



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
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NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, March 11, 2024 – 6:00 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY March 11th 2024 6:00 p.m.**

- ❖ Recreation in the Outdoors Management Plan (ROMP) presentation
- ❖ Special Events
- ❖ Utility Billing Update

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

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

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

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: March 11, 2024
SUBJECT: Recreation in the Outdoors Management Plan
ATTACHMENTS: None



SUMMARY

Clear Creek County has developed the Recreation in the Outdoors Management Plan (ROMP) to guide and coordinate future outdoor recreation management and planning within the county. City Staff has participated in this process throughout, giving consultant interviews to articulate priorities, and engaging in key stakeholder meetings. This proactive involvement underlines the City's commitment to shaping a coherent and unified approach to outdoor recreation that benefits the entire community.

Amy Saxton, the County's Director of Strategic and Community Planning will be giving a presentation that aims to provide a comprehensive overview of the plan's objectives, strategies, and anticipated outcomes. Clear Creek County is requesting the City Council's formal endorsement of the ROMP, either through official adoption or via a resolution expressing solid support for its execution.

ROMP OVERVIEW

The ROMP serves as a strategic blueprint for the sustainable management of outdoor recreation within Clear Creek County, with the following key components:

- **Aligning Vision:** Establishing a shared vision among Clear Creek County, its municipalities, and stakeholders that outdoor recreation enriches local communities and welcomes a diverse range of visitors in a way that protects and enhances the area's natural and cultural resources for the long term.
- **Establishing Priorities:** The ROMP identifies specific areas of focus to guide future outdoor recreation management efforts. These priorities include trail systems evaluation and improvement, river access and recreation management, destination and visitor management, and the planning of the recreation economy to ensure it supports local communities while preserving the environment.
- **Creating Capacity:** The plan outlines steps to build organizational and community capacity to implement the ROMP. This includes forming partnerships, securing funding, and developing resources to support the plan's goals and priorities.
- **Interagency Collaboration:** Highlighting the importance of collaboration among various agencies and organizations, including city and county governments, state agencies like Colorado Parks & Wildlife, and federal agencies such as the U.S. Forest Service. This collaborative approach ensures a coordinated effort in managing outdoor recreation across jurisdictional boundaries.
- **Community Advisory Teams:** Leveraging the insights and perspectives of community members through advisory teams. These groups played a critical role in shaping the ROMP by providing local knowledge, preferences, and concerns regarding outdoor recreation.

- **Comprehensive Planning Process:** Detailing the iterative and inclusive planning process undertaken to develop the ROMP. This process included extensive community engagement, stakeholder meetings, and analysis of existing conditions and future needs related to outdoor recreation in Clear Creek County.
- **Conservation & Sustainability:** Emphasizing conservation and sustainability as central themes of the ROMP. The plan adopts a holistic approach to managing outdoor recreation that balances human enjoyment of the outdoors with the preservation of natural habitats, wildlife, and cultural resources.
- **Adaptive Management Framework:** Introducing an adaptive management approach that allows for ongoing assessment and responsive adjustments to recreation management practices based on changing conditions, emerging challenges, and new opportunities. This framework ensures that the ROMP remains relevant and effective over time.
- **Economic Considerations:** Recognizing the role of outdoor recreation in supporting the local economy while also addressing the need for economic development to be sustainable and aligned with community values and environmental conservation goals.

These components form the foundation of the ROMP, guiding Clear Creek County and its partners towards a future where outdoor recreation serves as a vehicle for community enrichment, economic development, and environmental stewardship.

INTERSECTION WITH CITY COMPREHENSIVE PLAN

The Recreational Outdoor Master Plan (ROMP) aligns with and supports several key elements of the City of Idaho Springs Comprehensive Plan, reinforcing the City and Region's collective vision for sustainable development, enhanced community well-being, and the promotion of Idaho Springs as a prime destination for outdoor recreation and heritage tourism. This alignment is evident in multiple facets:

- **Enhancing Quality of Life through Recreation:** The ROMP's focus on expanding and improving recreational facilities dovetails with the comprehensive plan's goal to provide a quality system of recreational facilities, parks, trails, and pathways. Together, these efforts aim to enrich the community's quality of life by offering diverse opportunities for physical activity, relaxation, and connection with nature.
- **Sustainable Development and Environmental Stewardship:** Both plans emphasize the importance of environmental conservation and sustainable development practices. The ROMP's commitment to minimizing environmental impact in recreational development supports the comprehensive plan's objectives to preserve water quality, protect from environmental hazards, and manage natural resources responsibly.
- **Economic Development through Outdoor Recreation:** The ROMP positions outdoor recreation as a key driver for economic growth, aligning with the comprehensive plan's strategy to leverage the city's natural and historic resources for economic development. By enhancing outdoor recreational offerings, the city can attract more visitors and tourism-related investment, contributing to the vibrancy of local businesses and the overall economy.

- **Connectivity and Accessibility:** The emphasis on improving connectivity and accessibility in outdoor recreational spaces under the ROMP complements the comprehensive plan's transportation and infrastructure goals. Enhancing trail networks and access to recreational areas not only promotes physical activity but also ensures that residents and visitors of all abilities can enjoy the natural beauty of Idaho Springs.
- **Preservation of Historic and Cultural Resources:** Both plans recognize the intrinsic value of the city's historic and cultural resources. The ROMP's integration of recreational development with the preservation of these resources aligns with the comprehensive plan's commitment to celebrating and conserving Idaho Springs' rich heritage, further enriching the recreational experience.

Miner Street Market Activation Plan 2024:

The Miner Street Market has supported and benefited the businesses in our community, it has helped increase sales tax as well as provided a safe place for our community to gather. We received excellent feedback from the community at large in support of the Market activation as it adds value for our residents and visitors.

The Chamber would like to suggest that if a business would like to activate the street space in front of their business they should be required to be a member of The Chamber to help pay for and support the management and activation of the Miner Street Marketplace. (City Council would need to approve)

We would like to create more firm design standards to the Marketplace- Design of patio spaces must be submitted to The Chamber and City staff for approval. (suggestions)

The Chamber would like to work with the City and businesses not on Miner to activate spaces on Miner not activated. We also would like to have an activation on the street geared towards kids, climbing wall, "playground"

Closing to Traffic Week of May 6th

Street Cleaning 6th & 7th

Set-up of Outdoor Areas: May 8th-10th (Mother's Day May 12th)

- Sponsored Street Picture Opportunities (Great for Instagram)
- Having non-competitive vendors on Miner 1x per month TBD

Events Currently Scheduled

- Clear Creek Clean Up-County Wide Day of Service with Rotary & River Clean Up Event
 - May 18th, music, beer, promotions
 - Work with Raft Companies
 - TK
 - Rotary
- Skate Day Pop-up Event-May 25th-
 - Potential closing of 16th-Waiting to hear from Rec
- FurrLing Fest June 1st (open carry Event all of Miner)
 - Summer Kick Off
 - Beer Festival
 - Fundraiser for Charlie's Place & Casa
 - Vendors on Miner
 - Kids Activity (bounce house, Rec?)
- Music on Miner each block will be activated full schedule to follow- Music starting June 4th
 - Music Days will be decided ASAP
- Cornhole: Friday nights 6pm-8pm (open carry Event)-
 - Signs need to be posted according to the CODA
 - Signs provided by the City
 - Cornhole Manager Responsible for posting Signs
 - Cornhole will rotate by block-
 - Schedule Starts 6/7 ends August
- Skate Day Pop-up Event-June 20th or 22nd-
 - Potential closing of 16th-Waiting to hear from Rec

- 4th of July-1st Open Container Event from 17th-14th
 - NO beer or food tents in the Park
 - Extra Parking and Shuttle-Rec Center
 - Music in process of being booked
 - Stage Rental (ASAP)
- Skate Day Pop-up Event-July 6th-
 - Potential closing of 16th-Waiting to hear from Rec
- 9-11 Heroes Parade on Miner
- Spooky Season on the Market 10/1
 - Fall Decoration Contest (City-wide) Idaho Springs Prize Pack
 - Contest on Instagram & Nomination forms turned in at participating locations
 - Pumpkin on Water Wheel- Public Works will place 10/1
- Halloween Parade and Trunk or Treat Monday 10/31

Miner Street Breakdown: Nov 4th-5th

Miner Street Open to Traffic Nov 6th



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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, March 11, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the March 11, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from February 26, 2024
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to March 11, 2024
8. **PUBLIC COMMENT**
 - a) Duke Bradford - AVA Rafting and Zipline
9. **UNSCHEDULED PUBLIC COMMENT**
10. **CITY BOARD APPOINTMENTS**
11. **LIQUOR LICENSING AUTHORITY**
12. **FINANCE OFFICER**
13. **RESOLUTIONS**
 - a) Resolution #4, Series 2024 A Resolution of the City Council of Idaho Springs, Colorado supporting the exploration and potential formation of a multi-jurisdictional housing authority (MJHA) in Clear Creek County that aligns with the city's strategic housing goals and objectives.
 - b) Resolution #5, Series 2024 A Resolution Approving the Virginia Canyon Mountain Park (VCMP) Master Plan Addendum #2.
14. **ORDINANCE FIRST READING**
 - a) Ordinance # 8, Series 2024, An Ordinance Approving A Lease And Purchase Option Agreement For That Certain Real Property Known As 1856 Colorado Boulevard, Idaho Springs, Colorado.
 - b) Ordinance # 9, Series 2024, An Ordinance Approving A Lease And Purchase Option Agreement For That Certain Real Property Described As Idaho Springs Pt Graham Placer #840, Idaho Springs, Colorado.
15. **ORDINANCE SECOND READING**
 - a) Ordinance #6, Series 2024, An Ordinance Approving the Conditional Conveyance of Property known as Lot 3 of the Block 57/Former Golddigger Field Subdivision.
16. **CITY ATTORNEY**
17. **CITY ADMINISTRATOR**
 - a) Staff report submitted with no requests for action.
18. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** – Staff report submitted with two requests for action.
 1. Move to approve the construction of a Corkscrew Exit Feature in the Virginia Canyon Mountain Park in the amount of \$21,000.00 from line item #21-00-6024 Park Improvements.
 2. Move to approve the construction of a new Equipment and Emergency Access Trail in the Virginia Canyon Mountain Park in the amount of \$49,000.00 from line item #21-00-6024 Park Improvements.

