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NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, February 10th, 2025 – 5:30 p.m.

NOTICE AND AGENDA OF WORK SESSION

Monday February 10th, 2025 5:30 p.m.

- **Subdivision Improvements Agreement – Soda Creek Highlands**
- **Names for Parking Lot, Trails & Bridges**

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

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

IDAHO SPRINGS
CITY COUNCIL STAFF REPORT

Meeting Date: February 10, 2025	**Page 1 of 10**	**Item:** **Subdivision Improvements Agreement for the Soda Creek Highlands Development**
Presented by: Dylan Graves, Community Development Planner		

PROPOSAL:

This is a review of and possible action on the Subdivision Improvements Agreement (SIA) submitted to the City by the Soda Creek Highlands Development Co., LLC (the Developer) for the Soda Creek Highlands subdivision development (Subdivision) west of Pine Slope Road. The SIA establishes required public improvements to be constructed as part of the development, determines the estimated costs required to construct said improvements, and requires the owner/developer to provide a financial guarantee for completion of the improvements. The SIA requires the financial guarantee to be 125% of the estimated costs to construct the public improvements.

The Subdivision, which already received necessary planning approvals in 2005, will require the installation of certain public improvements primarily of benefit to the Subdivision and not to the City. As such, the Developer shall, at its sole cost and expense, design, construct and install those water and sewer main extensions, streets, curbs, gutters, storm drainage facilities and other public improvements listed on Exhibit B, included as Attachment B. The public improvements are required to conform with and be subject to the City's Comprehensive Plan, Municipal Code, including its Subdivision Regulations and Design Standards, and to all other applicable laws, rules, regulations and specifications of the City and any and all other governmental authorities having jurisdiction. The Developer shall secure and comply with all necessary permits issued by the City and other governmental authorities. Upon completion of the project and final acceptance by the City of the required improvements, the City will own the public improvements and will be responsible for maintaining them, including the streets and utility mains. Final acceptance is generally one (1) year (the warranty period) after initial conditional acceptance by the City.

The final plat for this Subdivision was approved and recorded in 2005 and is attached for reference. The Subdivision contains 45 single-family residential lots on 42.04 acres, 2.57 acres of which is open space.

ATTACHMENTS:

A. Draft Subdivision Improvements Agreement, including Exhibits
B. Recorded Subdivision Final Plat
C. Preliminary Civil Plans and Cost Estimate
D. Pine Slope Road 40.00 Right-of-Way and Quit Claim Deed Recorded Documents

BACKGROUND:

The subject property was subdivided into 45 single-family residential lots in 2004 under the name Bristlecone Pines. A SIA was agreed upon at that time but was never executed. Typically, an SIA is approved for work before a final plat is approved and recorded. However, in this case, although the City has the recorded final plat, we do not have a currently valid SIA to go along with it to provide for the public improvements required as part of the project. Notes show that part of the reason that development did not occur was the economic downturn in 2008. This led to the project remaining dormant for some time, though the plat has continued in effect over the intervening years.

In 2018, the current owners purchased the property and initially proposed to re-subdivide the property at a much higher density and rezone the property to a Planned Development (PD), which would have allowed for over 200 multi-family dwelling units. This proposal was taken to the Planning Commission in March 2020, where the Planning Commission recommended denial of the rezoning. The application was then withdrawn without a City Council action. Therefore, the subdivision plat creating 45 single-family lots remains in place. However, any rights that the Property owner previously possessed to develop the Property under the prior City Code and standards has expired. The City may therefore impose its current Code and standards on the Property so long as such imposition does not deprive the owner of reasonable use of the Property.

As such, the execution of the SIA is the next step in the process to allow the Developer to continue with the project and build the necessary public improvements required prior to construction on any of the platted lots. Once an SIA is approved, the Developer will be able to submit final civil plans showing their proposed public improvements for review and approval. The City currently has preliminary plans, which require revisions before they can be approved and permits for the work can be issued. For example, the plans included in this packet do not have final drainage in place – additional drainage improvements will need to be shown to meet current City requirements. However, the plans included in this packet contain sufficient detail to provide an adequate estimate of costs for the necessary improvements included in the SIA document. Once the final civil plans are approved, the Developer will be able to begin work on public improvements. Once these are completed and the City accepts the improvements, the construction process for the 45 single-family lots may commence.

As mentioned above, completion of the required public improvements is addressed in the SIA by requiring the developer to provide a surety bond, cash or an irrevocable letter of credit in an amount equal to 125% of the estimated costs of the improvements. The financial guarantee must designate the City as beneficiary and authorizes the City to draw upon the same, in order to complete the improvements, if necessary. This is a form of assurance that the improvements will be completed. Where the improvement funds come from is not subject to approval under the SIA. In 2019, with City approval, the Property owners voted to form Metropolitan Districts that cover the Property in order to help finance the development (Soda Creek Highlands Metropolitan District Nos. 1 and 2). These Districts and their funding mechanisms are not a part of this SIA.

NECESSARY PUBLIC IMPROVEMENTS:

According to Section 24-61 of the Idaho Springs Municipal Code (ISMC), the subdivider shall improve all streets, sidewalks, curbs, gutters, public ways and facilities, water and sewer services and drainage structures in the subdivision and adjacent thereto required to serve the subdivision.

