.2M valuation.
Plan Review Fee	\$9,740	20%	\$1,948		80% paid direct to Safebuilt
Inspection Fees - potential	\$1,000	20%	\$200		x2 = 80% paid direct to Safebuilt
Signage Permits	\$150	100%	\$150		x2
Minor / Major Application Fee	\$1,000	100%	\$1,000		\$5k if it can be a Major Application
Final Development Plan Fee	\$500	100%	\$500		
Solid Waste Permit	\$150	100%	\$150		
Construction Container	\$1,825	100%	\$1,825		\$25 fee + \$10 for 6 months
Utility Tapping /Inspection Fee	\$150	100%	\$150		
Utility Reconnection Fee	\$100	100%	\$100		\$50 per connection - what are all the connections?
Public Works donated staff support/ south of bldg	\$16,000	100%	\$16,000		(\$80 x 20 hours x 3 empl) + (\$350 x 16 hours x 2 equip)
HPRC Review Fee	\$300	100%	\$300		x3
Planning Commission Review Fee	\$300	100%	\$300		x3
Encroachment Agreement	\$150	100%	\$150		
Encroachment filing waived	\$1,200	100%	\$1,200		Is there a cost to this that could be assigned
		TOTAL	\$35,970		
UTILITY OFFSET				City Resolution	
Water License Tap Fee - 4" line estimated	\$114,312	100%	\$114,312		
Sewer Tap fee - 4" line estimated	\$201,285	100%	\$201,285		
Sewer review	\$2,411	20%	\$40,257		20% of Sewer Tap Fee
		TOTAL	\$355,854		
IMPACT OFFSET				City Resolution	
Impact Fees per Commercial per parking spaces	\$5,000	16	\$80,000		
Impact Study Cost Deposit / System Impact Costs	\$3,000	100%	\$3,000		
		TOTAL	\$83,000		
PAID IN LIEU PARKING				City Resolution	For waiver of fees & amount
Parking in-lieu waiver to secure extended local downtown business hours	\$20,000	16	\$320,000	Planning Commission	Confirm if and amount of spaces that can be paid in lieu per Section 21.134 We meet 1,3,4
		TOTAL	\$320,000		
GRAND TOTAL			\$794,823		

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 20, Series 2026

**AN ORDINANCE DESIGNATING PROPERTY KNOWN AS 121 15TH AVENUE
(ROBERTS BROTHERS GARAGE) AS A LOCAL HISTORIC PRESERVATION SITE**

WHEREAS, Four Bairs, Inc., as the owner of certain property within the City of Idaho Springs, Colorado (the “City”) with an address of 121 15th Avenue and commonly known as the Roberts Brothers Garage (the “Property”), together with Clear Creek Center for Arts and Education, filed a petition with the City to designate the Property as a historic preservation site; and

WHEREAS, pursuant to Chapter 22 of the Idaho Springs Municipal Code (“Code”), the application was referred to the Idaho Springs Historic Preservation Review Commission (the “Commission”), which, on September 9, 2026, considered the application and made recommendation to the Idaho Springs City Council (“City Council”); and

WHEREAS, upon receiving the Commission’s recommendation, at its regular meeting of September 15, 2026, the City Council adopted a Resolution making those findings required by Code Section 22-21(C), and setting a public hearing on the matter for October 12, 2026; and

WHEREAS, on October 12, 2026, after due and proper notice of the same was given, the City Council conducted a public hearing on the historic designate of the Property, at which time all interested parties were given the opportunity to be heard; and

WHEREAS, at said hearing the City Council reviewed the request for designation with respect to its relationship to the City zoning ordinance and other adopting planning documents, the effect of the designation upon the surrounding neighborhood, and all other planning considerations relevant to the proposed designation; and

WHEREAS, based on all the evidence and testimony presented at the hearing, the City Council finds that the Property meets the criteria for a historic preservation site and therefore the Property should be so designated; and

WHEREAS, the City Council wishes to enter its findings of fact and decision on the request for designation within thirty (30) days of the hearing as required by Code Section 22-23 (C)(1), 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. In regards to the petition filed by Four Bairs, Inc. and Clear Creek Center for Arts and Education to designate the property known as 121 15th Avenue, Idaho Springs, Colorado, 80452, commonly known as the Roberts Brothers Garage, as a designated local historic preservation site, the City Council finds and determines as follows:

A. The Property is eligible for designation due to its satisfaction of the following criteria, as set forth in Code Section 22-22(A):

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

Finding: The Property satisfies the above three criteria. The building was constructed during the City's period of significance. It was built in the late 19th Century Commercial style, which is similar to much of the Downtown Commercial District. The Roberts Brothers originally owned a mercantile store in Georgetown and eventually opened a grocery store in Idaho Springs. The garage was built as a hay, feed, coal, and wood store, and was probably used as a warehouse for the brothers' grocery store which operated out of the nearby Turner building.

B. The Property is not disqualified from designation based any of the considerations set forth in Code Section 22-22(B).

Section 3. Based on the above findings of fact, the City Council hereby designates the Property as a historic preservation site of the City of Idaho Springs.

Section 4. The City Clerk is hereby directed to provide notice of this designation to the City Building Official and to record this Ordinance with the Clear Creek County Clerk and Recorder within fifteen (15) days of the effective date of this Ordinance. Within ten (10) days of recording this Ordinance, the City Clerk is further directed to send a letter to the Property owner, by certified mail, outlining the reasons for the designation and the obligations or restrictions created thereby.

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jenni Kim, City Clerk

PASSED, ADOPTED AND APPROVED AFTER PUBLIC HEARING, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 12th day of October, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jenni Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 21, Series 2026

AN ORDINANCE AMENDING SECTION 5-41 OF THE IDAHO SPRINGS MUNICIPAL CODE TO CREATE ALTERNATE POSITIONS ON THE BUSINESS COMMUNITY AND PROMOTION BOARD

WHEREAS, the Idaho Springs City Council ("Council") has created a Business and Community Promotion Board ("BCPB" or "Board") to develop and suggest methods the City may employ to enhance the economic climate and overall vitality of the City; and

WHEREAS, the duties, functions and membership of the BCPB are set forth in Article V of Chapter 5 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, the BCPB currently consists of seven (7) members appointed by the City Council, one of whom must also be a member of the City Council or City Staff (e.g., Assistant City Administrator); and

WHEREAS, the Council finds that it would be advantageous to authorize and appoint alternate members of the Board, when circumstances allow, so attendance issues and conflicts are less likely to cause quorum issues and to allow more members of the community the opportunity to participate in City government; and

WHEREAS, the Council therefore wishes to amend Code Section 5-41 to permit the appointment of up to two (2) alternate members to the BCPB.

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 City Council.

Section 2. Subsection 5-41(A) of the Code, concerning Business and Community Promotion Board membership, is hereby amended as follows:

Sec. 5-41. Creation, membership.

- (A) There is hereby created the Business and Community Promotion Board ("Board"). The Board shall consist of seven (7) members and up to two (2) alternates appointed by the City Council, one of whom shall also be a member of the City Council or City Staff (e.g., Assistant City Administrator). An alternate member may take formal action, such as voting on matters before the Board, only in the absence of a regular member.

Section 3. Should any one or more sections or provisions of this Ordinance or of any Code provision enacted hereby be judicially determined invalid or unenforceable, such judgment shall not

affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jenni Kim, City Clerk

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

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jenni Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 16, Series 2026

AN ORDINANCE AMENDING SECTION 21-105 OF THE IDAHO SPRINGS MUNICIPAL CODE TO AUTHORIZE THE ISSUANCE OF CONDITIONAL USE PERMITS AS PERSONAL TO THE APPLICANT AND AS LIMITED OR UNLIMITED IN DURATION

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

WHEREAS, pursuant to C.R.S. § 31-23-301 *et seq.*, the Idaho Springs City Council (“Council”) is authorized to adopt laws and regulations governing zoning and land use within the City; and

WHEREAS, the Council has adopted such zoning and land use laws, codified generally as Chapter 21 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, Code Section 21-105 authorizes conditional uses and addresses how the same are applied for, reviewed and adjudicated; and

WHEREAS, conditional uses within the City are currently authorized as indefinite in duration, unless otherwise sought by or agreed to by an applicant, recorded against and running with the subject property; and

WHEREAS, the Council finds and determines that conditional uses by definition and nature are highly circumstance-specific in regards to their appropriateness; and

WHEREAS, the Council further finds that, due to their heavily fact-dependent nature, conditional uses may not always be appropriate indefinitely; and

WHEREAS, the Council therefore wishes to amend Code Section 21-105 to authorize conditional uses of a more limited duration when the proposed use is dependent upon design, management or operational aspects such that it meets all other review criteria only when it is a personal grant to the applicant or to the applicant and any subsequent owner who demonstrates a continuing ability to also satisfy such criteria, all as further set forth herein.