- b) **Community Development Planner** - Staff report submitted with no requests for action.
- c) **Deputy City Clerk** – Staff report submitted with no requests for action.
- 19. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action.
- 20. **PUBLIC WORKS DEPARTMENT**
 - a) Staff report submitted with no requests for action.
- 21. **WATER FACILITIES DEPARTMENT**
 - a) Staff report submitted with no requests for action.
- 22. **COMMITTEE REPORTS**
- 23. **CITY CLERK/TREASURER**
- 24. **MAYOR / COUNCIL**
- 25. **ADJOURN**
 - a) Next Work Session Monday March 25, 2024.
 - b) Next Regular Meeting on Monday, March 25, 2024

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

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

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

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date:

<https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf>. For remote Public Comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>.

You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

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

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
FEBRUARY 26, 2024**

The City Council of the City of Idaho Springs held a regular meeting on February 26, 2024, in the city council chambers. Mayor Harmon called the meeting to order at 7:04 p.m.

Answering the roll were: Mayor Chuck Harmon, Jeremy Jones, Scott Pennell, Kate Collier, Lisa Manifold, and Janine Mariani. Councilmember Jim Clark was present via Zoom. Also present were City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain, Deputy City Clerk Wonder Martell, Chief Nate Buseck and Water Facilities Superintendent Edward Sigward.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Manifold made a motion to approve the agenda for February 26, 2024. Councilmember Mariani seconded followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Jones moved to approve minutes from February 12th, 2024. Councilmember Collier seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Jones moved to approve the bills to February 26, 2024. Councilmember Mariani seconded. Councilmember Manifold had a question on the bill paid to A.D. Miller and asked if this was a regularly scheduled payment. City Administrator Andrew Marsh advised Ms. Manifold that A.D. Miller sends invoices to him, and bills are paid from those invoices. Second was followed by an all-in favor roll call vote.

PUBLIC COMMENT

Jhari Sander Riverside Townhome Association. Ms. Sanders advised council that in 2020 when the bike path was extended into their neighborhood is when the whole section of Riverside Drive was re done. Ms. Sanders mentioned that she had found an easement on the area dated in 2018. When Riverside Drive was redone, their trash area was ripped out as well as some of their fencing. Ms. Sanders stated that she come onto the Riverside Townhome Association in June 2020. Back in 2020 Ms. Sanders stated that she met with then Public Works Superintendent, John Bordoni a few times to discuss this issue. Since 2020, the grading that was done has caused inches of ice to build up and flow into people's garages. Ms. Sanders said that the Association has asked their plow contractor to try to plow away from the townhomes, that they have fixed the gutters to drain onto other areas and none of the things they have done have fixed this drainage and ice issue. Ms. Sanders mentioned city employee Chris Church and said he has been very helpful and has brought them ice melt, sand and has even helped try to remove the buildup of ice. Ms. Sanders said that there is no grade on Riverside Drive anymore, so the water and ice have nowhere to go.

Mayor Chuck Harmon interrupted the public comment to state that the usual process was that all public comments have a 3-minute time frame to speak and that there is no back and forth with public comment. Mayor Harmon stated that for this topic, he is going to allow for back and forth and eliminate the three-minute time frame for anyone who wanted to speak about this issue. Mayor Harmon said that he is ashamed to admit that he was not aware that this was happening, and he was pretty sure no one on council was aware of the extent of this problem either.

Ms. Sanders stated that the Association is responsible for the carports/garages and so when the ice builds up, they are responsible for the maintenance of them.

Mayor Harmon advised Ms. Sander that he wants to fully understand, and asked if it's true, that the water did not flow and freeze like that prior to the rebuilding of Riverside Drive. Ms. Sanders answered with no. Councilmember Collier asked staff if the entity that did this work was an outside company, and who did this project. Councilmember Jones stated that he can vouch that there is no slope on Riverside Drive, that the snow melts and refreezes, and that the road surface is higher. Councilmember Clark who attended via zoom, thanked the Mayor for the allowance of back and forth, and that this is not only happening on Riverside Drive. Mr. Clark said that the city needs to reach out to the contractor who did this work for Phase III which at the time was ACC. Mr. Clark said the grade is totally incorrect, and that the North side of Idaho Springs does not get any attention and that this is not a fair gig. Mayor Harmon agreed that this is serious.

UNSCHEDULED PUBLIC COMMENT

Donna Kirkwood 2801 Riverside Drive. Mrs. Kirkwood brought enlarged pictures of the ones already included in the packet and also added dates to these enlarged photos. Mrs. Kirkwood stated that 10 years ago they did not have drainage issues on Riverside Drive. To be specific, there is pooling into their garages, she can go out and shovel and use a sledgehammer to get rid of some of the ice buildup, and the next day its back and even worse. Mrs. Kirkwood mentioned that she and her husband are both in their 70's and if they fall, its not going to be a good time. Mrs. Kirkwood stated that there has been a solid sheet of ice in front of her garage that extends 5 to 6 feet out into Riverside Drive and that when she was shoveling ice one day, she almost shoveled ice into a bike rider. Mrs. Kirkwood said that they did not need drainage before the road was rebuilt. She said that they have a standing stock of ice melt and sand that they keep at home and into the car so they are able to enter and exit their home and vehicle safely.

Mayor Harmon advised Mrs. Kirkwood that he has noted the dates on the pictures she has brought up to the dais and asked how long of an area is this, like how many feet. Jhari Sander stated that it goes from 2800 Riverside to 2919 Riverside Drive.

Jefferson Lich 2915 Riverside Drive

Mr. Lich stated that the ice struggles to drain where the new asphalt was laid. He stated that there used to be a drain on the street, but when the road was redone, the drain was covered up. Mr. Lich stated that it seemed that the idea was to try to get the ice melt to naturally go towards the creek, but that has not worked.

Mayor Harmon asked council if they had any further questions on this. Councilmember Manifold stated that it was clear on Ms. Sanders council request that she was looking for council action and asked how we should address this issue. Mayor Harmon advised that no action would be taken tonight. Councilmember Collier stated that this was done by an outside entity, so can't staff have a conversation with this contractor? Mayor Harmon replied and said it was doubtful that the insurance would cover years after the project was completed. Mayor Harmon also said that something needs to be done, that this situation is intolerable, and that the city will need to have some engineers look into this. Councilmember Pennell stated that the conversation should probably start with the attorney. Councilmember Jones stated that the city needs to change their priority policy and get a back hoe down there to break up and remove all of this ice buildup. That this area should be a plowing priority and that the city should work on solutions.

Mrs. Kirkwood mentioned that she has seen the city's cute little plow thing and that would potentially be able to remove the snow that is close to their properties and hopefully reduce the buildup of ice. Ms. Sanders also mentioned that there is a resident of the townhomes that insists on parking on city ROW that is close to the Gilson intersection. This resident parking on the ROW makes it very hard for the Riverside Townhomes Association plow driver to be able to move snow to try to get ice removed from that area, Ms. Sanders stated that this person is parking where the drainage is supposed to go.

Water Wastewater Superintend Edward Sigward offered to bring down a skid-steer and possibly the backhoe with the arm to try to get some of this ice buildup removed for them, in Paul's absence as he is currently on vacation.

CITY BOARD APPOINTMENTS

Mayor Harmon moved to appoint all re-upping board members to their respective board, and to appoint the two new applicants to Planning Commission Alternates. Council also advised staff that they would like remove the deadline for other interested applicants and change the deadline to “until seats are filled”. There are 2 alternate positions still available for HPRC and one regular member and two alternates needed for Variance Board.

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER

The January 2024 financial statements were included in the packet for council review. Finance Director Lorraine Trotter did not attend the meeting.

RESOLUTIONS

Councilmember Collier moved to approve Resolution #3, Series 2024 A Resolution Approving a Water Supply Agreement between the City and Robert & Christina Edwall and Thomas & Ashley Kulisz. Councilmember Jones seconded followed by an all-in favor roll call vote.

ORDINANCE FIRST READING

Mayor Harmon moved to enter the following findings and direction on an application received to designate the Indian Hot Springs, 302 Soda Creek Road, Idaho Springs, Colorado, as a local historic preservation site:

- (1) Preliminary investigation indicates that the property is eligible for designation;
- (2) The City Council has received the owner’s written opinion of the designation;
- (3) A public hearing on the question of designation will be conducted at the Council’s next regular meeting, on February 26, 2024, at 7:00 pm, in these Council chambers; and
- (4) Staff is directed to provide notice of the hearing as required by City Code Section 22-23(A).”

Mayor Chuck Harmon moved to approve Ordinance#7, Series 2024, An Ordinance Designating Property Known as 302 Soda Creek Road (Indian Hot Springs) as a Local Historic Preservation Site.

Councilmember Jones seconded followed by an all-in favor roll call vote. Councilmember Manifold wanted to mention that the Hot Springs has had many conversations with HPRC and this will be a great partnership and this is an excellent idea.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with no requests for action. Mr. Marsh had three things to share with council.

1. Council needs to pick a date for the council retreat. Council deliberated shortly and agreed on the date of Friday May 3rd, 2024. The anticipated location for the retreat is Tommyknocker Brewery and it usually goes from 9am till 3pm.
2. The CML conference this year is June 18th through June 21st in Loveland. Mr. Marsh asked council to review the conference courses and to let him know if they want to go so he can get them registered.
3. Mr. Marsh also wanted to note that on the agenda it states the next work session is March 11th, well there is to be an additional one to be held on Monday March 4th at 5:30 pm. There will be a work session and a regular meeting on March 11th also.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator- No staff report submitted.

Community Development Planner- Staff report submitted with no requests for action.

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

POLICE DEPARTMENT

Staff report submitted with no requests for action. Chief Buseck mentioned to council that the transition to JeffCOM has been very smooth and that they are working on their computer systems, and everything with the transition looks good.

PUBLIC WORKS

No staff report submitted.