According to Section 24-61, the minimum improvements which the subdivider shall make at the cost of the subdivider prior to acceptance for maintenance by the City shall be:

1. *Grading, paving, drainage and drainage structures necessary for the proper use and drainage of streets and public safety. In addition, it is required that the subdivider mitigate the impact of the additional traffic from the proposed subdivision on existing City streets. The subdivider will be assessed an impact fee per lot for single-family residential subdivisions, per dwelling unit for multifamily housing and per parking space for commercial and industrial development, in amounts set forth in the City's fee schedule.*
2. *Curbs and gutters.*
3. *Street name signs and all traffic control signs.*
4. *Sidewalks, minimum widths:*
    a. *Residential: three (3) feet.*

b. *Nonresidential: six (6) feet.*

5. *Fire hydrants, spaced to meet the requirements of the Fire Code as adopted by the City. Water main sizes and pressures shall meet the requirements of the City's Fire Code.*
6. *Water and sanitary sewer systems shall be extended to each lot in the subdivision and connected to the existing City system. The design of each system must be approved by the City prior to commencement of construction. The subdivider shall bear all costs for the water and sewer systems. In addition, the City shall evaluate the impact of the added burden on the City's existing water and sewer treatment facilities and distribution systems. The evaluations shall be prepared by the City's engineering consultants and shall be paid for by the subdivider. When the results of these evaluations indicate the extent of the impact the proposed subdivision will have on existing facilities and distribution systems, the subdivider will be assessed a cash fee based upon the engineering studies, sufficient to offset the projected impact on such facilities and distribution systems.*
7. *Electric, gas and all other private utilities. All utilities shall be underground and shall meet the requirements of the utility provider and the City's Electrical Code.*
8. *All parks, recreational facilities and other public improvements as called for in the subdivision regulations.*

An analysis of the proposed improvements is as follows:

1. Provisions for grading, paving, drainage, and drainage structures are necessary and are included in the proposed SIA document. The City will require that impact fees be paid at the time of building permit for all future construction on the lots, once public improvements are complete and homes can be constructed. This is included as a condition of approval. Staff believe that requiring impact fees at the time of construction is suitable since it is at this point that impacts on adjacent properties and on the City at-large will be realized. Staff believe that the impact of development is mitigated, as the Developer will improve Pine Slope Road between the north access to Soda Creek Road and the entrance to the subdivision. The Developer has also committed to drainage improvements to ensure that drainage issues do not occur for adjacent properties.

   The Developer has prepared preliminary civil plans that need to be revised and updated to address concerns about stormwater and drainage infrastructure. There is an existing residential development directly east of the subdivision along Pine Slope Road that needs to be protected from any additional drainage and stormwater from the new subdivision in accordance with City requirements. The proposed SIA requires in Section 4 that final civil plans meeting all City requirements be submitted, reviewed, and approved prior to the construction of any public improvements. Additionally, it requires that the Developer updates their cost estimate to staff satisfaction if those improvements require amendments to that estimate to be bonded. Thus, although we currently do not have detailed plans for drainage and stormwater infrastructure, the SIA obliges the Developer to provide those items and protects the City from allowing any improvements that do not contain those facilities.

2. The SIA includes provision for curb and gutter facilities as part of the proposed public improvements.

3. Street name signs and traffic control signs will all be required as part of the proposed public improvements and a condition is proposed requiring as much.

4. Sidewalks are not proposed as part of the current SIA. The Developer has requested that no sidewalks be required as part of the development. City staff believe that this is a reasonable concession, as the proposed roadways are low volume and are more rural in feel than a typical street within City Limits. A lack of sidewalks is in keeping with other, similar residential developments in the City that also do not have

sidewalks, like Montane Park. Given that Pine Slope Road is classified as a low volume road with under 450 average daily trips (ADTs) per day, Staff finds it reasonable that pedestrians could share the road with vehicles. Staff recommends that "share the road" signage be required to notify road users that the roadways are shared between pedestrians, vehicles, and other road users.

5. The development proposes nine (9) fire hydrants to provide water access in case of emergencies. The proposed SIA calls for 6" water lines. The Fire Authority has reviewed the proposed application and did not provide any comments of concern, though this will also be reviewed as part of the final civil plan review.

6. The proposed plans provide for required water and sewer improvements, including several improvements off the subject property. 6" water lines are proposed across the development. 6" sewer lines are also proposed. These widths are suitable for the intensity of development that is proposed. Off the Developer's property, the Developer will be required to improve the section of Pine Slope Road from the north intersection of Pine Slope Road and Soda Creek Road to the Developer's property line. The SIA also requires sewer improvements for properties along Pine Slope Road, per Section 28 of the SIA. For example, the Developer shall install sanitary sewer service connection lines to the edge of properties at 635, 637 and 639 Pine Slope Road from the new sewer main to be installed in Pine Slope and shall abandon "in place" the existing collection line in Pine Slope Road (at the Developer's cost). The Developer may also be required to extend sewer mains and install sanitary sewer service connection lines to the edge of property at 623, 627, 633, 620, 626, 632, and 634 Pine Slope Road, if directed by the City (that work would be completed by the Developer but paid by the City).

   The City has not yet evaluated the impact of the added burden on the City's existing water and sewer treatment facilities and distribution systems but will do so prior to final approval of civil plans for public improvements. The evaluations shall be prepared by the City's engineering consultants and shall be paid for by the subdivider in accordance with Section 24-61 requirements. This is included as a proposed condition of approval.