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

Section 1. Section 21-105 of the Idaho Springs Municipal Code (“Code”), concerning conditional uses, is hereby amended as follows:

Sec. 21-105. - Conditional uses.

(A) General. Article III of this Chapter permits uses not specified as being by right in the various zoning districts to be approved and implemented by conditional use. This Section governs the application for and approval, administration and enforcement of conditional uses. Conditional uses generally present special impacts upon adjacent properties which necessitate individualized review and consideration and, in most instances, the approval of a conditional use requires the imposition of

conditions or requirements designed to eliminate, reduce or mitigate adverse impacts resulting from the proposed use.

(B) Applicability. This Section applies to any uses proposed as conditional uses. No building permit shall be issued in any zoning district for any use not identified by right, nor shall any person cause or permit such use upon property owned, controlled or occupied by such person, until a conditional use has been approved by the City Council according to the requirements of this Section.

(C) Submittal requirements. Required materials shall be as indicated in the Submittal Requirements by Development Process table provided in this Article.

(D) Notification requirements. Public notification shall occur as indicated in the Required Public Notification by Development Process table provided in this Article.

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

(F) Criteria for review and approval. Conditional uses may be approved by the City only where the applicant demonstrates that the following conditions will be met:

- (1) The proposed use conforms to all requirements of this Article and all other applicable provisions and other development regulations, standards or requirements adopted by the City;
- (2) The proposed use is in general conformance with applicable provisions of the Comprehensive Plan, or that changed conditions occurring since the adoption of the Comprehensive Plan support approval of the proposed conditional use of the property; and
- (3) The proposed use will not result in impacts to adjacent properties which are significantly different in nature, type or extent than impacts caused by uses which are permitted by right in the zone district where the property is located.
- (4) Additionally, the City Council shall determine if the proposed use is dependent upon design, management or operational aspects such that it be a personal grant of use to the owner of the use and not a grant which transfers with the affected property, and, in that connection, the City Council shall decide whether the conditional use:
 - (a) Runs with the land in perpetuity; or
 - (b) Is personal to the applicant and may or may not be inherited; and/or
 - (c) Shall be granted only for a defined period, after which time the conditional use shall expire unless renewed subject to all of the requirements of this section.

(G) Post approval.

- (1) Nothing in this Section shall limit the authority of the City Council to refer its decision on the conditional use permit to the eligible electors of the City for final determination.
 - (2) All approved conditional use permits shall be approved by ordinance. Such ordinance shall include the legal description of the property, specify in detail the conditional use permitted and clearly specify any and all permit conditions imposed. ~~The ordinance shall be recorded in the records of the County Clerk and Recorder, and the permit shall run with the described property. All approved conditional uses shall be referenced on the zoning district map and a file containing all documents relevant to the application and the resulting permit shall be maintained by the City Clerk.~~
 - (3) A conditional use permit is valid so long as the conditions of approval are maintained unless a specific time limit for the use or development is set forth as part of the permit approval. Except as otherwise provided herein, if an approved conditional use ceases operation for any reason for a period of one (1) year, the conditional use permit shall be deemed expired, unless otherwise provided in the permit itself.
 - (4) If the conditions of a conditional use permit become the responsibility of a person or entity other than the applicant, the City shall be notified in writing, identifying the new person or entity responsible for maintaining the conditions of the permit. Until such notice is received, the applicant shall remain responsible for maintaining the conditions. The notice shall be attached to the permit on file with the City. It shall be the burden of the proposed new permit holder to demonstrate that its continuation of the conditional use shall meet the review criteria set forth in subsection (F) of this Section
 - (3 5) Revocation. Any conditional use may be revoked at any time by ordinance of the City Council, following notice to the owner of the property and observance of substantially the same procedure provided herein for City Council consideration of issuance of the permit, where the City Council finds failure to meet the conditions imposed, if any, or that the property has not been devoted to the approved conditional use for a period of one (1) year or more more than two (2) years.
 - (4 6) Any rezoning of the property after a conditional use is approved but before the approved conditional use is implemented on the property shall automatically terminate and void the conditional use permit unless the City expressly reaffirms the permit as part of the rezoning.
- (H) Amendment. An application for amendment of an approved and valid conditional use shall be processed in accordance with the requirements applicable to the issuance of a new conditional use.

Section 2. 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 3. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10th day of August 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Ordinance #15, Series 2026, an ordinance amending Section 21-105 of the Idaho Springs Municipal Code to authorize the issuance of Conditional Use Permits as personal to the applicant and as limited or unlimited in duration.
MEETING DATE: September 15, 2026

BACKGROUND:

Any uses not specifically allowed by right because of special requirements, potential impacts or unique characteristics may be approved by City Council as a conditional use as indicated in Sec. 21-15 of the ISMC. The proposed use must generally conform to the recommendations of the Comprehensive Plan.

Recently, the city has approved several CUPs on a “temporary” basis (CUP24-001 and CUP25-001, both to allow an employee campground use at 101 E. Idaho Springs Road). These were approved because of the seasonal nature of the use and the fact that the city was only willing to approve the use on a trial basis. In general, this is not how a CUP is supposed to work.

CUPs are not guaranteed for any definite period. Labeling them for some definite duration contradicts their express nature as “conditional” and revocable at any time if they should violate their conditions/requirements (after due process). CUPs are not meant to be approved for a particular term, unless for a short term that arises from Council’s unwillingness to fully green-light a “runs with the property” CUP.

Staff have had conversations with multiple property owners over the past few months who are looking to engage in a temporary use on their property for a particular term, rather than establishing a permanent use on the property that runs with the land. As such, the city’s attorneys have suggested that the city modify Sec. 21-105 to create the ability for the governing body to determine whether an approved use should run with the land, is personal to the applicant and would expire if the property were to sell, is transferable (or not), or of a definite duration. This would give the city express authority to determine whether a conditional use is appropriate forever, or only for a set period as conditioned in the approval.

No changes to the review criteria are proposed. Any use, whether approved in perpetuity or for a temporary term, would be required to meet the existing criteria for approval.

The proposed ordinance amends the ISMC to allow the city two additional ways of approving CUPs within the city to acknowledge that circumstance-specific conditions may exist that mean the conditional use should not be approved indefinitely.

First, the ordinance would allow the city to grant a CUP to an applicant that does not run with the land. Rather, it would only run with the property owner. If the property changed hands, the CUP would no longer be valid.

Second, the ordinance would allow the city to grant a CUP for a temporary, defined period. This would allow the city to time-constrain a CUP so that it is only valid for a certain period, after which time it would expire.

STAFF ANALYSIS:

Staff believe that this proposed code amendment gives the city additional tools to work with when reviewing and granting CUP applications. Not all CUP applications are appropriate for indefinite periods, and this CUP amendment would acknowledge this fact and address the need to be able to time limit or owner limit an application.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed this potential code amendment on August 5, 2026, and unanimously recommended that this code amendment be approved.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 17, Series 2026

AN ORDINANCE AMENDING CHAPTER 21 OF THE IDAHO SPRINGS MUNICIPAL CODE TO REGULATE GROUP HOMES AND RELATED RESIDENTIAL USES FOR PERSONS WITH DISABILITIES IN CONFORMANCE WITH COLORADO LAW AND THE FEDERAL FAIR HOUSING ACT

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

WHEREAS, the General Assembly of the State of Colorado has declared, in CRS § 31-23-301(4), that a statutory or home rule municipality shall not enact an ordinance prohibiting the use of a state-licensed group home for either persons with intellectual and developmental disabilities or behavioral or mental health disorders that serves not more than eight persons and appropriate staff as a residential use of property for zoning purposes, and that the phrase “residential use of property for zoning purposes” expressly includes all forms of residential zoning, specifically including single-family residential zoning; and

WHEREAS, the General Assembly has further declared, in CRS § 31-23-303(2), that the establishment of state-licensed group homes for persons with intellectual and developmental disabilities, group homes for the aged for persons 60 years of age or older, state-licensed group homes for persons with behavioral or mental health disorders, and recovery residences for persons in recovery from substance use disorders are each matters of statewide concern, and that each constitutes a residential use of property for zoning purposes; and

WHEREAS, the General Assembly has further declared in CRS § 31-23-303(2)(b.7) that recovery residences, as defined in CRS § 27-80-129(1)(b), are a residential use of property for zoning purposes and are subject only to the regulations of like dwellings in the same zone, reflecting the state’s policy to encourage, promote, and assist persons who are in recovery from substance use disorders to live in residential neighborhoods; and