WATER/WASTEWATER DEPARTMENT

Staff report submitted with no requests for action.

MAYOR/COUNCIL**ADJOURN**

Mayor Harmon adjourned the executive session meeting at 7:49 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AlSCO - Denver Linen (13)								
2895185								
2895185	Invoice	Carpets	02/27/2024	03/28/2024	77.34	Open	02/24	10-30-5108
Total 2895185:					77.34			
Total AlSCO - Denver Linen (13):					77.34			
A-OK Auto Clinic (2)								
38075								
38075	Invoice	Replace alternator 2011 f350	02/16/2024	03/17/2024	487.84	Open	02/24	10-10-6150
Total 38075:					487.84			
Total A-OK Auto Clinic (2):					487.84			
AT&T Mobility (283)								
287246995984X02212024								
287246995984X02212024	Invoice	Cell Phone/WasteWater	02/21/2024	03/08/2024	107.80	Open	02/24	52-00-5335
287246995984X02212024	Invoice	Cell Phones/Water	02/21/2024	03/08/2024	107.80	Open	02/24	51-00-5335
Total 287246995984X02212024:					215.60			
Total AT&T Mobility (283):					215.60			
Blackwell Oil (284)								
1/31/2024								
1/31/2024	Invoice	credit	02/08/2024	02/10/2024	19.14	Open	01/24	10-10-6012
1/31/2024	Invoice	Fleet Fuel Streets	02/08/2024	02/10/2024	149.42	Open	01/24	10-10-6191
1/31/2024	Invoice	Red Diesel - Parks	02/08/2024	02/10/2024	104.46	Open	01/24	10-60-6191
1/31/2024	Invoice	Red Diesel - Streets	02/08/2024	02/10/2024	295.26	Open	01/24	10-10-6012
1/31/2024	Invoice	Red Diesel - Water	02/08/2024	02/10/2024	710.74	Open	01/24	51-00-6012
1/31/2024	Invoice	Red Diesel - WW	02/08/2024	02/10/2024	1,595.40	Open	01/24	52-00-6012
Total 1/31/2024:					2,836.14			
Total Blackwell Oil (284):					2,836.14			
Brannan Aggregates (1864)								
360906								
360906	Invoice	Salt & Squeege	02/20/2024	03/21/2024	4,765.99	Open	02/24	10-10-6099
Total 360906:					4,765.99			
Total Brannan Aggregates (1864):					4,765.99			
Browns Hill Engineering & Cont (1416)								
27538								
27538	Invoice	WTP Service Work	02/23/2024	03/24/2024	4,247.48	Open	02/24	51-72-7310
Total 27538:					4,247.48			
1253								
1253	Invoice	WTP SCADA Leasing Agreement	03/01/2024	04/01/2024	8,238.00	Open	04/24	51-00-5309
Total 1253:					8,238.00			
1254								
1254	Invoice	WWTP SCADA Leasing Agreeeme	03/01/2024	04/01/2024	1,620.00	Open	04/24	52-00-5309
Total 1254:					1,620.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Browns Hill Engineering & Cont (1416):					14,105.48			
CenturyLink (569)								
3035672130-2222024								
3035672130-2222024	Invoice	WWTP Alarm	02/22/2024	03/13/2024	215.87	Open	03/24	52-00-5303
Total 3035672130-2222024:					215.87			
3035679613-2252024								
3035679613-2252024	Invoice	WTP Alarm	02/25/2024	03/18/2024	203.11	Open	03/24	51-00-5303
Total 3035679613-2252024:					203.11			
305674474-2282024								
305674474-2282024	Invoice	PW Internet	02/28/2024	03/20/2024	102.94	Open	03/24	10-10-5335
Total 305674474-2282024:					102.94			
Total CenturyLink (569):					521.92			
City of Idaho Springs (289)								
3.11.2024								
3.11.2024	Invoice	1744 Miner	03/01/2024	03/31/2024	522.81	Open	03/24	10-30-6050
3.11.2024	Invoice	Citizens Park	03/01/2024	03/31/2024	780.25	Open	03/24	10-60-6050
3.11.2024	Invoice	City Hall	03/01/2024	03/31/2024	620.67	Open	03/24	10-20-6050
3.11.2024	Invoice	CRC park	03/01/2024	03/31/2024	504.84	Open	03/24	10-60-6050
3.11.2024	Invoice	Montgomery Park	03/01/2024	03/31/2024	247.50	Open	03/24	10-60-6050
3.11.2024	Invoice	MRM Park	03/01/2024	03/31/2024	534.68	Open	03/24	10-60-6050
3.11.2024	Invoice	pd	03/01/2024	03/31/2024	725.68	Open	03/24	10-30-6050
3.11.2024	Invoice	pw water	03/01/2024	03/31/2024	936.55	Open	03/24	10-10-6050
3.11.2024	Invoice	Wwtp	03/01/2024	03/31/2024	28,699.55	Open	03/24	52-00-6001
Total 3.11.2024:					33,572.53			
Total City of Idaho Springs (289):					33,572.53			
Clear Creek Supply (291)								
2691								
2691	Invoice	Bulbs	02/23/2024	03/24/2024	23.96	Open	02/24	10-30-6193
Total 2691:					23.96			
2694								
2694	Invoice	aaa batteries	02/23/2024	03/31/2024	16.00	Open	02/24	51-00-6007
Total 2694:					16.00			
2866								
2866	Invoice	loggle switch	02/29/2024	03/31/2024	6.29	Open	02/24	10-10-6007
Total 2866:					6.29			
2869								
2869	Invoice	squeegee	02/29/2024	03/31/2024	6.99	Open	02/24	10-10-6020
Total 2869:					6.99			
638								
638	Invoice	oil and filter	03/01/2024	04/01/2024	69.40	Open	03/24	10-10-6150
Total 638:					69.40			

	Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
654									
	654	Invoice	washer fluid cap	03/04/2024	03/31/2024	11.49	Open	03/24	10-30-6193
Total 654:						11.49			
3042									
	3042	Invoice	Bulbs	03/05/2024	03/31/2024	1.99	Open	03/24	10-30-6193
Total 3042:						1.99			
Total Clear Creek Supply (291):						136.12			
Colorado Analytical Lab (945)									
240220050									
	240220050	Invoice	bod-5	02/26/2024	03/27/2024	66.60	Open	02/24	52-00-5201
Total 240220050:						66.60			
Total Colorado Analytical Lab (945):						66.60			
Colorado Community Media (1981)									
106048									
	106048	Invoice	Legal Publication	02/16/2024	03/17/2024	27.32	Open	02/24	10-20-5312
Total 106048:						27.32			
106429									
	106429	Invoice	Legal Publication	02/23/2024	03/24/2024	170.48	Open	02/24	10-20-5312
Total 106429:						170.48			
107168									
	107168	Invoice	advertising for board vacancies	02/29/2024	03/30/2024	335.00	Open	02/24	10-20-5313
Total 107168:						335.00			
Total Colorado Community Media (1981):						532.80			
Comcast (1486)									
0197295-2232024									
	0197295-2232024	Invoice	City Hall Internet	02/23/2024	03/19/2024	467.94	Open	03/24	10-20-5335
Total 0197295-2232024:						467.94			
196385555									
	196385555	Invoice	New High speed internet for WWT	03/01/2024	03/31/2024	2,413.69	Open	03/24	52-00-5335
Total 196385555:						2,413.69			
Total Comcast (1486):						2,881.63			
Common Knowledge Technology, Inc (1549)									
62113									
	62113	Invoice	laptop	02/15/2024	03/16/2024	1,430.00	Open	02/24	51-00-7010
	62113	Invoice	laptop	02/15/2024	03/16/2024	1,430.00	Open	02/24	52-00-7010
Total 62113:						2,860.00			
6224									
	6224	Invoice	laptop	02/16/2024	03/17/2024	1,045.00	Open	02/24	52-00-7010
	6224	Invoice	laptop	02/16/2024	03/17/2024	1,045.00	Open	02/24	51-00-7010

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 6224:					2,090.00			
62140								
62140	Invoice	exchange online for currie	02/22/2024	03/23/2024	18.24	Open	02/24	10-10-5335
Total 62140:					18.24			
62206								
62206	Invoice	IT Services	03/01/2024	03/31/2024	5,338.50	Open	03/24	10-20-5106
Total 62206:					5,338.50			
Total Common Knowledge Technology, Inc (1549):					10,306.74			
Doyle Disposal (380)								
20579								
20579	Invoice	WWTP Dumpster	02/25/2024	03/26/2024	453.00	Open	03/24	52-00-5202
Total 20579:					453.00			
Total Doyle Disposal (380):					453.00			
EVStudio (2121)								
AD24001.00-1								
AD24001.00-1	Invoice	Affordable Housing Site Assessm	02/28/2024	03/29/2024	4,500.00	Open	02/24	10-20-5105
Total AD24001.00-1:					4,500.00			
Total EVStudio (2121):					4,500.00			
FilmTec Corporation (2002)								
951491612								
951491612	Invoice	assembly ctr tube	02/26/2024	03/27/2024	4,800.00	Open	02/24	51-72-7310
951491612	Invoice	Cc lip	02/26/2024	03/27/2024	360.00	Open	02/24	51-72-7310
951491612	Invoice	Cup	02/26/2024	03/27/2024	4,500.00	Open	02/24	51-72-7310
951491612	Invoice	Module for WTP	02/26/2024	03/27/2024	81,000.00	Open	02/24	51-72-7310
951491612	Invoice	Seal Kit	02/26/2024	03/27/2024	2,250.00	Open	02/24	51-72-7310
Total 951491612:					92,910.00			
Total FilmTec Corporation (2002):					92,910.00			
Foothills Auto & Truck Parts (1021)								
101497								
101497	Invoice	coolant, hose and clamps	02/23/2024	03/24/2024	67.59	Open	02/24	10-30-6100
Total 101497:					67.59			
Total Foothills Auto & Truck Parts (1021):					67.59			
Galls (527)								
027043605								
027043605	Invoice	polo - bailor	02/09/2024	03/10/2024	190.93	Open	02/24	10-30-6030
Total 027043605:					190.93			
Total Galls (527):					190.93			
Grainger Inc. (134)								
9927727967								
9927727967	Invoice	Jacket - C0de	01/06/2024	03/06/2024	66.27	Open	02/24	10-30-6030