7. All electric, gas, and other private utilities will be required to be underground. There is an existing overhead electrical line owned by the Public Service Company of Colorado (PSCO) and an 80' easement is granted to PSCO for this line. This line will not be required to be relocated underground as part of this development.

8. The proposed public improvements do not include park or recreation space within the development. However, the development includes 2.9-acres of open space as part of Open Space Tract E, which is proposed to be dedicated to the City as part of this SIA. It is not anticipated that substantial maintenance would be necessary, as the land is expected to remain in unimproved condition. Some drainage improvements, such as swales, may be constructed in this area but no park or recreation improvements are proposed.

PROPOSED VARIANCES/DEVIATIONS FROM SUBDIVISION REGULATIONS

In the proposed SIA, the Developer requests several deviations from the ISMC and the *Standards and Specifications for Design and Construction*, as included in Section 27 of the draft SIA. Section 24-2 of the ISMC notes that some areas of the City may not be considered practical or feasible for subdividing or development due to rugged topography or geological or environmental health problems. In cases where such factors are present, an exception may be granted pursuant to Article X of this Chapter if the Planning Commission or the City Council

finds that strict compliance with the design criteria and other requirements provided herein is not feasible because of said factors, and that the variance requested will not be injurious to the public health, safety or welfare. These same variances were requested and previously approved concurrently with the approval of the Plat in 2004. However, the right to utilize these variances has long since expired. However, these variances may be once again considered and approved by the City Council. Aside from these requested variances, the proposed improvements will be required to be fully compliant with City regulations. The requested variances are as follows:

Subdivision Regulation	Variance Summary
3.3.A	Allow parking on one side of streets except in areas where centerline road radius is less than 50-ft.
3.3.A	Permit reduction of roadway width from 26 ft to 20 ft curb to curb for section of Pine Slope road from intersection with Soda Creek Road to driveway at Station 17 + 21.61.
3.3.A	Allow reduction of roadway width from 26 ft to 24-ft curb to curb.
3.3.D.1	Permit maximum roadway grade of 8.25% and intersection grade greater than 4% at one intersection.
3.3.D.2	Permit minimum roadway centerline radius of 40-ft.
3.3.D.3	Permit a minimum of 0-ft tangents (reverse curves) in some situations due to topographical constraints.
3.4	Permit allowance for no sidewalk on either side of roadways.
3.6.C	Allow utility easements in dedicated public rights-of-way also used as roadways.
6.1.D	Permit allowance for no sidewalk on either side of the roadway.
7.2.A	Accept land dedication of Open Space Tract "E" – 2.9 acres which is 5.19% of the total land area being subdivided.

These items were reviewed by City staff, including planning, engineering, and public works. They were also reviewed by the Clear Creek Fire Authority to ensure compliance with fire district requirements. These variances were determined to be appropriate, allowing flexibility in design while still achieving the goals and purposes of City regulations.

The proposed request to allow street parking on only one side of the street, as opposed to both sides, seems reasonable given the requirement for at least two off-street parking spaces associated with new single-family residences. Given that there are only residential uses proposed in the subdivision, there appears to be less need for on-street parking than in other areas of the City where there are a mix of uses and higher densities.

The reduction in roadway width from the required 26 feet to 20 feet near the intersection of Soda Creek Road was for the intersection with Soda Creek Road along Pine Slope Road in an area that is no longer proposed for access to the Subdivision. As such, City staff believes that this variance should be removed. The variance requesting a 24-foot width from curb to curb was reviewed by JVA, the Fire Authority, and Public Works, none of whom had issues with the reduced widths. The referral departments agreed that necessary services – Fire and EMS, road maintenance, etc. – could be performed on these narrower roads. Additionally, the existing Pine Slope Road surface is only ~16' in width, so the condition will be improved in this area. Staff believe that a 24' road width is acceptable for the rest of the project since the *Standards and Specifications for Design and Construction* allow for 12' lane widths, which can be accommodated. Staff has received comments stating that while the 20' width may be largely suitable along the ~1000-foot stretch between Pine Slope Road and the intersection with Soda Creek

Road, it should be wider at the intersection with Soda Creek Road to accommodate turning vehicles. This has been proposed as a condition of approval.

As mentioned above, sidewalks are not proposed as part of the current SIA as the Developer has requested that, due to the slopes associated with the development and the low volume of estimated vehicle ADTs, sidewalks not be required. Staff find it reasonable that pedestrians could share the road with vehicles, though again staff believe that it would be wise to require street signage indicating that it is a shared space for vehicles, pedestrians, and other street users.

The City's *Standards and Specifications for Design and Construction* state that the maximum grade for all roads is seven percent (7%). Where roads approach intersections see Table 3.7.4. However, a local or low volume road may have sections with a grade of seven percent (7%) to eight point, nine, nine percent (8.99%) provided all the following conditions are met: 1. The section shall be no longer than 500'. 2. The section shall have a horizontal radius of 1000' or greater. 3. Grades shall not exceed seven percent (7%) for 500' on either end of the section. 4. Curves with a horizontal radius of less than 600' shall not be within 500' on either end of the section. The proposed road grades are within the allowances included, with some room for deviation with the Fire Authority's acceptance. As such, staff were not concerned with an allowance for 8.25% grades throughout the project. Fire Authority and Public Works Department staff believe that the grades and turning radii associated with the development will not hinder necessary functions by either agency.