WHEREAS, CRS § 25.5-10-214(1) mandates that individual residential services and supports settings for persons with intellectual and developmental disabilities must be treated as residential property in the application of all local regulations, including zoning, land use development, fire and life safety, sanitation, and building codes, and that local governing authorities shall not impose additional regulations on such settings that do not apply to other residential properties; and

WHEREAS, during its last regular session, the Colorado General Assembly reinforced and clarified these protections in House Bill 26-1147, signed into law on June 3, 2026 (effective August 12, 2026), which expressly prohibits local governing authorities from imposing additional regulations on individual residential services and supports settings that do not apply to other residential properties, and establishes a statewide database to provide accurate information about such settings; and

WHEREAS, CRS § 29-20-111, enacted as the “HOME Act,” prohibits local governments from limiting the number of people who may live together in a single dwelling based on familial

relationship, and provides that occupancy limits may be based only on demonstrated health and safety standards or affordable housing program guidelines; and

WHEREAS, the federal Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 et seq. ("FHA"), prohibits discrimination in housing based on disability (referred to as "handicap" in the statute), including discrimination in the terms, conditions, and privileges of the sale or rental of a dwelling, 42 U.S.C. § 3604(f)(2), and expressly requires that municipalities make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling, 42 U.S.C. § 3604(f)(3)(B); and

WHEREAS, the United States Supreme Court held in *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725 (1995), that family-composition rules in municipal zoning codes are not exempt from FHA scrutiny under 42 U.S.C. § 3607(b)(1) as maximum occupancy restrictions, and that municipalities must engage with FHA reasonable accommodation obligations when applying occupancy and family-definition restrictions to group homes for persons with disabilities; and

WHEREAS, the United States Court of Appeals for the Tenth Circuit held in *Courage to Change Ranches Holding Company v. El Paso County*, 73 F.4th 1175 (10th Cir. 2023), that a zoning code imposing lower occupancy caps on group homes for persons with disabilities than on comparable structured group-living arrangements constitutes facial discrimination under the FHA; that the proper comparator for group homes for persons with disabilities is other structured group-living arrangements in the local code, not single-family homes occupied by unrelated roommates; and that any justification for such differential treatment must be rooted in the language of the FHA or antidiscrimination case law; and

WHEREAS, the Colorado Supreme Court held in *Adams County Ass'n for Retarded Citizens, Inc. v. City of Westminster*, 196 Colo. 79 (1978), that the legislature enacted the state group home statutes specifically to preclude municipalities from barring group homes from residential neighborhoods on the basis of fears and stereotypes about persons with disabilities, and that grounds such as adverse effect on single-family character, disruption of neighborhood peace and quiet, and general neighborhood hostility are impermissible bases for denial of a group home permit; and

WHEREAS, the Colorado Supreme Court held in *Glennon Heights, Inc. v. Central Bank & Trust*, 658 P.2d 872 (1983), that CRS § 31-23-301(4)'s prohibition on municipal zoning ordinances that exclude qualifying group homes from residential districts constitutes a legitimate limitation on the legislative powers delegated to statutory cities, and that neighboring property owners have no vested right in the maintenance of a particular zoning classification as against the state's group home statutes; and

WHEREAS, the Colorado Fair Housing Act, CRS § 24-34-502, independently prohibits disability-based discrimination in housing and has been construed by Colorado Courts to require reasonable accommodations in housing rules, policies, and practices when such accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Idaho Springs City Council has reviewed the existing provisions of Chapter 21 of the Idaho Springs Municipal Code ("Code") concerning group homes and group living uses and finds that such provisions require updating in order to comply with state and federal

law and ensure that persons with disabilities are afforded full and equal access to residential neighborhoods within the City on the same terms and conditions as other residents; and

WHEREAS, the City Council further finds that the amendments set forth in this Ordinance are consistent with and in furtherance of the Comprehensive Plan of the City of Idaho Springs and with the general welfare of present and future City residents.

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

Section 1. Section 21-15 of the Idaho Springs Municipal Code (“Code”), concerning definitions applicable to Chapter 21, is hereby amended as follows:

The definition of “Group Home” is amended as follows:

~~*Group Home.* An institution, place, building, or agency providing for a period exceeding twenty-four (24) consecutive hours accommodation, board, personal assistance, and other essential daily living activities to individuals not related to the administrator or owner thereof, who by reason of illness, disease, or physical or mental infirmity are unable to sufficiently or properly care for themselves but who do not require the services of a registered or licensed practical nurse except on an emergency basis.~~ *A Community Residential Home; Group Home for the Aged; Group Home for Persons with Behavioral or Mental Health Disorders; Individual Residential Services and Supports Setting (IRSS Setting); or Recovery Residence, as further defined herein.*

The following new definitions are inserted in appropriate alphabetical order:

Community Residential Home. A state-licensed residential home, as defined in CRS § 25.5-10-202, providing accommodation, training, supervision, and support for the exclusive use of not fewer than four (4) and not more than eight (8) persons with intellectual and developmental disabilities, together with appropriate staff. A Community Residential Home must hold a current, valid license or certification issued by the Colorado Department of Public Health and Environment and the Colorado Department of Health Care Policy and Financing pursuant to CRS § 25.5-10-214. A Community Residential Home is a residential use of property for zoning purposes, including single-family residential zoning, pursuant to CRS §§ 31-23-301(4) and 31-23-303(2)(a).

Group Home for the Aged. A home providing accommodation and personal care for the exclusive use of not more than eight (8) persons who are 60 years of age or older, as contemplated by CRS § 31-23-303(2)(b)(II). A Group Home for the Aged must be distinguished from a nursing facility, as defined in CRS § 25.5-4-103, and from an institution providing life care, as defined in CRS § 11-49-101. A Group Home for the Aged is a residential use of property for zoning purposes, including single-family residential zoning, pursuant to CRS § 31-23-303(2)(b)(II).

Group Home for Persons with Behavioral or Mental Health Disorders. A state-licensed group home providing accommodation for the exclusive use of not more than eight (8) persons with behavioral or mental health disorders, as defined in CRS § 27-65-102, together with appropriate staff, and licensed pursuant to applicable state law and rules of the Colorado Department of Public Health and Environment.

A Group Home for Persons with Behavioral or Mental Health Disorders is a residential use of property for zoning purposes, including single-family residential zoning, pursuant to CRS §§ 31-23-301(4) and 31-23-303(2)(b.5). Persons determined to be not guilty by reason of insanity to a violent offense, and any person who has been convicted of a felony involving a violent offense, shall not be placed in such a group home, as provided in CRS § 31-23-303(2)(b.5).

Individual Residential Services and Supports Setting (IRSS Setting). Any setting in which individual residential services and supports are provided by a service provider agency to persons with intellectual and developmental disabilities pursuant to CRS § 25.5-10-214, not otherwise qualifying as a Community Residential Home. An IRSS Setting must be treated as residential property in the application of all local regulations, including zoning, land use development, fire and life safety, sanitation, and building codes. No additional regulations beyond those applicable to other residential properties may be imposed on an IRSS Setting.

Recovery Residence. Any premises, place, facility, or building that provides housing accommodation for individuals with a primary diagnosis of a substance use disorder, as defined in CRS § 27-80-129(1)(b), that: (i) is free from alcohol and nonprescribed or illicit drugs; (ii) promotes independent living and life skill development; and (iii) provides structured activities and recovery support services primarily intended to promote recovery from substance use disorders. A Recovery Residence must be: (a) certified by a certifying body approved by the Colorado Behavioral Health Administration pursuant to CRS § 27-80-129; (b) chartered by Oxford House, Inc., or its successor organization; or (c) have been operating as a recovery residence in Colorado for thirty (30) or more years as of May 23, 2019. A Recovery Residence is a residential use of property for zoning purposes and is subject only to the regulations of like dwellings in the same zone, pursuant to CRS § 31-23-303(2)(b.7). The term "Recovery Residence" does not include a facility approved for residential treatment by the Colorado Behavioral Health Administration, permanent supportive housing units incorporated into affordable housing developments, or the facility described in CRS § 24-32-724.