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 9927727967:					66.27			
Total Grainger Inc. (134):					66.27			
Hach Company (138)								
13944937								
13944937	Invoice	Service Contract	03/03/2024	04/03/2024	11,026.00	Open	03/24	51-00-5209
Total 13944937:					11,026.00			
Total Hach Company (138):					11,026.00			
Hayes Poznanovic Korver LLC (214)								
49800								
49800	Invoice	Legal services	03/01/2024	03/31/2024	149.35	Open	02/24	51-00-5101
Total 49800:					149.35			
Total Hayes Poznanovic Korver LLC (214):					149.35			
Hoehn Architects P.C. (1444)								
1902-6								
1902-6	Invoice	ISCH Restroom Renovations	03/01/2024	03/31/2024	4,132.50	Open	02/24	21-61-7040
1902-6	Invoice	travel and printing	03/01/2024	03/31/2024	1,642.14	Open	02/24	21-61-7040
Total 1902-6:					5,774.64			
2103-3								
2103-3	Invoice	City Hall Exterior Rehabilitation	03/01/2024	03/31/2024	720.00	Open	02/24	21-61-7040
2103-3	Invoice	travel expense	03/01/2024	03/31/2024	20.31	Open	02/24	21-61-7040
Total 2103-3:					740.31			
2302-2								
2302-2	Invoice	ISCH Interior Reconfiguration	03/01/2024	04/01/2024	997.50	Open	02/24	21-61-7040
Total 2302-2:					997.50			
2402-1								
2402-1	Invoice	Idaho Springs Train Shelter	03/01/2024	04/01/2024	2,850.00	Open	02/24	21-61-7042
Total 2402-1:					2,850.00			
Total Hoehn Architects P.C. (1444):					10,362.45			
JVA Incorporated (1110)								
14220								
14220	Invoice	montane park water storage repla	01/31/2024	03/31/2024	6,188.55	Open	01/24	51-72-7320
Total 14220:					6,188.55			
14305								
14305	Invoice	Highway 103 Waterline	01/31/2024	03/31/2024	73,387.00	Open	01/24	51-72-7320
Total 14305:					73,387.00			
Total JVA Incorporated (1110):					79,575.55			
Law Firm Of Suzanne Rogers PC (737)								
3.1.24								
3.1.24	Invoice	Mileage	03/01/2024	03/31/2024	57.25	Open	03/24	10-40-5115
3.1.24	Invoice	Prosecutor	03/01/2024	03/31/2024	1,500.00	Open	03/24	10-40-5115

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3.1.24:					1,557.25			
Total Law Firm Of Suzanne Rogers PC (737):					1,557.25			
Liberty Communications (1547)								
3213971								
3213971	Invoice	phone service admin	02/29/2024	03/29/2024	144.19	Open	03/24	10-20-5303
3213971	Invoice	phone service police	02/29/2024	03/29/2024	144.19	Open	03/24	10-30-5303
3213971	Invoice	phone service public works	02/29/2024	03/29/2024	144.19	Open	03/24	10-10-5303
3213971	Invoice	phone service wastewater	02/29/2024	03/29/2024	72.10	Open	03/24	52-00-5303
3213971	Invoice	phone service water	02/29/2024	03/29/2024	72.09	Open	03/24	51-00-5303
Total 3213971:					576.76			
Total Liberty Communications (1547):					576.76			
Michael Goodbee (1940)								
3.1.24								
3.1.24	Invoice	Judge	03/01/2024	03/31/2024	1,600.00	Open	03/24	10-40-5110
Total 3.1.24:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Murray Dahl Beery & Renaud (806)								
MAR 05 2024								
MAR 05 2024	Invoice	legal services	03/05/2024	03/31/2024	10,566.39	Open	03/24	10-20-5101
Total MAR 05 2024:					10,566.39			
Total Murray Dahl Beery & Renaud (806):					10,566.39			
Peak Performance Imaging Solutions (409)								
68666								
68666	Invoice	Copier Meter Bill/Police	02/09/2024	02/24/2024	101.43	Open	01/24	10-30-5309
Total 68666:					101.43			
68754								
68754	Invoice	Copier Rental	03/01/2024	03/16/2024	140.00	Open	03/24	10-20-5309
Total 68754:					140.00			
Total Peak Performance Imaging Solutions (409):					241.43			
Postmaster (341)								
3.1.24								
3.1.24	Invoice	Water Bills	03/01/2024	03/15/2024	245.12	Open	03/24	52-00-5310
3.1.24	Invoice	Water Bills	03/01/2024	03/15/2024	245.13	Open	03/24	51-00-5310
Total 3.1.24:					490.25			
Total Postmaster (341):					490.25			
Professional Management Solutions (1833)								
84890								
84890	Invoice	Financial Services - admin	02/23/2024	03/24/2024	3,963.13	Open	01/24	10-20-5104
84890	Invoice	Financial Services - Water	02/23/2024	03/24/2024	1,981.56	Open	01/24	51-00-5104
84890	Invoice	Financial Services - WW	02/23/2024	03/24/2024	1,981.56	Open	01/24	52-00-5104
Total 84890:					7,926.25			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Professional Management Solutions (1833):					7,926.25			
Quill Corporation (230)								
37183788								
37183788	Invoice	paper	02/12/2024	03/13/2024	140.96	Open	03/24	10-20-6010
Total 37183788:					140.96			
Total Quill Corporation (230):					140.96			
Refunds (2097)								
3.6								
3.6	Invoice	Reimburse Broken Phone	03/06/2024	03/31/2024	1,112.21	Open	03/24	10-30-6010
Total 3.6:					1,112.21			
Total Refunds (2097):					1,112.21			
Rocky Mountain Recreation (1959)								
7464								
7464	Invoice	Bench	02/29/2024	03/30/2024	4,560.00	Open	02/24	21-00-6028
7464	Invoice	Plaque	02/29/2024	03/30/2024	1,541.00	Open	02/24	21-00-6028
Total 7464:					6,101.00			
Total Rocky Mountain Recreation (1959):					6,101.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
280159								
280159	Invoice	Building Permit plan review	02/29/2024	03/30/2024	2,100.49	Open	02/24	10-22-5000
Total 280159:					2,100.49			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					2,100.49			
Salt Lake Wholesale Sports (1931)								
95964								
95964	Invoice	64 gp sp	02/22/2024	03/02/2024	298.90	Open	02/24	10-30-6045
Total 95964:					298.90			
Total Salt Lake Wholesale Sports (1931):					298.90			
Smith Power Products Inc. (1848)								
561222								
561222	Invoice	annual service - cummins	02/27/2024	03/28/2024	1,709.06	Open	02/24	51-00-5207
Total 561222:					1,709.06			
561224								
561224	Invoice	Generator Work kohler	02/27/2024	03/28/2024	1,982.39	Open	02/24	52-00-5207
Total 561224:					1,982.39			
561225								
561225	Invoice	annual service - john deere	02/27/2024	03/28/2024	1,222.58	Open	02/24	51-00-5207
Total 561225:					1,222.58			
561223								
561223	Invoice	annual service - mtu	02/28/2024	03/29/2024	1,357.83	Open	02/24	52-00-5207

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 561223:					1,357.83			
Total Smith Power Products Inc. (1846):					6,271.86			
Space Inc (2100)								
39.003								
39.003	Invoice	CRC Play Park	03/03/2024	04/02/2024	3,600.00	Open	02/24	21-00-6024
Total 39.003:					3,600.00			
Total Space Inc (2100):					3,600.00			
Stop Stick (353)								
0032541								
0032541	Invoice	cord reel and sleeve	02/29/2024	03/29/2024	345.00	Open	02/24	10-30-6040
Total 0032541:					345.00			
Total Stop Stick (353):					345.00			
Symbol Arts (998)								
0485894								
0485894	Invoice	shoulder patch	02/27/2024	03/28/2024	1,379.50	Open	02/24	10-30-6030
Total 0485894:					1,379.50			
Total Symbol Arts (998):					1,379.50			
T Mobile (2040)								
267033691-3162024								
267033691-3162024	Invoice	Code Cell Phone	02/16/2024	03/16/2024	16.83	Open	02/24	10-30-5335
Total 267033691-3162024:					16.83			
981870408-2212024								
981870408-2212024	Invoice	Police Department Cell Phone/hot	02/21/2024	03/21/2024	352.68	Open	02/24	10-30-5335
Total 981870408-2212024:					352.68			
Total T Mobile (2040):					369.51			
Timberline Disposal (1467)								
5446057V324								
5446057V324	Invoice	Hwy 103 toilet	02/15/2024	03/15/2024	327.84	Open	02/24	51-00-5202
Total 5446057V324:					327.84			
5466164V324								
5466164V324	Invoice	200 W. Colorado Blvd Trash	03/01/2024	03/05/2024	413.46	Open	03/24	10-10-5202
Total 5466164V324:					413.46			
Total Timberline Disposal (1467):					741.30			
Tritech Forensics (1951)								
00984467								
00984467	Invoice	Fundamentals of Crime Scene Ph	02/23/2024	03/24/2024	369.00	Open	02/24	10-30-5212
Total 00984467:					369.00			
00984485								
00984485	Invoice	Blood Specimen Kits	02/23/2024	04/24/2024	218.15	Open	02/24	10-30-6015