OUTSTANDING ITEMS REQUIRING ATTENTION BEFORE IMPROVEMENTS CAN BE CONSTRUCTED:

Stormwater/Drainage Infrastructure:

The Developer submitted a preliminary civil set for public improvements with the intention of providing adequate detail to determine estimated costs of construction, which would allow them to provide a bond for 125% of those estimated costs. The ISMC requires in Section 24-123 that a guarantee be held to ensure that the City is indemnified for all costs of construction of the required improvements. preliminary set has been reviewed by staff, including planning staff, engineering staff, public works staff, and Fire Authority staff. Staff from Engineering are not convinced that the cost estimate is sufficient because their proposed plans do not contain substantial consideration of drainage and stormwater improvements, which may impact on the total project cost.

However, to guard against the possibility that estimated costs based on preliminary plans are too low/inadequate, the SIA requires that updated final civil plans and a revised cost estimate (if needed) must be provided *and approved* by City staff before any public (or other) improvements can start to be constructed. This is required by the proposed SIA.

Sections 4(b) and 4(c) of the SIA requires that final plans be submitted, reviewed, and approved by relevant City staff members and consultants prior to construction of any public improvements. Although City staff believe that the preliminary plans are sufficient to estimate the costs necessary to complete public improvements, they are not complete, final plans. The SIA obliges the Developer to construct all public improvements, regardless of total cost, so if the SIA estimate ends up being low, the Developer will still be required to complete all public improvements, and the 25% contingency ensures that additional money is bonded should the City be required to complete any necessary improvements. Final Plans and a revised cost estimate based thereon must be filed with and approved by the City prior to the scheduling of a pre-construction meeting and prior to the construction of any Facilities or the issuance of any permit or City approval related to the same. So, if Council is comfortable moving forward with

this SIA document, there are several checks in place to ensure that before any improvements are constructed, City staff will ensure that the cost estimate is accurate and approved plans meet all City requirements.

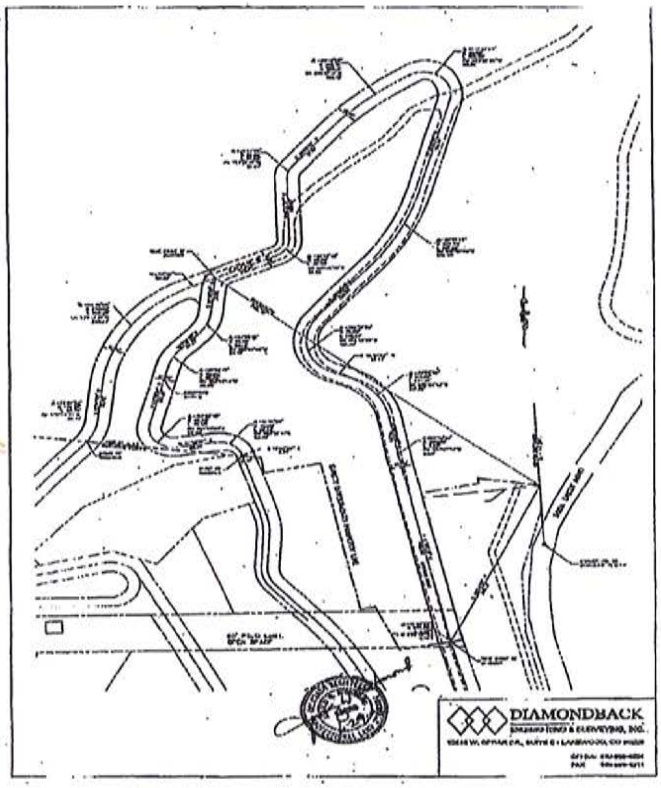
Pump House Sufficiency for Water Flow and Pressure:

City staff has noted that the preliminary plans for Soda Creek Highlands public improvements contains a proposal for a pump house below Lots 40 and 41 of the Subdivision, which is meant to provide for adequate water pressure and flow necessary to serve the 45 single-family lots. However, the preliminary plans do not provide detail about the size of the water pump proposed to be constructed. As such, City staff cannot confirm whether the proposed pump house will provide adequate flows or pressure. Further, the Exhibit B cost estimate sheet does not contain an estimated cost to provide the pump house, which Staff believe need to be updated.