Section 2. Table 21-50-1 of the Code, set forth under Code Section 21-50, is hereby amended by amending the “Group Living” rows under the “RESIDENTIAL” use category section of the Table, as follows:

Amended Group Living Rows – Table 21-50-1

<i>Table 21-50-1 (Group Living Uses) - Amended</i>												
<i>CATEGORY</i>	<i>USE TYPE</i>	<i>ZONE DISTRICT</i>										
		<i>R-E</i>	<i>R-I</i>	<i>R-2</i>	<i>R-3</i>	<i>R-M</i>	<i>HD</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>L-I</i>	<i>P</i>
Group Living ¹	Group homes for up to eight (8) developmentally disabled persons, handicapped individuals, children or senior citizens.	X	X		X							

	Group homes for over eight (8) developmentally disabled persons, handicapped individuals, children or senior citizens.	X			X							
	<u>Group Home for Persons with Behavioral or Mental Health Disorders (state-licensed; up to 8 residents and appropriate staff). Permitted in all residential and Historic Downtown zone districts as a use by right. Must not be located within 750 feet of another such group home unless otherwise provided by the City. Subject only to the same development regulations as other residential uses in the same zone. See Sec. 21-51.</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>					
	<u>Recovery Residence. For persons in recovery from substance use disorders; certified or chartered pursuant to CRS § 27-80-129. Permitted in all zone districts where residential uses are permitted as a use by right. Subject only to the regulations of like dwellings in the same zone. See Sec. 21-51.</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>					
	<u>Individual Residential Services and Supports (IRSS) Setting. For persons with intellectual and developmental disabilities provided pursuant to CRS § 25.5-10-214. Treated as residential property for all local regulatory purposes. No additional regulations may be imposed beyond those applicable to other residential properties. See Sec. 21-51.</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>					
	<u>Large group home or group residential facility for more than 8 persons with disabilities (not state-licensed under the above categories, or exceeding 8 residents): Permitted as conditional use in R-E, R-1, R-2, R-3, R-M, and HD zone districts; subject to reasonable</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>					

	<u>accommodation procedure at Sec. 21-52.</u>													
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Footnote 1 to Table 21-50-1 (Group Living category):

(1) Use by right in all residential districts and HD District. All Group Living uses listed above as permitted “by right” (marked X) in the R-E, R-1, R-2, R-3, R-M, and HD zone districts require only those permits and approvals applicable to any other residential use of the same type (e.g., building permit, certificate of occupancy). No special use permit, conditional use permit, public hearing, neighborhood notification, or registration process beyond that applicable to other residential uses may be required.

(2) Historic Downtown (HD) District. Group Living uses are permitted by right in the HD zone district to the extent that residential uses are permitted in that district. The HD district’s historic preservation review requirements and design standards applicable to all development in the district continue to apply to group homes on the same terms as they apply to other residential uses.

(3) Spacing requirement. A Group Home for the Aged established pursuant to § 31-23-303(2)(b)(II) shall not be located within 750 feet of another group home unless otherwise provided by the City. A Group Home for Persons with Behavioral or Mental Health Disorders shall not be located within 750 feet of another such group home, or of a Community Residential Home or Group Home for the Aged, unless otherwise provided by the City, consistent with CRS § 31-23-303(2)(b.5).

(4) Recovery Residences. Recovery Residences are subject only to the regulations of like dwellings in the same zone. No additional zoning requirements, spacing requirements, registration requirements, or conditions may be imposed on Recovery Residences that are not imposed on other residential uses of like type in the same zone district.

(5) IRSS Settings. Individual Residential Services and Supports Settings must be treated as residential property for all local regulatory purposes. No additional regulations may be imposed on an IRSS Setting that do not apply to other residential properties, consistent with CRS § 25.5-10-214(1) and House Bill 26-1147.

(6) Generally applicable standards. All Group Living uses remain subject to the height, setback, area, lot coverage, external signage, and architectural design standards of this Chapter that apply to other residential uses in the same zone district, provided such standards are applied on the same terms as they are applied to other residential uses and do not operate to prohibit any Group Living use from any residential district. Nothing herein precludes enforcement of applicable state, county, and City health, safety, and fire codes. See also Sec. 21-51.

(7) Reasonable accommodation. Any person or entity seeking a modification of these or other zoning requirements with respect to a Group Living use because of disability may apply for a reasonable accommodation pursuant to Sec. 21-52 of this Chapter.

Section 3. Article III of Chapter 21 of the Code, concerning zoning, is hereby amended by the addition of two new Sections - 21-51 and 21-52 - to read in their respective entireties as follows:

Sec. 21-51. Group Home Compliance Standards

- (A) Purpose and Construction. The purpose of this Section is to set forth the standards applicable to Group Living uses defined in Section 21-15 of this Chapter and listed in Table 21-50-1, to confirm the legal framework under which such uses are permitted, and to establish clear boundaries between permissible local regulation and impermissible prohibition. This Section shall be construed broadly to effectuate the mandate of CRS §§ 31-23-301(4) and 31-23-303 that qualifying group homes are permitted as residential uses of property in all residential zone districts, and narrowly with respect to any restriction on group homes, consistent with those statutes.
- (B) State Licensure Prerequisite. The use-by-right status accorded to Community Residential Homes and Group Homes for Persons with Behavioral or Mental Health Disorders under Section 21-50 and this Chapter applies only to homes that hold a current, valid state license or certification as required by applicable Colorado law. A group home that does not hold the required state license is not entitled to the protections of CRS § 31-23-301(4) or § 31-23-303. The operator of any Community Residential Home or Group Home for Persons with Behavioral or Mental Health Disorders shall, upon request by the City Administrator, provide documentation of current state licensure.
- (C) Permissible Regulation. The City may apply to any Group Living use those provisions of this Chapter that govern: (1) height, setbacks, area, and lot coverage applicable to residential structures generally in the same zone district; (2) external signage standards applicable to residential uses; (3) architectural design standards, provided they are not substantially inconsistent with the character of the surrounding neighborhood as applied to other residential uses; (4) fire, building, health, and sanitation codes applicable to all residential uses; and (5) specific location requirements that are reasonably related to the requirements of a particular home, including the availability of transportation, commercial services, and public recreation facilities, consistent with CRS § 31-23-303(2)(c). The City shall not require any permit, approval, registration, public hearing, neighborhood notification, or condition that is not required of other residential uses of the same type in the same zone district, except as expressly authorized by state law.
- (D) Prohibited Restrictions. The City shall not: (1) require any Group Living use permitted by right under Table 21-50-1 to obtain a special use permit, conditional use permit, or any other discretionary land use approval not required of other residential uses; (2) impose spacing, dispersal, or proximity requirements on Group Living uses, except the 750-foot spacing requirements applicable to Group Homes for the Aged and Group Homes for Persons with Behavioral or Mental Health Disorders as set forth in Section 21-50-1, Note (3); (3) impose occupancy standards on Group Living uses that are more restrictive than those imposed on other structured group-living arrangements in the same zone district; (4) impose registration or notification requirements on Group Living uses not required of other residential uses; or (5) conduct,

require, or invite public comment on the placement of any Group Living use permitted by right, in a manner not applicable to other residential uses.

- (E) Treatment Activities. Nothing in this Section shall be construed to permit the conducting of ministerial activities of any private or public organization or agency, or to permit types of treatment activities or the rendering of services, in a manner substantially inconsistent with the activities otherwise permitted in the particular zone district, consistent with CRS § 31-23-303(2)(c). For the avoidance of doubt, the in-home provision of therapeutic, medical, or personal care services to residents of a Group Living use, by staff employed by the home or by visiting professionals, is a residential activity consistent with the residential character of any residential zone district and does not convert a Group Living use into a commercial, medical, or institutional use.
- (F) HOME Act Compliance. Consistent with CRS § 29-20-111, the City shall not limit the number of persons who may reside together in a Group Living use or any other dwelling based on familial relationship. Any occupancy limit applicable to a Group Living use must be based solely on demonstrated health and safety standards, such as applicable building code, fire code, or Colorado Department of Public Health and Environment wastewater and water quality standards.
- (G) Nonconforming Uses. Any Group Living use lawfully existing as of the effective date of this Ordinance that does not conform to the provisions of this Chapter as amended hereby shall be deemed a lawful conforming use from and after the effective date of this Ordinance to the extent this Ordinance expands the zones in which Group Living uses are permitted. No Group Living use that was previously permitted shall be rendered nonconforming by this Ordinance.

Sec. 21-52. Reasonable Accommodation Procedure.

- (A) Purpose. The purpose of this Section is to establish a formal procedure by which persons with disabilities, and entities acting on their behalf, may request a modification or exception to any rule, policy, practice, or requirement of this Chapter when such modification is necessary to afford such persons equal opportunity to use and enjoy a dwelling, as required by the federal Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B), and the Colorado Fair Housing Act, CRS § 24-34-502. This Section shall be liberally construed to effectuate these statutory protections.
- (B) Applicability. Any person with a disability, or any entity acting on behalf of one or more persons with disabilities, may submit a written request for a reasonable accommodation under this Section with respect to any provision of this Chapter if the accommodation is sought in connection with a dwelling or the use of a dwelling. This Section applies regardless of whether a permit, variance, or other approval is pending. A request for reasonable accommodation does not require the filing of any other application as a prerequisite.