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account	
Total 00984485:					218.15				
Total Tritech Forensics (1951):					587.15				
USA Blue Book (376)									
00291156	00291156	Invoice	Pump	02/28/2024	03/29/2024	1,519.83	Open	02/24	52-00-6004
Total 00291156:					1,519.83				
Total USA Blue Book (376):					1,519.83				
Wagner Equipment Company (270)									
P00C2659399	P00C2659399	Invoice	starter	02/07/2024	03/08/2024	588.34	Open	02/24	10-10-6150
Total P00C2659399:					588.34				
Total Wagner Equipment Company (270):					588.34				
WEX BANK (1459)									
95271939	95271939	Invoice	Fleet fuel - Police	02/23/2024	03/15/2024	1,160.39	Open	02/24	10-30-6191
Total 95271939:					1,160.39				
Total WEX BANK (1459):					1,160.39				
Williford LLC (2077)									
IS-CCC-0011	IS-CCC-0011	Invoice	Clear Path Home	01/14/2024	02/13/2024	12,542.95	Open	13/23	21-00-5103
Total IS-CCC-0011:					12,542.95				
IS-CCC-0012									
IS-CCC-0012	IS-CCC-0012	Invoice	Clear Path Home	02/10/2024	03/11/2024	9,476.50	Open	02/24	21-00-5103
Total IS-CCC-0012:					9,476.50				
Total Williford LLC (2077):					22,019.45				
Xcel Energy (540)									
866082478	866082478	Invoice	525 Pine Slope	02/22/2024	03/13/2024	12.79	Open	02/24	51-00-6001
Total 866082478:					12.79				
866095944									
866095944	866095944	Invoice	New WWTP	02/22/2024	03/13/2024	4,161.03	Open	02/24	52-00-6001
Total 866095944:					4,161.03				
866105052									
866105052	866105052	Invoice	PD	02/22/2024	03/13/2024	391.29	Open	02/24	10-30-6001
Total 866105052:					391.29				
866109669									
866109669	866109669	Invoice	3403 Hwy 103	02/22/2024	03/13/2024	4,432.13	Open	02/24	51-00-6001
Total 866109669:					4,432.13				

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
866118743								
866118743	Invoice	1711 Miner	02/22/2024	03/13/2024	533.97	Open	02/24	10-20-6001
Total 866118743:					533.97			
866162705								
866162705	Invoice	1801 miner a	02/22/2024	03/13/2024	16.10	Open	02/24	52-00-6001
Total 866162705:					16.10			
866199647								
866199647	Invoice	980 CR 314	02/22/2024	03/13/2024	3,325.87	Open	02/24	52-00-6001
Total 866199647:					3,325.87			
866224476								
866224476	Invoice	1101 soda creek	02/22/2024	03/13/2024	182.33	Open	02/24	51-00-6001
Total 866224476:					182.33			
866243328								
866243328	Invoice	10 Montane	02/22/2024	03/13/2024	46.43	Open	02/24	51-00-6001
Total 866243328:					46.43			
866464800								
866464800	Invoice	pw	02/26/2024	03/15/2024	679.27	Open	02/24	10-10-6001
Total 866464800:					679.27			
Total Xcel Energy (540):					13,781.21			
Grand Totals:					354,883.30			

Report GL Period Summary

GL Period	Amount
01/24	90,439.37
04/24	9,858.00
03/24	70,473.74
13/23	12,542.95
02/24	171,569.24
Grand Totals:	354,883.30

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



City of Idaho Springs City Council

Meeting Date: 4/3/24 and 4/8/24

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

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

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

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

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

Summary of your comments or concerns:

AVA Rafting and Zipline is requesting permission to camp its seasonal employees in the town of Idaho Springs on an isolated piece of property that has no nearby neighbors.

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

Duke has spoken with Dylan Graves to discuss the compliance and regulations for such a proposal.

Requested By: Duke Bradford

Organization: AVA Rafting and Zipline

Phone: (Home): 970-406-0321

(Work): 970-406-0321

(Fax): _____

(Cell): _____

Mailing address: PO Box 2878

E-Mail Address: duke@theoutlawgroup.com

Breckenridge, CO 80424

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

RESOLUTION NO. 4, SERIES 2024

**A RESOLUTION OF THE CITY COUNCIL OF IDAHO SPRINGS, COLORADO
SUPPORTING THE EXPLORATION AND POTENTIAL FORMATION OF A MULTI-
JURISDICTIONAL HOUSING AUTHORITY (MJHA) IN CLEAR CREEK
COUNTY THAT ALIGNS WITH THE CITY'S STRATEGIC HOUSING GOALS AND
OBJECTIVES**

WHEREAS, the Idaho Springs City Council ("City Council") recognizes the urgent need for innovative and collaborative approaches to address the housing crisis affecting Idaho Springs and Clear Creek County; and

WHEREAS, Colorado House Bill 21-1271, passed in 2021, establishes programs to foster the development of affordable housing throughout Colorado, offering a significant opportunity for regional collaboration in housing strategies; and

WHEREAS, the City, in collaboration with Clear Creek County and the Towns of Georgetown, Silver Plume, and Empire, has engaged in "A Clear Path Home" project, funded through the Innovative Housing Opportunity Planning (IHOP) grant program of the Colorado Department of Local Affairs (DOLA), to address regional housing challenges through community engagement, code alignment, and the exploration of a Multi-Jurisdictional Housing Authority (MJHA); and

WHEREAS, the establishment of an MJHA in Clear Creek County could enhance housing strategy capacity, enable financial resource pooling, provide access to a broader array of funding programs, and facilitate the sharing of best practices and integrated responses to housing challenges; and

WHEREAS, the City Council, during its work sessions on February 12 and 26, 2024, deliberated on the potential benefits and objectives necessary for the City's participation in a MJHA, prioritizing local control and compliance, affordable housing focus, preservation of local character, strategic housing development, maximization of financial support, and financial independence with program diversity.

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

Section 1. The City Council hereby expresses its support for the exploration and potential formation of a Multi-Jurisdictional Housing Authority (MJHA) in Clear Creek County, provided that the MJHA aligns with and supports the specific goals and objectives identified as important by the City Council.

Section 2. The City Council emphasizes the importance of the MJHA adhering to the following objectives, crucial for the City's endorsement and participation:

- 1. Local control and compliance:** *Ensure that all housing projects initiated or supported by the MJHA strictly adhere to the planning and building processes of the City of Idaho*

Springs, reinforcing the principles of local governance, and ensuring that developments meet the City's standards, regulations, and community expectations.

2. **Focus on Affordable Housing:** *Prioritize the development and preservation of affordable housing options to address the diverse needs of Idaho Springs' residents. Commit to ensuring access to quality housing for all community members, with a specific focus on creating and maintaining housing solutions that are financially accessible to a broad spectrum of the population, including vulnerable groups and seniors.*
3. **Preservation of Local Character:** *Commit to preserving Idaho Springs' unique historical and cultural identity in all housing initiatives. This involves prioritizing the maintenance of existing housing stock and ensuring new developments are in harmony with the City's rich heritage and aesthetic.*
4. **Strategic Housing Development:** *Adopt a balanced approach to housing development, encompassing the preservation of existing structures and the introduction of new, innovative housing solutions.*
5. **Maximize Financial Support:** *Proactively pursue grant funding, tax incentives, and other financial mechanisms to maximize external support for the MJHA's housing projects and preservation efforts.*
6. **Financial Independence and Program Diversity:** *Develop a broad range of programs aimed at addressing housing needs. This includes exploring revenue-generating activities, forming strategic partnerships, and implementing innovative housing solutions to ensure the MJHA's sustainability and reduce reliance on external funding.*

Section 3. This Resolution expresses support for continuing discussions concerning the potential formation of an MJHA and does not constitute a vote of the City Council to form, join or participate in such an entity at this time.

RESOLVED, APPROVED AND ADOPTED this 11th day of March , 2024.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 5, Series 2024

A RESOLUTION APPROVING THE VIRGINIA CANYON MOUNTAIN PARK (VCMP) MASTER PLAN ADDENDUM # 2

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

WHEREAS, the City, acting by and through its Planning Commission and City Council, previously adopted a master plan to guide the long-term planning and use for the City-owned open space formally known and designated as the Virginia Canyon Mountain Park (VCMP); and

WHEREAS, the City, acting by and through its Planning Commission and City Council, previously adopted Addendum #1 to the VCMP master plan on July 13, 2020, to update the trail map included in the plan; and

WHEREAS, several trails have been built in the City to-date with the help of the Colorado Mountain Bike Association (COMBA), including a four mile hiking and uphill biking trail, a hiking loop trail, and the first downhill bike trail to be opened this spring; and

WHEREAS, COMBA has come to City Staff with a request to update the existing trail map to include several new trails and new alignments within VCMP to increase the total number of trails, increase the variety of terrain in the park, improve accessibility into and within the park, and improve alignment of proposed trails in the park to cater to a wider range of abilities and interests; and

WHEREAS, in accordance with C.R.S. § 31-23-208, the Idaho Springs Planning Commission reviewed the proposed Master Plan Addendum # 2 and conducted a duly-noticed public hearing thereon on March 6, 2024, after which the Planning Commission adopted said Addendum # 2; and

WHEREAS, as further required by C.R.S. § 31-23-208, the approved Addendum # 2 has been forwarded to the City Council for its review and approval.