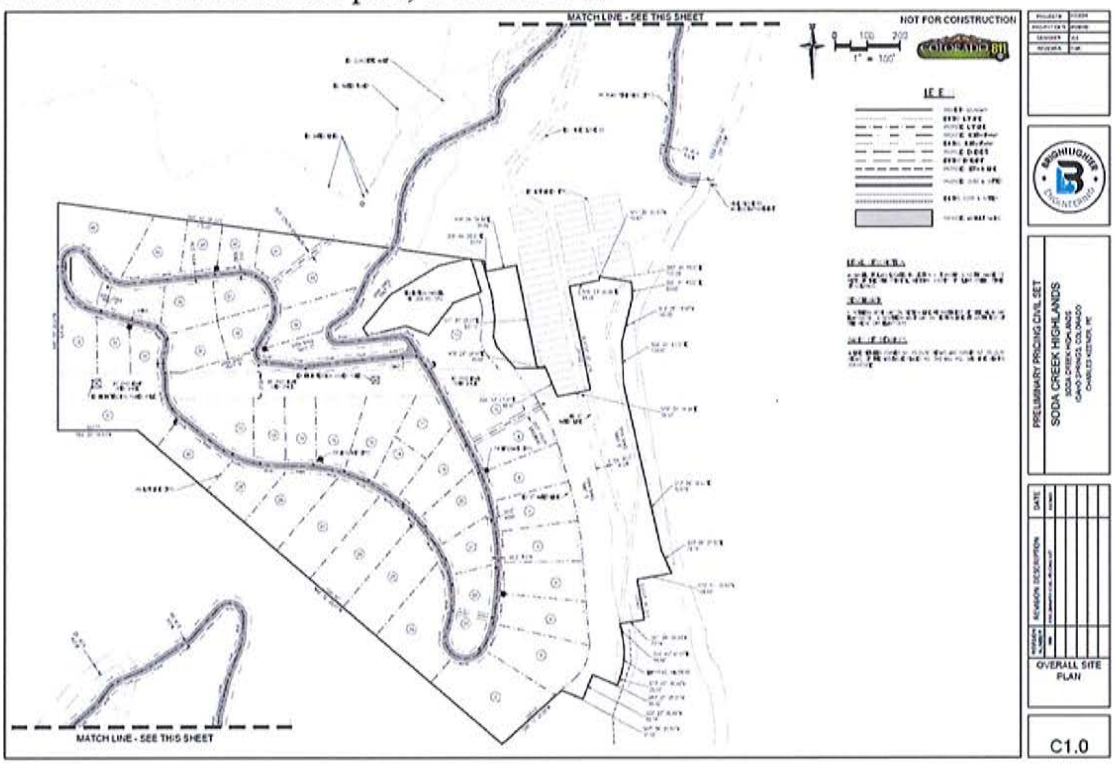
Staff have included a condition of approval requiring that the Developer demonstrate that proposed improvements are sufficient to provide adequate flow in accordance with Fire Authority requirements and allow for adequate water pressures in accordance with City requirements, to be determined by relevant staff. This condition includes a requirement that the Exhibit B cost estimate be updated to show any additional improvements necessary to provide for those required elements.

Subdivision Access:

In concert with the Final Plat process, a 40.00-foot Right-of-Way (ROW) for Pine Slope Road was granted to allow for access to the Subdivision and to allow for necessary roadway improvements to construct a road meeting the City's requirements. While analyzing this ROW deed, Staff noted that the ROW does not follow the Developer's current planned alignment for roadway improvements. The dedicated ROW, as approved, is as follows:



It appears that when the Final Plat for the Subdivision was approved in 2004 and subsequently recorded, the plan was to improve the roads leading up to the Subdivision via Pine Slope Road, connecting to Soda Creek Road south of the existing homes on Pine Slope Road and the ROW shown above reflects this. However, the proposed roadway improvements deviate from this plan, as seen below:



The Developer has proposed a new 40.00-foot ROW between the upper Pine Slope Road intersection and the intersection with the north access to Soda Creek Road to avoid adding vehicle traffic from the new subdivision in the vicinity of the existing homes on Pine Slope Road. However, the Developer has not provided evidence that they have an agreement with the current property owner, IHS RE LLC, to dedicate this 40.00-foot ROW and construct these improvements. Evidence that this dedication has been achieved will be necessary before any roadway improvements can begin and is included as a condition of approval.

NEXT STEPS AFTER APPROVAL:

Once the SIA is approved, the City will require earth disturbance permits and building permits – if necessary – to allow the public improvements to be built. These permits will not be issued until final civil plans meeting all City requirements are submitted and approved. City staff will also ensure that all approved conditions of approval be completed before any permits are issued.

STAFF ANALYSIS OF PROPOSAL:

City planning staff believe that the SIA provides necessary protection to the City to allow the Developer to proceed with the next step in development, with the caveat that civil plans are not sufficient and need to be revised and updated to meet City requirements. It obliges the Developer to provide all necessary public improvements in accordance with the current ISMC and the *Standards and Specifications for Design and Construction.* Staff is reasonably convinced that the cost estimate provided is likely sufficient to construct the necessary public improvements listed in the aforementioned documents and in Exhibit B of the SIA and if the estimate is low once updated civil drawings are submitted, the SIA requires the Developer to update their cost estimate to the City's

satisfaction. As mentioned above, there is a question about whether water pressure and flow will be sufficient as proposed. A condition of approval is included requiring the Developer to provide this evidence.

Additionally, Staff needs evidence from the Developer that the proposed 40.00-foot ROW that currently does not exist is agreed to by the Developer and the private property owner across which the ROW travels. This is required before any construction can begin. Whether this evidence must be provided prior to approval of this SIA is another topic for discussion.

Staff believe that the proposed variances from the *Standards and Specifications for Design and Construction* are reasonable given the site constraints and the relatively low densities associated with the proposed development.

Engineering recommended that the Developer update their plans and their cost estimate before Council approves this SIA. They believe that the SIA should only be approved once plans are detailed enough to show that they can adequately provide stormwater and drainage facilities to protect adjacent property owners. However, the SIA does require that final civil plans meet all City requirements and that no construction will be authorized until sufficient plans meeting requirements are submitted and reviewed. Final Plans and a revised cost estimate based thereon must be filed with and approved by the City prior to the scheduling of a pre-construction meeting and prior to the construction of Facilities or the issuance of any permit or City approval related to the same, per Section 4 of the draft SIA. Given the above, administrative staff and legal staff have agreed that the SIA legally can be approved, though defers to City Council about whether Council is comfortable with moving forward at this time before more detailed plans for stormwater and drainage are submitted.