- (C) Application. A request for reasonable accommodation shall be submitted in writing to the City Administrator on a form prescribed by the City Administrator. The form shall request, at minimum: (1) the name, address, and contact information of the applicant; (2) the address of the property for which the accommodation is requested; (3) the specific provision of this Chapter from which an accommodation is requested; (4) the nature of the accommodation requested; and (5) the reason the accommodation is necessary due to a disability of the person(s) who will benefit from the accommodation.
- (D) Information Regarding Disability. The City Administrator may request only such information regarding disability as is necessary to verify that the applicant or the persons on whose behalf the application is filed have a disability within the meaning of the FHA and the Colorado Fair Housing Act and to evaluate the disability-related need for the requested accommodation. The City shall not require an applicant to disclose the specific diagnosis or nature of any disability, nor to provide medical records, if the disability and the functional limitations giving rise to the need for accommodation can be verified by other reliable means. All information provided in connection with a request for reasonable accommodation shall be treated as confidential to the extent required by state and federal law and shall not be disclosed to third parties or made part of any public hearing record without the written consent of the applicant.
- (E) Administrative Review. The City Administrator, or the City Administrator's designee, shall review and decide requests for reasonable accommodation at the staff level, without referral to the Planning Commission, City Council, Variance Board, or any other public body, unless the applicant specifically requests a public hearing. Staff-level review is preferred to protect applicants from public stigmatization inconsistent with the FHA. The City Administrator shall issue a written decision within thirty (30) days of receipt of a complete application, unless the applicant and the City Administrator agree in writing to a longer period. The written decision shall state: (1) whether the applicant or persons on whose behalf the application is filed have a qualifying disability; (2) whether the requested accommodation is reasonable; (3) whether the accommodation is necessary to provide the applicant or such persons equal opportunity to use and enjoy a dwelling; and (4) the decision to grant or deny the request, with specific findings.
- (F) Interactive Process. Before issuing a denial of a reasonable accommodation request, the City Administrator shall make reasonable efforts to engage in an interactive process with the applicant to discuss whether alternative or modified accommodations might effectively address the applicant's disability-related need. The City Administrator shall document this interactive process in the written decision. Failure to engage in the interactive process where disability and need are reasonably apparent may constitute a failure to accommodate under the FHA.
- (G) Standard of Review. A reasonable accommodation shall be granted if the City Administrator finds that: (1) the person or persons on whose behalf the request

is made have a disability within the meaning of the FHA or the Colorado Fair Housing Act; (2) the requested accommodation is necessary to afford such person or persons equal opportunity to use and enjoy a dwelling; and (3) granting the accommodation would not impose an undue financial or administrative burden on the City, would not require a fundamental alteration of the City's land use regulatory scheme, and would not constitute a direct threat to the health or safety of other individuals. The burden of demonstrating that a requested accommodation is unreasonable, unnecessary, or an undue burden shall rest with the City.

(H) Conditions. The City Administrator may impose reasonable conditions on an approved accommodation, provided such conditions are narrowly tailored to legitimate public health, safety, or zoning interests and are reasonably related to the specific circumstances of the request. Conditions shall not be based on generalizations, stereotypes, or neighborhood opposition relating to the disability of the person or persons to be benefited by the accommodation.

(I) Appeal. An applicant aggrieved by a decision of the City Administrator on a request for reasonable accommodation may, within thirty (30) days of the date of the written decision, file a written notice of appeal with the City Clerk. Upon receipt of a timely notice of appeal, the City shall schedule a de novo hearing on the matter before the City Planning Commission as soon as practical, but in no event later than forty-five (45) days after the written appeal is filed. The Planning Commission shall issue a written decision within sixty (60) days of the hearing. Timely filing of a notice of appeal shall stay any enforcement action based on the matter that is the subject of the accommodation request, pending the Planning Commission decision.

(J) Fees. No application fee shall be charged for a reasonable accommodation request filed pursuant to this Section.

(K) Relationship to Other Approvals. An approved reasonable accommodation shall operate as a modification to or exception from the applicable provisions of this Chapter for the specific use and property identified in the application. An approved accommodation shall be recorded with the Clear Creek County Clerk and Recorder and shall run with the property unless the City Administrator's written decision specifies otherwise. An approved accommodation does not exempt the applicant from any requirement of this Chapter that is not the subject of the accommodation request.

(L) Judicial Review. Any person aggrieved by a final decision of the Planning Commission on a reasonable accommodation request may seek judicial review in the District Court for Clear Creek County pursuant to C.R.C.P. Rule 106(a)(4), or may pursue any available remedy under the federal Fair Housing Act, the Americans with Disabilities Act, or the Colorado Fair Housing Act.

Section 4. Table 21-127-1 of the Code, set forth under Code Section 21-127, is hereby amended by amending the "Group Living" rows of the "RESIDENTIAL USES" category as follows:

Table 21-127-1 (Excerpt - Group Living parking standards, as amended)		
<i>Use Category</i>	<i>Use Type</i>	<i>Number of spaces required</i>
Group Living ¹	<u>Community Residential Home; Group Home for the Aged; Group Home for Persons with Behavioral or Mental Health Disorders; Individual Residential Services and Supports Setting (all sizes)</u>	1.25 per efficiency unit 1.5 per one-bedroom unit 1.5 per two-bedroom unit 800 SF or less 1.75 per two-bedroom unit over 800 SF
	<u>Small group home (up to 8)</u>	1.75 per three-bedroom unit 900 SF or less
	<u>Large group home (more than 8)</u>	2.5 per three-bedroom unit over 900 SF
	<u>Recovery Residence (all sizes)</u>	<u>Number of spaces required is the same as required of a single-family dwelling or multi-family dwelling of equivalent size and configuration in the same zone district.</u>

Footnote 1: The parking standards for Group Living uses shall be applied on the same terms as the corresponding standards are applied to other residential uses of similar size and type. The City shall not impose more burdensome parking requirements on any Group Living use than are imposed on other residential uses of like size in the same zone district. Where a Group Living use is functionally equivalent to a single-family dwelling (i.e., the home operates as a normal household unit with residents sharing common living spaces), the parking standard for a single-family detached dwelling shall apply. The City Administrator may grant a parking reduction for any Group Living use upon a showing that the functional characteristics of the use, including the absence of private vehicles among residents, support a reduced parking requirement.

Section 5. 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 6. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10th day of August 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 15th day of September 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Ordinance #17, Series 2026
MEETING DATE: September 15, 2026, Regular Meeting

BACKGROUND

Idaho Springs has existing regulatory standards in the Idaho Springs Municipal Code (ISMC) concerning group homes, which the ISMC defines as:

***Group Home.* An institution, place, building, or agency providing for a period exceeding twenty-four (24) consecutive hours accommodation, board, personal assistance, and other essential daily living activities to individuals not related to the administrator or owner thereof, who by reason of illness, disease, or physical or mental infirmity are unable to sufficiently or properly care for themselves but who do not require the services of a registered or licensed practical nurse except on an emergency basis.**

The ISMC currently allows group homes as a by-right use in the R-E, R-1, and R-3 zone districts. The city's attorneys have realized that the ISMC is out of compliance with current state and federal regulations on the subject, and have let city staff know that a code amendment is needed to get into compliance.

The General Assembly of the State of Colorado has declared, in CRS § 31-23-301(4), that a statutory or home rule municipality shall not enact an ordinance prohibiting the use of a state-licensed group home for either persons with intellectual and developmental disabilities or behavioral or mental health disorders that serves not more than eight persons and appropriate staff as a residential use of property for zoning purposes, and that the phrase "residential use of property for zoning purposes" expressly includes all forms of residential zoning, specifically including single-family residential zoning.

The General Assembly has further declared, in CRS § 31-23-303(2), that the establishment of state-licensed group homes for persons with intellectual and developmental disabilities, group homes for the aged for persons 60 years of age or older, state-licensed group homes for persons with behavioral or mental health disorders, and recovery residences for persons in recovery from substance use disorders are each matters of statewide concern, and that each constitutes a residential use of property for zoning purposes.

The General Assembly has further declared in CRS § 31-23-303(2)(b.7) that recovery residences, as defined in CRS § 27-80-129(1)(b), are a residential use of property for zoning purposes and are subject only to the regulations of like dwellings in the same zone, reflecting the state's policy to encourage, promote, and assist persons who are in recovery from substance use disorders to live in residential neighborhoods.

Individual residential services and supports settings for persons with intellectual and developmental disabilities must be treated as residential property in the application of all local regulations, including zoning, land use development, fire and life safety, sanitation, and building codes, and that local governing authorities shall not impose additional regulations on such settings that do not apply to other residential properties. HB26-1147, goes further, expressly prohibiting local governing authorities from imposing additional regulations on individual residential services and supports settings that do not apply to other residential properties.