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

The *Virginia Canyon Mountain Park Master Plan Addendum # 2*, dated March 2024, and attached hereto, is hereby approved. As required by C.R.S. § 31-23-208, the City Clerk is hereby directed to file a certified copy of the Plan as approved by this Resolution with the Clear Creek County Clerk and Recorder’s Office.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of March, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

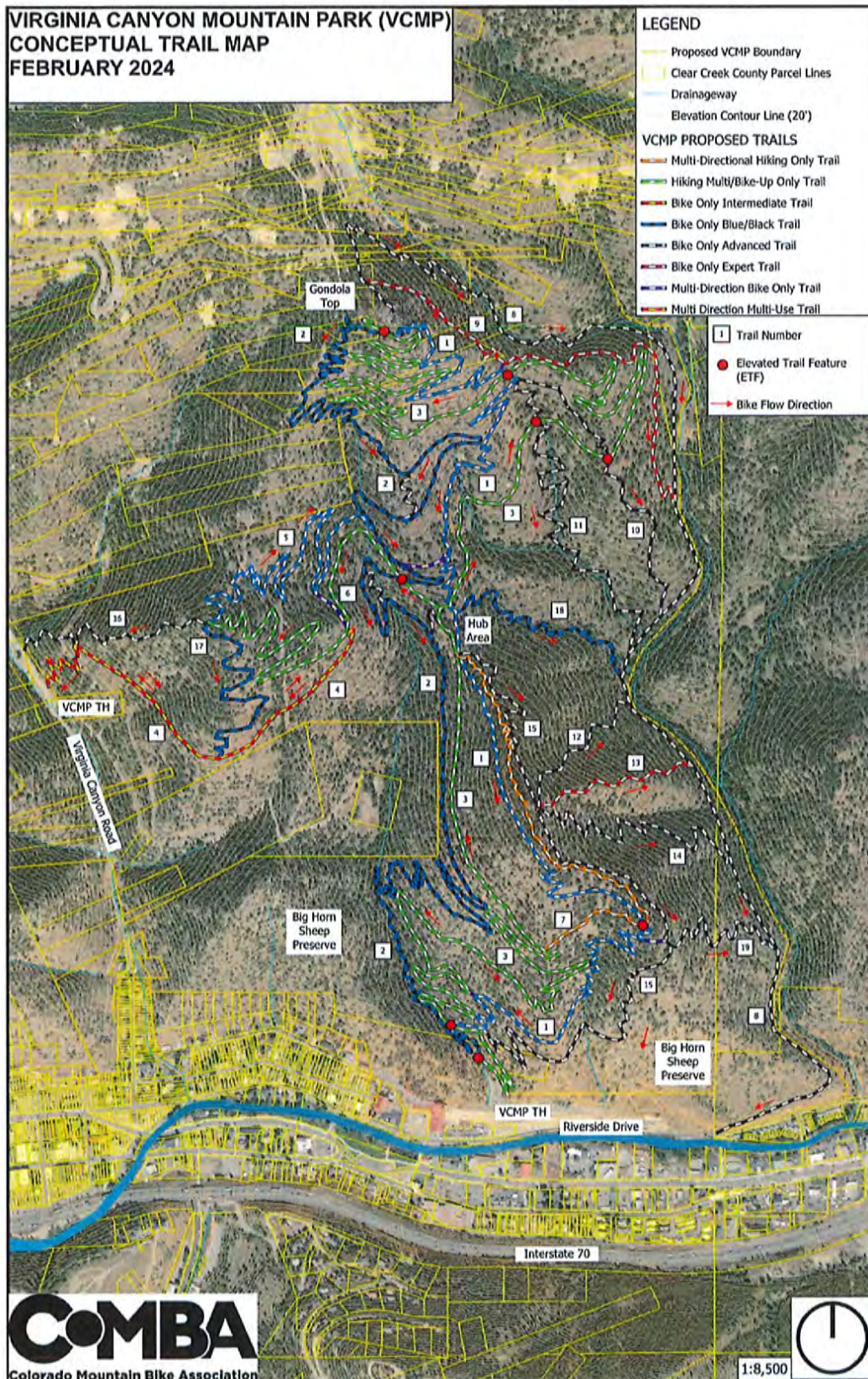
**VIRGINIA CANYON MOUNTAIN PARK (VCMP)
CONCEPTUAL TRAIL MAP
FEBRUARY 2024**

LEGEND

- Proposed VCMP Boundary
- Clear Creek County Parcel Lines
- Drainageway
- Elevation Contour Line (20')

- VCMP PROPOSED TRAILS**
- Multi-Directional Hiking Only Trail
 - Hiking Multi/Bike-Up Only Trail
 - Bike Only Intermediate Trail
 - Bike Only Blue/Black Trail
 - Bike Only Advanced Trail
 - Bike Only Expert Trail
 - Multi-Direction Bike Only Trail
 - Multi-Direction Multi-Use Trail

- Trail Number
- Elevated Trail Feature (ETF)
- Bike Flow Direction



CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 8, Series 2024

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

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

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

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

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

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

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

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

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

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

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

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

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

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

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

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

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

LEASE AND PURCHASE OPTION AGREEMENT

between

Western Skies DE, LLC,
as Lessor

and

The City of Idaho Springs, Colorado
as Lessee

Dated as of April 8, 2024

LEASE AND PURCHASE OPTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

covenants and warrants as follows:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

LEASE OF LEASED PROPERTY

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

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

ARTICLE IV

LEASE TERM

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

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

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

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

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

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

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

ARTICLE VI

PAYMENTS BY THE CITY

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

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

Section 6.02. Base Rentals and Additional Rentals.

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

b. The City may, at any time during the Lease Term, pay the then applicable Purchase Option Price related to the Leased Property (without proration for any Base Rentals) for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XII of this Lease. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Owner on or prior to the closing of the conveyance an amount equal to the then applicable Purchase Option Price. If the City fails to exercise the option to purchase prior to December 31, 2020, the right to purchase the Leased Premises shall terminate.

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

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

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

ARTICLE VII

LIMITATIONS ON ENCUMBRANCES

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

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

ARTICLE VIII

ASSIGNMENT OF LEASES

N/A – Article is Reserved.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

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

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

Section 9.03. Reserved.

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

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

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

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

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

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

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

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

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

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

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

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

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

service provided for herein.

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

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

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

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

ARTICLE XII

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

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

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

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

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

ARTICLE XIII

ASSIGNMENT, SUBLEASING AND USE BY CITY

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

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

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

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV

MISCELLANEOUS

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

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

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

With a copy to:

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

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

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

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

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

Section 15.05. Reserved.

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

Section 15.07. Reserved.

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

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

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

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

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

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

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

OWNER:

By: Richard Anderson Title: _____

State of Colorado)
) ss.
County of _____)

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

Notary Public

My commission expires: _____

Exhibit A

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

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

Exhibit B

Lease/Purchase Option –

Payment Schedule:

Purchase Option Price: \$875,000.00

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

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

Totals: \$ 940,625.00

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 9 , Series 2024

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

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

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

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

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

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

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

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

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

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

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

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

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

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

Jeremy Jones, Mayor Pro Tem

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

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

Jeremy Jones, Mayor Pro Tem

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

LEASE AND PURCHASE OPTION AGREEMENT

between

Charles Harmon,
as Lessor

and

The City of Idaho Springs, Colorado
as Lessee

Dated as of April 8, 2024

LEASE AND PURCHASE OPTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

LEASE OF LEASED PROPERTY

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

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

ARTICLE IV

LEASE TERM

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

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

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

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

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

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

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

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

ARTICLE VI

PAYMENTS BY THE CITY

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

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

Section 6.02. Base Rentals and Additional Rentals.

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

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

b. The City may, at any time during the Lease Term, pay the then applicable Purchase Option Price related to the Leased Property (without proration for any Base Rentals) for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XII of this Lease. The City shall give the Owner notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Owner on or prior to the closing of the conveyance an amount equal to the then applicable Purchase Option Price. If the City fails to exercise the option to purchase prior to December 31, 2020, the right to purchase the Leased Premises shall terminate.

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

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

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

ARTICLE VII

LIMITATIONS ON ENCUMBRANCES

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

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

ARTICLE VIII

ASSIGNMENT OF LEASES

N/A – Article is Reserved.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

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

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

Section 9.03. Reserved.

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

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

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

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

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

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

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

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

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

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

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

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

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

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

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

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

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

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

ARTICLE XII

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

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

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

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

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

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

ARTICLE XIII

ASSIGNMENT, SUBLEASING AND USE BY CITY

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

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

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV

MISCELLANEOUS

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

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

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

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

With a copy to:

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

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

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

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

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

Section 15.05. Reserved.

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

Section 15.07. Reserved.

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

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

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

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

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

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

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

CITY OF IDAHO SPRINGS, COLORADO

Jeremy Jones, Mayor Pro Tem

ATTEST:

Diane Breece, City Clerk

OWNER:

Charles Harmon

State of Colorado)
) ss.
County of _____)

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

Notary Public

My commission expires: _____

Exhibit A

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

Subdivision: IDAHO SPRINGS PT GRAHAM PLCR #840

Exhibit B

Lease/Purchase Option –

Payment Schedule:

Purchase Option Price: \$39,000.00

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

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

Totals: \$41,925.00

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 6, Series 2024

**AN ORDINANCE APPROVING THE CONDITIONAL CONVEYANCE OF PROPERTY
KNOWN AS LOT 3 OF THE BLOCK 57/FORMER GOLDDIGGER FIELD
SUBDIVISION**

WHEREAS, pursuant to C.R.S. § 31-15-713(1)(b), the City Council (“Council”) for the City of Idaho Springs, Colorado (the “City”) possesses the authority to sell and dispose of, by ordinance, City-owned real property; and

WHEREAS, the former owner of that property known as Lot 3 of the Block 57/Former Golddigger Field Subdivision, Idaho Springs, Clear Creek County, State of Colorado (the “Property”) conveyed that parcel to the City by general warranty deed, dated December 21, 2023, and recorded on December 27, 2023 in the real estate records of Clear Creek County, Colorado at Reception No. 311550; and

WHEREAS, 2350 Riverside Drive, LLC (“Riverside”) is now the record owner of the Property and is actively engaging in the development of the Property and its larger project area in accordance with approvals obtained from the City, specifically including Planned Development (PD) zoning, a subdivision plat and a Final Development Plan (FDP); and

WHEREAS, as required by said development approvals, the Property must be developed into a park; and

WHEREAS, Riverside has designed, planned and budgeted for the construction of said park and is ready to begin work on the same in the near future; and

WHEREAS, the City and Riverside agree that both parties would benefit from Riverside owning the Property for the period of time that Riverside engages in construction activities thereon, such benefits flowing from issues such as insurance costs, ownership liabilities and Riverside’s familiarity with the environmental regulations applicable to the Property and the potential involvement of EPA and State agencies concerning the same; and

WHEREAS, the Council therefore finds that it is beneficial to temporarily and conditionally convey the Property to Riverside for the sole purpose of permitting Riverside to own the Property while it constructs the park thereupon, after which Riverside will convey the Property once again back to the City; and

WHEREAS, the Council therefore desires to approve the conveyance of the Property as further set forth in the deed and agreement attached to and approved by this Ordinance.

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

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

Section 2. Deed Approved. Subject to Section 3 hereof, the City Council hereby approves the conveyance of Lot 3 of the Block 57/Former Golddigger Field Subdivision, Idaho Springs, Clear Creek County, State of Colorado, and more particularly described in the General Warranty Deed attached hereto and incorporated herein by this reference (the "Deed"), to 2350 Riverside Drive, LLC. The Mayor and the City Clerk are authorized to execute and deliver the Deed and any other documents reasonably necessary or convenient to effectuate the intent of the Deed, in accordance with the terms of this Ordinance.