CONDITIONS IMPOSED BY THE PROPOSED SIA:

1. Prior to the construction of any public improvements, final civil plans must be submitted to City staff for review and approval.
2. Prior to approval of final civil plans, drawings must be updated to include drainage improvements meeting City of Idaho Springs standards for such infrastructure. Final Plans and a revised cost estimate based thereon must be filed with and approved by the City prior to the scheduling of a pre-construction meeting and prior to the construction of any Facilities or the issuance of any permit or City approval related to the same.

FURTHER PROPOSED CONDITIONS OF APPROVAL IF APPROVED:

1. Street signs and traffic control signs (stop signs, yield signs, etc.) are required as part of the necessary public improvements. Signage shall be installed as part of the public improvements required to notify vehicles, pedestrians, and other road users that the road is shared.
2. All private utility lines, including gas and electric lines, are required to be underground as part of this development.
3. The City's engineering consultants, in coordination with City staff, shall evaluate the impact of the added burden on the City's existing water and sewer treatment facilities and distribution systems prior to the issuance of any permits required to construct approved public improvements. Any impacts shall be paid by the Developer.
4. An impact fee of $5,000 per residential lot is required per the Idaho Springs Fee Schedule. This impact fee is required to be paid for each lot prior to issuance of a building permit to construct improvements on said lot.
5. The Developer shall demonstrate that proposed improvements allow for adequate flow in accordance with Fire Authority requirements and allow for adequate water pressures in accordance with City requirements

and plans shall be updated to reflect any new improvements necessary to achieve the foregoing. The Developer submitted Exhibit B cost estimate for public improvements shall be updated to reflect any additional improvements necessary to provide for those required elements.

6. A 40.00-foot ROW between the upper Pine Slope Road intersection and the intersection with Soda Creek Road shall be dedicated to allow for necessary roadway improvements. Evidence of an executed agreement with the private property owner across which the proposed ROW exists is necessary before any roadway improvements can be permitted. The following variance shall be removed from the variance summary: Permit a reduction in roadway width from 26 ft to 20 ft curb to curb for section of Pine Slope Road from intersection with Soda Creek Road to driveway at Station 17 + 21.61, as it is no longer relevant.

STAFF RECOMMENDATION:

Staff do not have a formal recommendation related to this proposal for Resolution No. _____, Series 2025, a Resolution Approving the Subdivision Improvements Agreement for the Soda Creek Highlands Development because although we believe that the SIA provides adequate protections to the City and adjacent property owners, staff realize that there are some issues that may need to be addressed before action is taken.

SUBDIVISION IMPROVEMENT AGREEMENT

FOR

SODA CREEK HIGHLANDS SUBDIVISION

THIS SUBDIVISION IMPROVEMENT AGREEMENT FOR SODA CREEK HIGHLANDS SUBDIVISION (this "Agreement"), is made and entered into this ___ day of September, 2024, by and between the **CITY OF IDAHO SPRINGS, COLORADO,** a municipal corporation (the "City") and **SODA CREEK HIGHLANDS DEVELOPMENT COMPANY LLC**, a Colorado limited liability company (" Developer").

WHEREAS, Developer is the owner of certain real property situated in the City commonly referred to as the Soda Creek Highlands Subdivision, which is described in Exhibit A, attached hereto and incorporated herein by this reference. Both said real property and the proposed development thereon, shall hereinafter be referred to as the "Subdivision";

WHEREAS, Developer desires to develop the Subdivision and has applied to the City Council of the City for approval of the final plat of the Subdivision;

WHEREAS, the parties hereto have agreed that the Subdivision will require increased municipal services from the City and will further require the installation of certain public improvements primarily of benefit to the Subdivision and not to the City of Idaho Springs as a whole; and

WHEREAS, the City Council of the City approved the final plat of the Subdivision (the "Final Plat"), a copy of which is on file in the office of the City Clerk and made a part hereof by reference, on the condition that Developer enter into this Agreement to provide for the installation of street, water, sewer, storm drainage and other public improvements described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. **Design and construction.** Developer shall, at its sole cost and expense, design, construct and install those water and sewer main extensions, streets, curbs, gutters, storm drainage facilities and other public improvements listed on Exhibit B, attached hereto and incorporated herein by this reference, and shown on approved improvement plans, specifications, profiles and the Final Plat, (the "Facilities"). The Facilities shall be designed, constructed and installed in conformity with and subject to the City's Master Plan, Municipal Code, including its Subdivision Regulations and Design Standards and to all other applicable laws, rules, regulations and specifications of the City and any and all other governmental authorities having jurisdiction. Developer shall secure and comply with all necessary permits issued by the City and other governmental authorities.

2. **Phasing.** As per the Final Plat dated _____, Developer has the right to construct the necessary improvements in two separate phases. Exhibit B identifies the Facilities separated into the appropriate phase. The performance guarantee required in Section 12, below, shall be

provided for each phase and the prior to the commencement of construction or excavation related to that phase.

3. Conveyance. In accordance with the provisions of Article IV, Chapter 24 of the Idaho Springs Municipal Code, Developer shall, at no cost to the City, convey the Facilities to the City.