The federal Fair Housing Act (FHA) is also relevant, as local zoning codes are not exempt from FHA requirements.

PROPOSED CHANGES:

Proposed changes include a revision to the existing definition of a Group Home, to be replaced with a definition for a Community Residential Home. The code amendment would also add definitions for a Group Home for the Aged, a Group Home for Persons with Behavioral or Mental Health Disorders, Individual Residential Services and Supports Setting (IRSS Setting), and a Recovery Residence.

The amendment would also change Use Table 21-50-1 to allow these newly defined uses in all residential zone districts.

The amendment would further create group home standards that are greatly expanded as compared to what the ISMC has in place now, which is meant to ensure that any proposed group home meets state licensure prerequisites, establishes standards that regulate

any residential use (setbacks, height, lot coverage, architectural design, parking standards, etc.), and establishes review procedures and standards that the city must meet. Administrative review would be required except in cases where any other residential use would require a public process. For example, if a multifamily group home is proposed, this would go through the city's Final Development Plan (FDP) process, as is required for any multifamily residential building. This ensures that while the use(s) are clearly allowed, they still must meet the standards that we would expect to see for any other residential development.

The amendments would still give the city authority over this use, as a proposed group home operation would need to comply with all the rules and regulations established in the ISMC and other city requirements already existing for residential homes. All group homes must also go through relevant state and/or federal permitting and licensing requirements before they can be established, which ensures that the city is protected from unauthorized group homes.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed this application at their September 2, 2026, Regular Meeting. At this meeting, the Planning Commission unanimously recommended that this code amendment be adopted, with no recommended changes or conditions from what was proposed.

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: September 15, 2026
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Attended on August 20 the periodic City and County Managers Forum sponsored by the Denver Regional Council of Governments.
- Attended on August 20 the monthly coordination meeting with HDR Engineering, the Colorado Department of Transportation, and the Federal Highway Administration regarding the Mobility Hub project.
- Attended on August 25 a site walk with Xcel Energy and HDR Engineering regarding the Mobility Hub project and undergrounding power lines near the train at City Hall.
- The Mayor and I met on August 26 with a consultant about potential geothermal energy projects.
- The Mayor, staff and I met on August 26 with representatives of Central City regarding design of the new roundabout at the Hidden Valley and Central City Parkway exit of I-70.
- The Mayor, City Attorney, Guy, Dylan, and I met on August 26 regarding a land banking option for the affordable senior housing project.
- JVA Engineering and I met on August 31 to finalize a letter of intent to apply for a grant for additional funding related to the Chicago Creek Waterline project.
- The Mayor and I met on August 31 with the department heads to review their operations and to discuss their 2027 budget requests.
- The Mayor, Guy, Dylan and I attended on August 31 the Affordable Housing Forum sponsored by the Clear Creek Regional Housing Authority.
- The Mayor, Guy and I attended on September 1 the Board of County Commissioners meeting in Georgetown to receive a CPR Award.
- Staff and I attended on September 1 with HDR Engineering the bi-weekly progress meeting for the Mobility Hub Project.
- The Mayor, Lindsey Valdez with the Clear Creek Economic Development Corporation, and I attended on September 3 in an interview regarding the City's application for the Rural Technical Assistance Program through the Colorado Office of Economic Development and International Trade.
- The Mayor and I attended on September 8 the monthly Mayors and Commissioners meeting.

Upcoming Events:

- A City Council work session will be held on Tuesday, September 22 at 5:30 p.m.



Office of the Deputy City Clerk

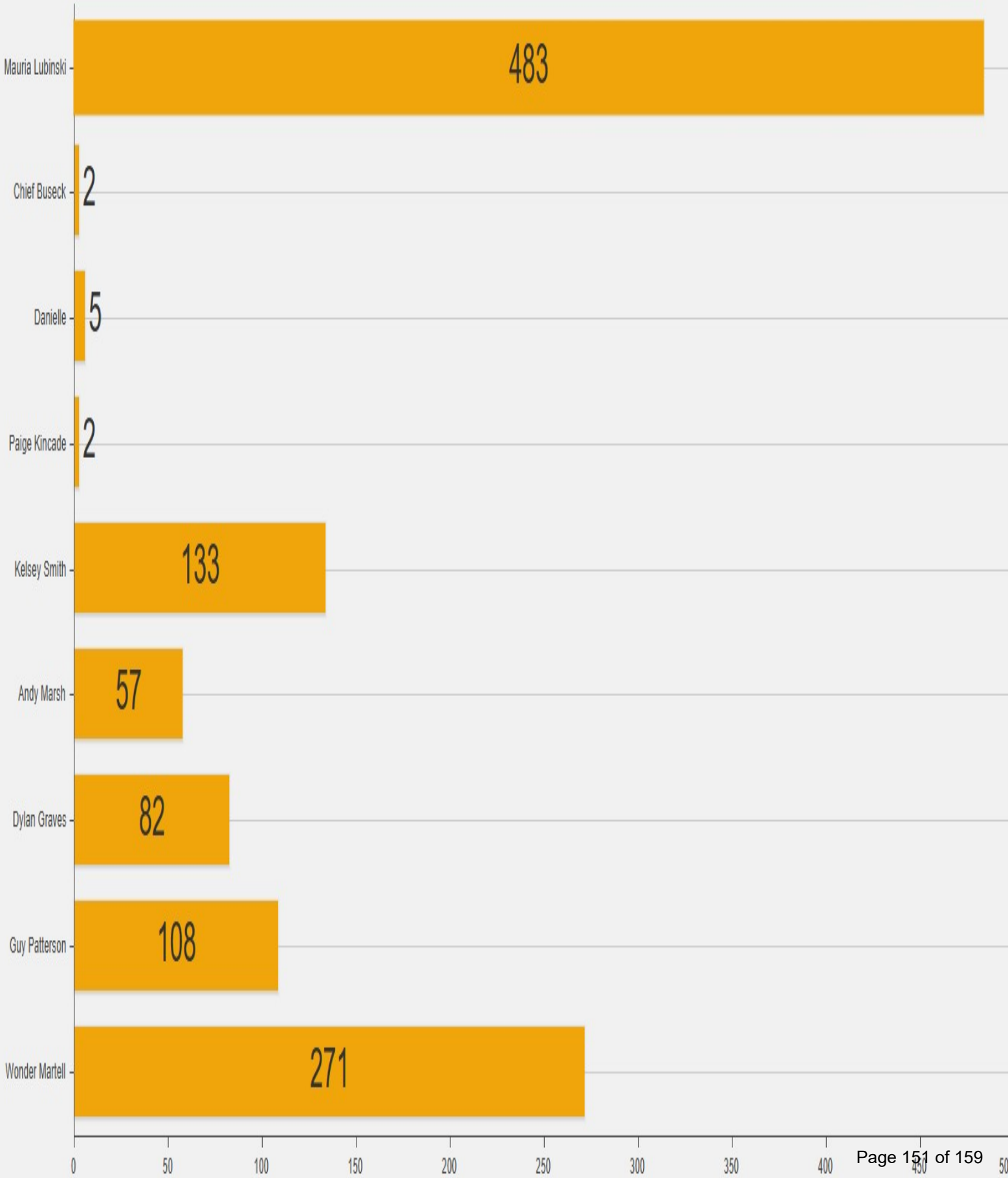
To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: September 9th, 2026
Subject: Staff Report Regular Meeting