Section 3. Condition: Agreement to reconvey the parcel to the City. The approval granted under Section 2 above is contingent upon the City's receipt of the Conveyance and Development Agreement attached hereto and incorporated herein by this reference, fully executed by Riverside. The City Council approves said Agreement and, upon receipt of the same executed by Riverside, approves the execution of the same by the Mayor and City Clerk. Riverside's failure to execute and deliver the Conveyance and Development Agreement to the City by March 1, 2024, shall render the approval granted by this Ordinance null and void without any further Council action. Notwithstanding Section 2 above, the Mayor and Clerk shall not execute and deliver the Deed to Grantee unless and until this condition is satisfied.

Section 4. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various 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 12th day of February, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of March 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

GENERAL WARRANTY DEED

THIS DEED is made this ____ day of February, 2024 between THE CITY OF IDAHO SPRINGS, COLORADO, a Colorado municipal corporation with an address of 1711 Miner St, Idaho Springs, CO 80452 ("Grantor") and 2350 RIVERSIDE DR LLC, a Colorado limited liability company with an address of 345 Lincoln Ave #206, Steamboat Springs, CO 80487 ("Grantee"). Collectively, Grantor and Grantee may be referred to as the "Parties."

WHEREAS, Grantee previously conveyed to Grantor that real property, together with improvements, if any, situate in the County of Clear Creek, State of Colorado, more particularly described on **Exhibit A**, attached hereto and fully incorporated herein by this reference (the "Property"); and

WHEREAS, said conveyance was done in accordance with terms of approval of the development of property known as the Former Golddigger Field Subdivision and was recorded on December 27, 2023 with the Clear Creek County property records at Reception No. 311550; and

WHEREAS, Grantee has requested Grantor to temporarily convey the Property back to Grantee for purposes of Grantee's development of the Property, to which Grantor agreed, with the Parties' express intent and understanding being that the Grantee will once again convey the Property back to Grantor after said development is completed.

NOW, WITNESSETH, that Grantor for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the delivery, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, the real property, together with improvements, if any, situate in the County of Clear Creek, State of Colorado, more particularly described on **Exhibit A**, attached hereto and fully incorporated herein by this reference (the "Property").

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in and to the Property with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantees, their successors and assigns forever. Grantor, for herself and her successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of ensealing and delivery of these presents, she is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except for taxes for the current year, a lien but not yet due and payable;

easements, restrictions, reservations, covenants, and rights-of-way of record, if any; and any lien or encumbrance created by action of Grantee.

Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereto executed this Deed as of the day first above written.

GRANTOR:

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Chuck Harmon as Mayor and by Diane Breece as City Clerk of the City of Idaho Springs, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year herein above written.

(SEAL)

Notary Public

EXHIBIT A

Lot 3 of Block 57/Former Golddigger Field Subdivision,
City of Idaho Springs, County of Clear Creek, State of Colorado

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: March 11, 2024
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- The City Council Retreat has been confirmed for Friday, May 3. Please save the date. Details to come.
- Attended on February 22 the quarterly DRCOG City/County Managers Forum in Denver.
- Jon and I attended on February 22 a coordination meeting with FHWA and CDOT regarding the RAISE Planning Grant for the Mobility Hub project.
- Jon and I met on February 26 with the DRCOG grants navigator regarding grant opportunities.
- The Mayor, Jon and I attended on February 27 the periodic Mayors/Commissioners meeting.
- Jon and I attended on February 27 with HDR a progress meeting regarding the Mobility Hub project.
- The Mayor, Jon, Dylan, and I attended on February 27 a kick-off meeting for design of the new skate park.
- Paul and I attended progress meetings for the restrooms renovation project at City Hall.
- Paul and I attended progress meetings for the project to rehabilitate the exterior and windows of City Hall.
- The Mayor, Jon and I attended on February 28 the quarterly meeting of the Henderson Mine's Community Partnership Panel (CPP).
- The Mayor and I attended on February 28 the board meeting of the Clear Creek Economic Development Corporation.
- Staff and I attended on February 29 a pre-construction meeting for the Block 57 multi-family housing project at the former Golddigger Field.
- Staff and I attended on February 29 a progress meeting for the design to rehabilitate the CRC Play Park.
- Attended on March 1 the Project Leadership Team for the I-70 Floyd Hill Reconstruction Project.
- Staff and I met on March 1 regarding the grease trap inspection process and water/sewer issues.

- Jon and I met on March 4 with the Employers Council regarding the City's new membership and to discuss human resources goals and planning.
- Attended on March 6 the I-70 Coalition board meeting.
- Attended on March 6 a meeting with CDOT Executive Director Shoshana Lew regarding proposed legislation for transit funding.

Upcoming Events

- The City's auditors will be on site the week of March 11 to conduct the annual financial audit for 2023.
- The Clear Creek Board of Commissioners will conduct on Monday, March 18 at 6:00 p.m. at the Idaho Springs City Hall a Joint Meeting with the Municipalities, the Clear Creek County Emergency Services General Improvement District Board of Directors, and the Clear Creek Fire Authority Board to discuss fire protection and emergency services.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: March 11, 2024
SUBJECT: Staff Update
ATTACHMENTS: None



REQUESTS FOR ACTION

1. Move to approve the construction of a Corkscrew Exit Feature in the Virginia Canyon Mountain Park in the amount of \$21,000 from line item 21-00-6024 Park Improvements
2. Move to approve the construction of a new Equipment and Emergency Access Trail in the Virginia Canyon Mountain Park in the amount of \$49,000 from line item 21-00-6024 Park Improvements

UPDATES

1. On Tuesday February 27 I attended a meeting with Staff for the Skatepark Design Kickoff Meeting.
2. On February 28 I attended the Peaks 2 Plains Rebranding Meeting where we discussed renaming the trail "The Clear Creek Trail from Peaks to Plains"
3. On March 1 I attended the Technical Team Meeting for the Floyd Hill Project where we discussed Walls throughout the project.
4. Staff has been working to finalize Request for Proposal Documents for both Parking Management and Building Services.

MUNICIPAL COURT

1. February – 28 tickets written.
2. The March court date has 37 people on the docket.
3. People can pay their tickets.
4. 18 People must appear.

UTILITY BILLING

1. XBP
 - a. 405 XBP Users (401)
 - b. 202 Active Autopay Set-Ups (201)
 - c. 165 Paperless Billing Accounts (164).
2. Payment Plans
 - a. Total Active Plans: 12
3. Backflow
 - a. All customers have their backflow assemblies installed.
 - b. Staff is sending out compliance letters for the 2024 year. We have sent out 2 and 1 company has had the inspection done already.
4. Hauled Water
 - a. All the Invoiced account have returned their paperwork.

5. Utility Billing

- a. There was a billing error this cycle resulting in higher-than-normal bills. It was corrected.
- b. Antenna propagation study has been completed. If we elect to use the Mach10 Integrated meter (all-in-one), we will get 95% +/- reads.
- c. This is with 3 gateways in town, one up Hwy 103 and one further up Hwy 103 for a total of 5 Gateways. Our order is for 4 – however, since we will be phasing this project – we can always add one and we should be able to have them when we are ready to use them.



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

Community Development Planner Communication

Meeting Date: March 11, 2024
To: Mayor & Council Members
From: Dylan Graves, Community Development Planner
RE: Community Development Monthly Report

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

Development applications and pre-applications:

- Indian Hot Springs Local Historic Designation Request: Applicant is petitioning for local designation. First reading at Council was on 2.26.24, second reading March 25, 2024. HPRC recommended designation on February 20th.
- Annexations:
 - 839 CO 103: Pre-application stage, working with owner on a proposed annexation of approximately 2 acres.
- Soda Creek Highlands – Staff anticipates submittal of a Subdivision Improvements Agreement (SIA) in 2024. This will be presented to Council for action once it has been submitted and reviewed.

Other Activities:

- Housing Update – Staff plans to start working on Code updates related to housing, including hotels/motels and dormitory/shared amenity style housing and strategies to meet IHOP and Prop 123 goals. Anticipating a work session soon.
- Block 57 / Four Points Project: Building and excavation permits pending based on completion of several items that are nearing completion. Owners would like to break ground in March, working towards permit issuances. Discussions ongoing regarding funding and permitting.
- HPRC: Recommended Indian Hot Springs local designation on February 20, 2024; COA for 1535 Miner St approved with conditions on February 20, 2024. Beginning research on updates to Historic Design Guidelines, Sites & Facilities.
- Variance Board: There are no active variance cases currently.
- Inquiries: Staff continues to respond to a variety of planning and zoning inquiries from the public. Several projects are in pre-application awaiting additional materials before they can be formally submitted and reviewed that may require development review processes.