4. Plan review and approval; Cost estimate; pre-construction meeting.

(a) Developer shall engage, at its sole cost and expense, a Colorado-registered civil engineer to prepare detailed plans, specifications and profiles (the "Plans") for the complete construction and installation of the Facilities. Such Plans shall be based upon such engineering surveys, including such soil borings and material tests determined to be necessary by the City, and shall conform with the City's Master Plan, Municipal Code, including its Subdivision Regulations and Design Standards, and to all other applicable laws, rules, regulations and specifications of the City.

(b) Preliminary Plans have been submitted to the City for review and approval prior to the execution of this Agreement. In order to secure the construction and installation of the Facilities such that the City has sufficient funds to complete the construction should Developer default, Developer has estimated the costs of the Facilities, shown on **Exhibit B**, based upon the Preliminary Plans. The City has, in good faith, reviewed and approved those cost estimates. The Parties acknowledge that the costs and quantities set forth on **Exhibit B** are estimates only and that the actual costs and quantities may vary from such estimates. Developer acknowledges and agrees that it shall be responsible for the entirety of the actual costs of the Facilities regardless of whether such actual costs exceed the estimates.

(c) Final Plans and a revised cost estimate based thereon must be filed with and approved by the City prior to the scheduling of a pre-construction meeting and prior to the construction of any Facilities or the issuance of any permit or City approval related to the same. Not later than at the pre-construction meeting, Developer shall furnish the City the performance guarantee required under Section 11 hereof. If the City disapproves the Final Plans, it shall inform Developer in writing of the reasons for any disapproval.

(d) At the pre-construction meeting, Developer and City shall determine a schedule for the construction of the Facilities, taking into consideration any necessary improvements serving the Subdivision and other properties in the City and any other relevant factors, in order to coordinate construction and reduce, to the extent reasonably possible, the cost and impact on the public.

5. Construction observation.

(a) The City shall decide any and all questions that may arise during construction as to the quality and acceptability of the materials furnished, the work performed or the manner of performance of the work.

(b) Developer shall notify the City at least two business days before commencing construction and at any and all other times specified by the City for observation, inspection or

testing in any plan approvals or otherwise. No observation, inspection or testing will be performed by the City on weekends or holidays without the express agreement of the City secured in advance.

(c) The inspections, observations, testing and reviews performed by the City are for the sole and exclusive benefit of the City. No liability shall attach to the City by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement.

(d) Developer shall pay the City for all costs incurred by the City in the performance of the above said services within 30 days after receipt of the City's invoice for said services.

6. Stop work orders. The City may revoke any approval for work and issue a Stop Work Order upon a determination that Developer has violated or is about to violate any condition of any plan approval, any provisions of the Municipal Code, or any other standard, specification, rule or regulation imposed by the City. A Stop Work Order shall take effect immediately upon the entry thereof by the City and notice to Developer and shall remain in full force and effect until rescinded in writing by the City.

7. Location. Water and sewer main extensions, storm drainage facilities and other Facilities specified by the City shall be located only in easements deeded to the City, or in roads or streets planned to be conveyed to and accepted by the City for maintenance as a public street, or which have already been so accepted.

8. Deeded easements; other property interests. Water and sewer main extensions shall be located only in easements dedicated to the City, or in roads or streets that the City or Clear Creek County has accepted for maintenance as a public right-of-way. Such easements shall be deeded to the City by separate instrument, not by plat, at no cost to the City and at such time and upon such terms as the City may reasonably require. Developer shall comply with the following minimum requirements in connection with all such grants:

(a) Developer shall furnish the City with a legal description of all easement parcels to be granted by any single conveyance instrument, consisting of a printed legal description, certified by a land surveyor registered in the State of Colorado, and an accurate survey drawing of each parcel tying each parcel to a survey land corner or corner of a platted parcel of land.

(b) The legal description shall be a "metes and bounds" description, accurately describing to a hundredth of a foot the point of beginning, each easement line bearing and distance, and the total area contained in acres.

(c) Easement surveys shall be presented at a scale sufficient to clearly show all easement boundaries. The survey shall show the north arrow, referenced section corner, all bearings and distances, total acres, adjacent property identification, street names, and date of preparation.

(d) Easement legal descriptions shall bear a professional land surveyor (State of Colorado) seal and signature. The easement legal description and survey shall be provided along with the City's Standard Easement Deed.

(e) Developer shall furnish suitable evidence of title, consisting of a commitment for or a title insurance policy, an attorney title opinion, a subdivision certificate, or a written ownership and encumbrance report, dated within 30 days before the date of submission to the City. Evidence of title must show all current mortgages and deeds of trust, liens, and other encumbrances against the Subdivision. The City may require reasonable evidence of the authority of the individuals executing the conveyance instrument to bind Developer thereto.

(f) The City may require a properly executed and acknowledged release or other suitable instrument to exempt any easement parcel from any prior lien or encumbrance. If such is required, the City will not accept the main extensions or other Facilities for maintenance until it receives all required releases. The City reserves the right to require additional or supplemental evidence of title after the release is recorded.

9. Easement acquisition costs. Developer shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of any and all deeded easements or fee conveyances required hereunder. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the City to commence or prosecute any condemnation action.

10. Restriction on issuance of building permits. The City shall issue no building permit for any lot within a particular phase until all Facilities within that phase, including but not limited to streets, curbs, gutters, sidewalks, crosspans, drainage facilities, erosion control, water, wastewater, and stormwater improvements, and street fixtures have been conditionally accepted by the City pursuant to Article III of Chapter 19 of the City's Municipal Code.