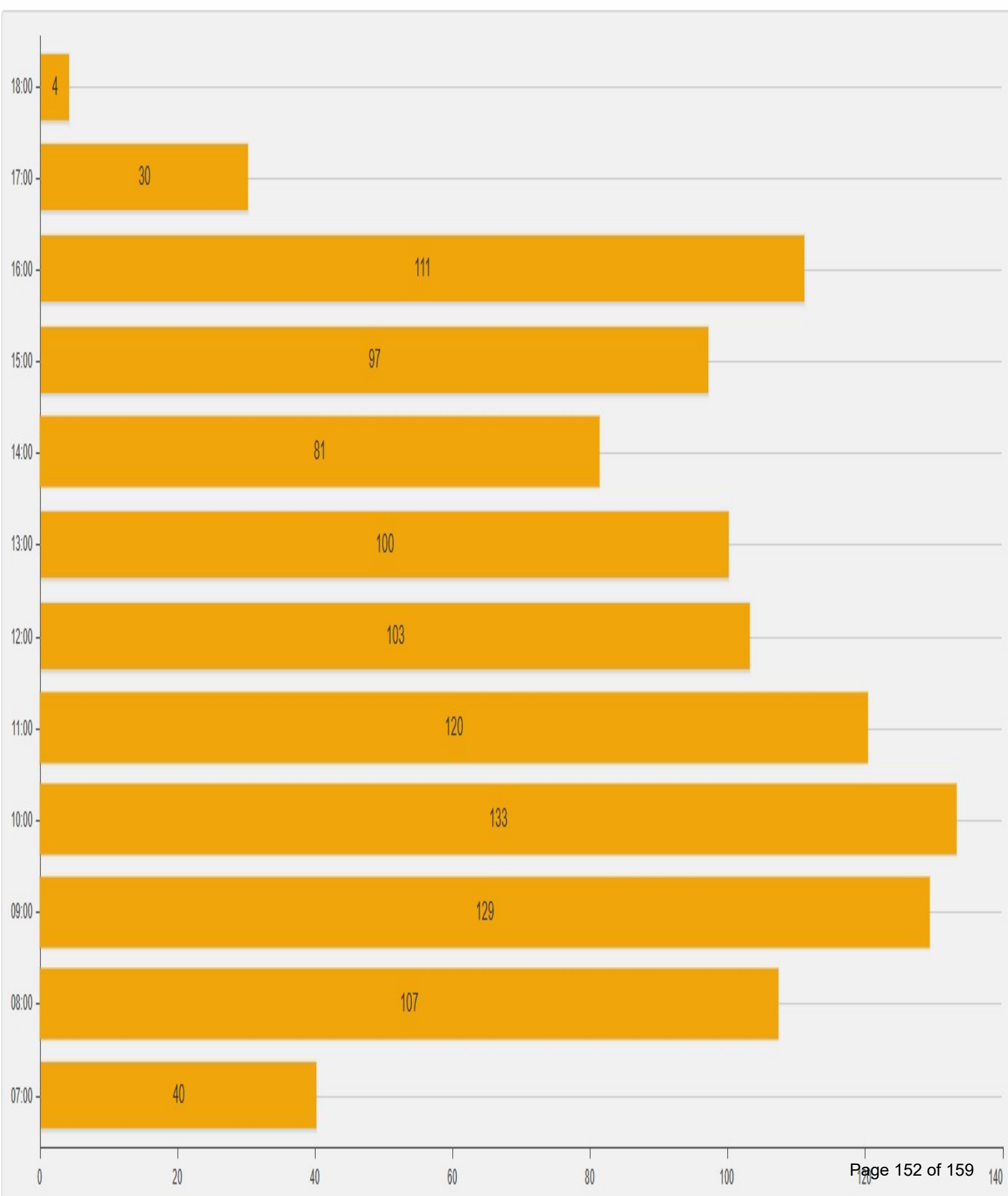
- ✓ Building Permit Report August 2026.
- ✓ Phone Log data August 2026. City hall processed 1055 phone calls during the 17 working days of August. This data also shows how many calls we get by the hour of the day.
- ✓ July 2026 Sales Tax report
- ✓ July 2026 ROBUST sales tax report
- ✓ One of our alternates on Planning Commission has resigned so we now have an opening for an alternate on the Planning Commission!

Permits Details

Permit Acceptance Date: 08-01-2026 - 08-31-2026

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submittal Status	Plan Review Status	Submittal Name	Disciplines	Plans Examiner	Submittal #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid
	Permit Type Permit Status		Commercial Roof - Asphalt Completed																		
08/12/2026	1502 Miner Street, Idaho Springs	26IDSP-00069	Marcus Lindala Roofing	Commercial One Stop	08/12/2026	08/14/2026				Completed								No	\$5,000.00	\$175.00	\$175.00
Count: 1																				Total: \$5,000.00	
Count: 1																				Total: \$5,000.00	
	Permit Type Permit Status		Replacement Windows Completed																		
08/13/2026	1922 Virginia Street, Idaho Springs	26IDSP-00071		One Stop	08/13/2026	08/28/2026				Completed								No	\$10,000.00	\$250.00	\$250.00
Count: 1																				Total: \$10,000.00	
	Permit Status		In Progress																		
08/13/2026	235 Lamertine Place, Idaho Springs	26IDSP-00070	Champion Window Co of Denver	One Stop	08/19/2026					In Progress								No	\$6,869.00	\$203.04	\$203.04
Count: 1																				Total: \$6,869.00	
Count: 2																				Total: \$16,869.00	
	Permit Type Permit Status		Residential Roof - Asphalt In Progress																		
08/19/2026	346 Colorado Boulevard, Idaho Springs	26IDSP-00072	1st Colorado Roofing, LLC	Residential One Stop	08/19/2026					In Progress								No	\$5,114.00	\$176.71	\$176.71
Count: 1																				Total: \$5,114.00	
Count: 1																				Total: \$5,114.00	
	Permit Type Permit Status		Water Heater Completed																		
08/24/2026	235 Lamertine Place, Idaho Springs	26IDSP-00073	Blue Sky Plumbing & Heating	One Stop	08/24/2026	09/02/2026				Completed								No	\$2,880.00	\$118.20	\$118.20
Count: 1																				Total: \$2,880.00	
Count: 1																				Total: \$2,880.00	
Total Permits: 5																				Valuation Total: \$29,863.00	





Time Frame	Categories	Amount	E	W	East or West
January-26	Food/Beverage	\$172,660.35	\$101,223.30	\$71,437.05	
	Retail/Service	\$25,331.77	\$8,342.51	\$16,989.26	
	Gas/Convenience	\$14,663.58	\$13,060.78	\$1,602.80	
	Remote Sales/Home Delivery	\$32,627.75	N/A	N/A	
	Construction/Building	\$21,480.27	N/A	N/A	
	Utilities	\$25,102.99	N/A	N/A	
	Lodging	\$13,044.51	N/A	N/A	
	Other	\$24,724.17	N/A	N/A	
	Total	\$329,635.39	\$122,626.59	\$90,029.11	East \$32,597.48

Time Frame	Categories	Amount	E	W	
February-26	Food/Beverage	\$181,820.46	\$111,414.20	\$70,406.26	
	Retail/Service	\$31,738.06	\$11,041.87	\$20,696.19	
	Gas/Convenience	\$40,874.78	\$16,177.47	\$24,697.31	
	Remote Sales/Home Delivery	\$37,823.82	N/A	N/A	
	Construction/Building	\$26,317.60	N/A	N/A	
	Utilities	\$20,376.85	N/A	N/A	
	Lodging	\$14,521.17	N/A	N/A	
	Other	\$30,060.34	N/A	N/A	
	Total	\$383,533.08	\$138,633.54	\$115,799.76	East \$22,833.78

Time Frame	Categories	Amount	E	W	
March-26	Food/Beverage	\$205,956.88	\$108,071.80	\$97,885.08	
	Retail/Service	\$37,530.74	\$10,501.01	\$27,029.73	
	Gas/Convenience	\$31,752.22	\$17,956.37	\$13,795.85	
	Remote Sales/Home Delivery	\$43,020.00	N/A	N/A	
	Construction/Building	\$26,585.08	N/A	N/A	
	Utilities	\$19,178.52	N/A	N/A	
	Lodging	\$18,265.41	N/A	N/A	
	Other	\$27,765.39	N/A	N/A	
	Total	\$410,054.24	\$136,529.18	\$138,710.66	West \$2,181.48

Time Frame	Categories	Amount	E	W	
April-26	Food/Beverage	\$145,229.12	\$94,012.18	\$51,216.94	
	Retail/Service	\$24,713.75	\$9,193.44	\$15,520.31	
	Gas/Convenience	\$25,054.19	\$13,643.83	\$11,410.36	
	Remote Sales/Home Delivery	\$39,935.79	N/A	N/A	
	Construction/Building	\$15,124.11	N/A	N/A	
	Utilities	\$15,690.23	N/A	N/A	
	Lodging	\$19,081.86	N/A	N/A	
	Other	\$23,426.79	N/A	N/A	
	Total	\$308,255.84	\$116,849.45	\$78,147.61	East \$38,701.84

Time Frame	Categories	Amount	E	W	
May-26	Food/Beverage	\$174,398.11	\$100,655.10	\$73,743.01	
	Retail/Service	\$48,512.27	\$19,063.83	\$29,448.44	
	Gas/Convenience	\$28,918.10	\$15,418.55	\$13,499.55	
	Remote Sales/Home Delivery	\$35,638.50			
	Construction/Building	\$22,055.26			
	Utilities	\$15,071.57			
	Lodging	\$22,565.75			
	Other	\$27,566.13			
	Total	\$374,725.69	\$135,137.48	\$116,691.00	East \$18,446.48