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: March 11, 2024

Subject: Staff Report Regular Meeting

- ✓ STR Lotto notice went to the paper and the city website and was published on February 8th. The STR lotto will close to letters of intent on March 11th, 2024. As of the date of this staff report, I have received six (6) letter's of intent for Idaho Springs. There is one (1) Short Term Rental License available for this lotto.
- ✓ Sales Tax Report
- ✓ SAFEBuilt Building Permit Report
- ✓ Will be attending the Clear Creek County Rafting Pre Season Meeting Thursday March 14th at 2pm, this is a virtual meeting.
- ✓ Currently in notary renewal process

	2016	2017	2018	2019	2020	2021	2022	2023	2024	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$136,640.85	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	16.92%	16.92%	312,734.13	267,471.90
Feb	\$182,564.35	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	12.72%	14.61%	681,097.38	594,266.72
Mar	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	6.29%	11.56%	1,046,933.27	938,447.15
April	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17		-100.00%	-19.43%	1,046,933.27	1,299,479.32
May	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93		-100.00%	-38.50%	1,046,933.27	1,702,379.25
June	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49		-100.00%	-48.17%	1,046,933.27	2,020,112.74
July	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09		-100.00%	-55.62%	1,046,933.27	2,359,141.83
August	\$233,208.76	\$248,756.18	\$274,310.00	\$286,678.64	\$288,486.68	\$364,020.44	\$364,822.74	\$446,442.74		-100.00%	-62.67%	1,046,933.27	2,804,584.57
Sept	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21		-100.00%	-68.90%	1,046,933.27	3,366,875.78
Oct	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55		-100.00%	-72.78%	1,046,933.27	3,846,841.33
Nov	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60		-100.00%	-75.57%	1,046,933.27	4,284,776.93
Dec	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75		-100.00%	-77.54%	1,046,933.27	4,661,564.68
Total	\$2,302,973.44	\$2,476,437.57	\$2,653,084.00	\$2,951,774.03	\$2,934,789.06	\$3,596,977.13	\$3,778,643.59	\$4,661,564.68	\$1,046,933.27				
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00				
% of Bud	116.90%	105.62%	104.58%	114.36%	97.75%	119.80%	99.44%	90.96%	19.85%				

Permit Acceptance Date: 02-01-2024 - 02-29-2024

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submission Status	Plan Review Status	Submission Name	Disciplines	Plans Examiner	Submission #	Days In SR Review	Valuation	Fees Assessed	Fees Paid																									
02/20/2024	2130 Riverside Drive, Idaho Springs	24IDSP-40010	Perma Exteriors LLC	Residential Alteration	03/04/2024		02/27/2024	03/01/2024	03/05/2024	In Progress	Delivered	Approved with Comments #2	Submittal #2	Building, Electrical, Mechanical, Plumbing, Structural	Pamela Brand	2	3	No	\$21,000.00	\$923.60	\$923.60																								
Count: 1	Permit Type		Replacement Windows																																										
Count: 1	Permit Scope		Deck																																										
02/05/2024	3313 Riverside Drive, Idaho Springs	24IDSP-40009	Renewal by Anderson	One Stop	02/09/2024	02/20/2024													No	\$28,943.00	\$534.15	\$534.15																							
Count: 1	Permit Status		In Progress																Total: \$28,943.00																										
02/22/2024	144 Virginia Street, Idaho Springs	24IDSP-40013	Power Home Remodeling	One Stop	02/22/2024														No	\$5,485.73	\$182.29	\$182.29																							
Count: 1	Permit Type		In Progress																Total: \$5,485.73																										
Count: 2	Permit Status		In Progress																Total: \$34,428.73																										
02/20/2024	2000 Colorado Boulevard, Idaho Springs	24IDSP-40011	Hastings Remodeling LLC	Commercial Alteration			02/21/2024	02/29/2024	03/06/2024	In Progress	Delivered	Resubmittal Required	Safety Plan Review	Building, Electrical, Mechanical, Plumbing, Structural	Barry Kemer, Dennis Graham	1	6	No	\$99,000.00	\$1,906.08	\$1,906.08																								
02/20/2024	302 Soda Creek Road, Idaho Springs	24IDSP-40012	DJ Smith & Company	Commercial Alteration			02/20/2024	02/20/2024	02/27/2024	In Progress	Delivered	Review Cancelled	Safety Plan Review	Building, Electrical, Mechanical, Plumbing, Structural		1	0	No	\$25,000.00	\$1,200.24	\$279.79																								
Count: 2																																													
Count: 2	Total Permits: 5																		Total: \$124,000.00																										
																				Total: \$124,000.00																									
																				Total: \$124,000.00																									
																				Valuation Total: \$179,428.73																									



Idaho Springs Police Department

3000 Colorado Blvd. ★ Post Office Box 907

Idaho Springs, CO 80452

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

<https://cityofidahosprings.colorado.gov/ISPD>

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: March 07, 2024

Subject: City Council Report for March 11, 2024

Requests for Action:

Chief Buseck Attended:

02/23/24: PD Renovations Meeting
02/26/24: New CCHAT Director and EMS Director
02/27/24: Department Heads
02/28/24: PD Renovations Meeting
03/04/24: Carlson Block Party Meeting
Office Of Emergency Management, Evacuation Route Planning
Juvenile Justice Board Meeting
Council Work Session
03/05/24: CC Wildland Tabletop Exercise
PD Renovations Meeting
03/04/24: Firearms Qualifications (Highlands Ranch LE)
PD Renovations Meeting

Training:

Upcoming Training:

03/25/24-03/29/24: One Officer will attend NTOA Crisis Negotiations (Colorado Springs, CO)
04/08/24-04/09/24: One Sergeant and One Officer will attend Child Death Investigation (Jefferson County, CO)
04/22/24-02/24/24: One Sgt. Will attend Shoot House Instructor Course (Littleton, CO)

Code Enforcement:

- Dogs at Large Complaints
- Abandoned Vehicles/Parking Complaints
- Snow and Ice Removal

Staffing:

- ISPD is currently fully staffed.

Significant Incidents:

February 23, 2024, ISPD officers located a local male in the 700 block of Miner Street who had an active warrant for his arrest for violation of protection order. While patting the suspect down the officers located drug paraphernalia. The male suspect was taken into custody for the warrant and was charged with possession of drug paraphernalia.

February 24, 2024, ISPD conducted a traffic stop in the 1300 block of Miner Street. While speaking to the driver it was learned that he had an active warrant out of Clear Creek County for DUI as well as his driving privileges are revoked. The male was arrested on his warrant and charged with driving under revocation.

February 27, 2024, ISPD officers observed a female party that matched the description of a suspect that was a fugitive from Kay County, Oklahoma for accessory to murder. **See attached press release.**

February 29, 2024, an ISPD officer was patrolling in Westbound I-70 near the 242 when he observed a Ford pickup truck failing to maintain its lane and almost colliding with multiple vehicles on the highway. ISPD conducted a traffic stop with the vehicle. While speaking to the suspect the officer observed signs that the male party was under the influence of alcohol. While the suspect was being arrested for DUI he became verbally and physically non-compliant. The male was taken into custody and charged with DUI, driving without a license, reckless driving, open container of alcohol, open container of marijuana, and resisting arrest.

March 05, 2024, an ISPD officer was patrolling I70 Westbound when he observed a vehicle driving without license plates. He initiated a traffic stop with the vehicle. While speaking to the driver he noticed that there was alcohol in the car. The driver had an active protection order prohibiting him from possessing or consuming alcohol as well as prohibiting him from possessing or purchasing a firearm or other weapons. While the officers searched the vehicle they located a stolen firearm, illegal scheduled II narcotics, as well as instruments commonly used for the distribution of drugs. The male was arrested and charged with two counts of unlawful possession of controlled substance, two counts of unlawful distribution/manufacturing/dispensing and sale of a controlled substance, three counts of violation of a protection order, possession of drug paraphernalia, no proof of insurance, and driving without proper license plates to be attached.



Idaho Springs Police Department
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ISPD Arrests Oklahoma Fugitive Wanted for Accessory to Murder

02/29/24

On February 27, 2024, an ISPD officer was on patrol and observed a female that matched the general description of a female suspect that was a fugitive from Kay County, Oklahoma for an accessory to murder. Multiple officers contacted the suspect in the 2300 block of Colorado Blvd at approximately 6:30 pm. The officers confirmed they had found 29-year-old Vanessa Norvell, of Ponca City, Oklahoma, who was wanted for accessory to murder. Norvell was taken into custody without incident and transported to the Clear Creek County jail after being medically cleared due to recent narcotics use. Norvell is currently being held on a \$100,000.00 bond at the Clear Creek County jail and is awaiting extradition to Kay County, Oklahoma.

Based on media reports (<https://kaynewscow.com/2024/01/12/warrants-issued-for-pair-charged-with-accessory-to-murder/>), Norvell was wanted in connection with the fatal fentanyl overdose of 40-year-old Benjamin Waters that occurred back on September 27th, 2023, in Ponca City, Oklahoma. "The Idaho Springs Police Department investigated the tragic fentanyl overdose death of 26-year-old Idaho Springs resident Garrett Chandler on September 24th, 2023, which was, coincidentally, within days of the Ponca City overdose," said Chief Nathan Buseck of the Idaho Springs Police Department. "Our agency empathizes with both families that lost loved ones to fentanyl and our agency is committed to combating this dangerous drug. ISPD was grateful we could assist our law enforcement partners in Ponca City, Oklahoma and appreciates the collaborative and positive relationship with the Kay County District Attorney's Office in safely apprehending this individual."



(booking photo courtesy of the Clear Creek County S.O.)



Warrants issued for pair charged with accessory to murder

© January 12, 2024 | @ County Featured Police

UPDATE Hutchison arrested

The Kay County District Attorney's Task Force arrested Hutchison on Jan. 10 at the intersection of Waverly and Highway 62. (see story)

NEWARK — Warrants are issued for two subjects facing accessory to murder charges in the overdose death of 40-year-old Benjamin Waters.

Mickey Ray Hutchison, 39, and Vanessa Norvell, 29, are wanted on charges of accessory to murder, conspiracy, and larceny from a house. Norvell is also charged with false declaration of ownership in pawn.



Commitment to...*I*ntegrity and *S*afety through constitutional *P*olicing and *D*edication to our community.



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

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: March 11th, 2024
Re. STAFF REPORT PUBLIC WORKS

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

Our Streets and Parks teams have been super busy with all of the recent snow over the past couple of weeks. Bob, Steve, Willie and Chris have been diligent in keeping our roads and pathways clear even through weekends.

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

The Public Works building has seen the majority of structural frame and siding installed. The plan is to finish closing in by the week of the 18th of March and start heating the interior for concrete floor work and radiant heating installation.

No Action items.

**Paul Crain
Public Works Superintendent**



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: 3/11/2024

Re. STAFF REPORT WATER WASTEWATER

- BPCCC Violation extended to 3/31/24. Next public notice to go out on 4/3/2024 if not resolved. *Backflow devises have been installed and reported to CDPHE.*

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	0.04	0.50	ND

- Discharge permit updates.
- DMR complete

WATER

- PLC replacement – Working out bugs in the system, nothing to limit production or quality.
- MOR complete
- Idaho Springs Reservoir EAP updates
- Rockfall mitigation