Time Frame	Categories	Amount	E	W	
June-26	Food/Beverage	\$237,015.10	\$125,780.60	\$111,234.50	
	Retail/Service	\$54,912.38	\$19,508.00	\$35,404.38	
	Gas/Convenience	\$34,445.80	\$18,163.32	\$16,282.48	
	Remote Sales/Home Delivery	\$44,359.48	N/A	N/A	
	Construction/Building	\$17,863.16	N/A	N/A	
	Utilities	\$16,167.28	N/A	N/A	
	Lodging	\$32,982.97	N/A	N/A	
	Other	\$58,092.83	N/A	N/A	
	Total	\$495,839.00	\$163,451.92	\$162,921.36	East \$530.56

Time Frame	Categories	Amount	E	W	
July-26	Food/Beverage	\$264,918.10	\$137,897.30	\$127,020.80	
	Retail/Service	\$69,545.79	\$19,748.00	\$49,797.79	
	Gas/Convenience	\$35,054.43	\$16,284.35	\$18,770.08	
	Remote Sales/Home Delivery	\$45,705.58			
	Construction/Building	\$15,189.45			
	Utilities	\$17,624.21			
	Lodging	\$38,067.58			
	Other	\$31,679.36			
	Total	\$517,784.50	\$173,929.65	\$195,588.67	West \$21,659.02

FOOD/BEVERAGE

RETAIL/SERVICE

GAS/CONVENIENCE

REMOTE SALES/HOME DELIVERY

CONSTRUCTION/BUILDING

UTILITIES

LODGING

OTHER

Restaurants, liquor stores, grocery, fast food

This category includes retail shops, hardware/general stores, Art , clothing, jewelry.

Gas stations, conveneient stores

Pet Supplies, Grocery delivery, personal home delivery, remote sellers

Building supplies and services. None located inside th City of Idaho Springs

Cable providers, phone providers and energy providers.

Hotel, Motel, Short Term Rental, Employee Housing

Leasing, financial, beauty, pharmaceutical, marijuana

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	\$357,076.65	\$329,635.39	-7.68%	-7.68%	329,635.39	357,076.65
Feb	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	\$363,464.19	\$383,533.08	5.52%	-1.02%	713,168.47	720,540.84
Mar	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93	\$402,360.50	\$400,737.88	\$410,054.24	2.32%	0.17%	1,123,222.71	1,121,278.72
April	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49	\$310,527.71	\$341,153.02	\$308,255.84	-9.64%	-2.12%	1,431,478.55	1,462,431.74
May	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09	\$346,473.76	\$356,129.94	\$374,725.69	5.22%	-0.68%	1,806,204.24	1,818,561.68
June	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74	\$471,665.00	\$492,710.42	\$495,839.00	0.63%	-0.40%	2,302,043.24	2,311,272.10
July	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21	\$549,871.19	\$562,470.38	\$517,784.50	-7.94%	-1.88%	2,819,827.74	2,873,742.48
August	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55	\$477,026.41	\$472,389.49		-100.00%	-15.73%	2,819,827.74	3,346,131.97
Sept	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60	\$432,939.99	\$440,768.36		-100.00%	-25.54%	2,819,827.74	3,786,900.33
Oct	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75	\$386,269.67	\$418,223.69		-100.00%	-32.94%	2,819,827.74	4,205,124.02
Nov	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	\$307,835.28	\$317,611.72		-100.00%	-37.65%	2,819,827.74	4,522,735.74
Dec	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	\$408,265.72	\$395,977.36		-100.00%	-42.67%	2,819,827.74	4,918,713.10
Total	\$2,332,603.35	\$2,483,993.40	\$2,710,285.40	\$2,996,152.60	\$2,952,803.29	\$3,662,261.52	\$3,831,640.78	\$4,748,395.34	\$4,808,143.64	\$4,918,713.10					
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00						
% of Bud	118.41%	105.95%	106.83%	116.08%	98.35%	121.98%	100.83%	92.65%	91.17%	#DIV/0!					



Idaho Springs Police Department

3000 Colorado Blvd. ★ Post Office Box 907

Idaho Springs, CO 80452

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

<https://www.idahospringsco.com/police-department>

To: Chuck Harmon, Mayor
City Council
From: Nate Buseck, Chief of Police
Date: September 09, 2026
Subject: Staff Report for September 15, 2026

Request for Action: None

Chief Buseck Attended:

08/24/26	-	Staff meeting about Court Clerk Duties
08/25/26	-	Dept. Heads
08/31/26	-	ISPD Budget discussion meeting, Mayor and Andy
09/01/26	-	E-citation meeting, internal
09/08/26	-	Clear Creek Advocates Board
	-	Meeting with Andy
	-	Juvenile Community Review Board
09/09/26	-	LPR meeting
09/10/26	-	CCHAT/LE Connect meeting
09/15/26	-	Jeffcom 911, Law OPS meeting

Code Enforcement:

- Addressing abandoned vehicles and parking complaints
- Has issued **195** parking tickets, **71** of which were for expired registration on city streets.

Staffing:

- ISPD has temporarily frozen one patrol position until 2027. ISPD has one vacant Sergeant position and is accepting applications from both external and internal candidates.
- One civilian staff member has assumed the duties of Municipal Court Clerk, with additional support from City Hall staff.

Training:

08/24-08/28: One Officer attended Rifle Instructor Course (Broomfield, CO)

09/01-09/03: One Sgt attended Bone ID and Forensic Recovery Training (Aurora, CO)

09/10/2026: One Civilian Staff Member will attend Superior Municipal Court, shadowing (Superior, CO)

Upcoming Training:

09/14/26-09/18/26: Two officers will attend Handgun Instructor Course (Thornton, CO)

09/16-09/17: One Civilian Staff Member will attend N.I.B.R.S. training (Georgetown, CO)

09/24/2026: One Civilian Staff Member will attend Municipal Court Clerk Training (Littleton, CO)

Significant Incidents:

On August 27, 2026, ISPD officers responded to the 200 block of Fall River Road to assist a Clear Creek County resident whose husband was found unconscious. Upon arrival, officers located the male and immediately began life-saving measures. The Clear Creek County Coroner responded to the scene and pronounced the male deceased. No foul play is suspected, and the death appears to have been from natural causes.

Between August 29 and September 1, 2026, ISPD officers contacted three drivers along the I-70 corridor who were suspected of driving under the influence of alcohol. All three drivers were either cited or arrested for DUI-related offenses and charged with additional traffic violations, including speeding 20+ mph over the posted limit in the construction zone, open container violations, and careless driving.

On September 2, 2026, at approximately 10:00 a.m., ISPD responded to a reported carjacking involving a motel guest in the 2700 block of Colorado Boulevard. The suspect fled the area in the victim's vehicle and was later located in Lincoln County, Nebraska, where he was taken into custody following a short pursuit. William Williams of Westminster, Colorado, was arrested and charged with Aggravated Robbery, Second-Degree Motor Vehicle Theft, First-Degree Criminal Trespass, Reckless Endangerment, Careless Driving Causing Bodily Injury, and Driving While License Revoked as a Habitual Offender.



City of Idaho Springs Water Quality
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL

FROM: Edward Sigward

DATE: 9/15/2026

Re. STAFF REPORT PUBLIC WORKS / WATER FACILITIES

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	6	9	0.24	17.6	0.84

- Continued repairs on R#1 – Air leak test found another failure – pumping out to fix, parts on hand.

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAAS Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.98)	<60	<80
Current	1.1			Demand 2.00	32.65	37.87

- Montane Tank Construction – New tank is online and pumps installed. Substantial completion and punch list walk scheduled.
- Clearlogix shutdown for season

Distribution/ Collection

- Locates

- Water meter repairs

Streets

- Weed removal from curb/ gutter
- Storm sewer cleanout
- Clean up Street light knocked down by Semi
- Sign repairs

Parks

- CRC sprinkler system leak repair
- Clean sediment from Little Bear diversion – Flush waterfall waterwheel line
- Weed management
- Move bolder for Mining days
- Mowing

Building/ Fleet Maintenance

- Komatsu loader service
- Aqua-jet repairs
- Cemetery tree stump removal

-----Original Message-----

From: Michael Anderson <m.and58@yahoo.com>

Sent: Wednesday, August 26, 2026 1:33 PM

To: Chuck Harmon, Mayor <mayor@idahospringsco.com>; Andrew Marsh, City Administrator <admin@idahospringsco.com>; Support ™ <jcurtis8729@msn.com>

Subject: Fire Authority Board

Sirs,

I feel that it is time for me to step away from the Board seat on the Fire Authority. I think it is time for some fresh perspective as the Authority finds its way through this next step. I will continue to attend meetings until a replacement can be found. Please let me know when you have appointed another person.

Sincerely,

Michael Anderson