11. Performance guarantee - public improvements. In order to secure the construction, installation, and completion of the Facilities, Developer shall furnish the City with a surety bond, cash or an irrevocable letter of credit with the City designated as beneficiary. The surety bond, cash or letter of credit shall be provided prior to commencement of construction or excavation, including but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, and prior to the issuance of any permits, building or otherwise. The surety bond, cash or letter of credit shall be in an amount equal to One Hundred Twenty-Five percent (125%) of the estimated costs of that portion of the Facilities to be constructed in the Phase proposed to be commenced (if development is to be phased). If development is not to be phased, the surety bond, cash or letter of credit shall be in an amount equal to One Hundred Twenty-Five percent (125%) of the estimated costs of all Facilities. The cost estimates used for the performance guarantee(s) shall be based on the Final Plans, as approved by the City pursuant to Section 4 hereof. If a letter of credit is provided, it shall be substantially in the form and content set forth in Exhibit C.

Eighty percent (80%) of the secured amount related to a component of any Facilities may be released if the City Engineer determines there has not been any failure in such Facility and no corrective work is required in order for the Facility to be in conformance with the applicable specifications for that Facility. Upon preliminary acceptance of all of the Facilities in a particular phase, the City may release an additional ten percent (10%) of the entire secured amount for that

phase, leaving ten percent (10%) of the initial secured amount as assurance of performance during the warranty period until final acceptance by the City.

12. Construction.

(a) Construction, installation, materials and equipment shall be in accordance with appropriate standards and codes approved by the City. Materials used will be in accordance with the City of Idaho Springs materials specifications. Developer will cause the contractors to furnish the City with a schedule of proposed operations at least five (5) days prior to commencement of construction work.

(b) Street improvements (except curbing, gutter and sidewalks) shall not be installed until all utility lines to be placed therein have been completely installed, including stub-outs for all individual service lines leading in and from the main to the property line. The physical connection of the stub-outs to the main as required under this paragraph does not include or carry with it the legal permit to connect to the water or sewer systems of the City.

(c) In case of conflict between approved utility drawings and standard specifications, the former shall supersede and control.

(d) Any contractor selected by Developer to construct and install the Facilities may be rejected for good cause in writing by the City, in which case Developer shall neither engage nor use such contractor to perform any work on the Facilities.

(e) Developer shall cause to be furnished to the City for its approval survey information at maximum fifty-(50-) feet stations of all streets in the Subdivision after initial grading, after final grading of road base material (following installation of utilities), and survey information of the water lines and sanitary sewer lines, measured at the crown of the pipe, at all manhole inlets and outlets, pipe bends, valves, and at maximum 50-feet stations between these points. Survey information shall consist of data points identifying the Northing, Easting, and Elevation of each survey point, shall be within the approved survey tolerances established for the project, and shall be sealed and signed by a professional land surveyor licensed in the State of Colorado. No utility work shall be commenced until the initial grading survey is accepted in writing by the City. Developer shall cause to be furnished to the City in writing a statement or contract document indicating the contractor who is responsible for re-grading to the approved final grade of the road base after utility construction.

(f) Developer shall implement the recommendations presented in the geotechnical investigation prepared by _____ dated _____.

13. Design revisions during construction. It is understood that the Subdivision is located in a mountainous setting and near existing homes sites/structures. As a result minor field changes may be necessary in order to install the required improvements. Should Developer encounter field conditions that prevent construction of Facilities to occur in conformance with the approved Plans, a meeting shall be scheduled by Developer and the City to discuss an alternative design. Developer's construction shall not deviate from approved plans without review and approval by the City.

14. Conditional acceptance. Upon completion of construction, Developer shall initiate the dedication process by submitting a request to the City for a preliminary inspection of the Facility. The Facility will qualify for conditional acceptance by the City when all of the following conditions have been met:

(a) The City has determined that the Facility has been constructed and connected to City facilities in conformity with the city's master plan, Municipal Code, approved Plans, construction notes and the city's Design Standards, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

(b) Developer has tendered and the City has approved and accepted the following:

1. Record drawings and certified required test results;

2. For water and sewer Facilities, key map pages consistent in form and content with current City requirements as to key maps showing the location of all component parts of the Facility or other arrangements approved in writing by the City have been made for the preparation thereof;

3. A twelve-month maintenance bond in an amount equal to ten (10) percent of the costs of constructing the Facility, or such greater amount as may be reasonably determined by the City on account of special circumstances of the particular facility, or any portion thereof;

4. A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached;

5. A duly executed written assignment of all manufacturer's warranties on materials and equipment;

6. Any and all deeds, bills of sale, agreements and other conveyance instruments required by the City to vest merchantable title to all component parts of the Facility, including without limitation all necessary easements, rights-of-way and other property interests in the City;

7. All required subordination agreements and partial releases of prior encumbrances; and

8. Payment of all sums then due to the City in connection with the Facility.

(c) The Facility is located in or on property owned by the City, or within or upon which the City has the legal right to construct, install, operate, maintain, repair and replace the Facility.

(d) The City shall evaluate the request and give written notice to Developer of its action, stating any special conditions attached to the conditional acceptance or the reasons for a

denial of the request. No taps or service connections to water or sewer Facilities will be permitted, nor will the City accept applications for such taps, until the City has conditionally accepted such Facilities as herein provided.

15. Maintenance and repair. Until final acceptance of the Facility, Developer shall be solely responsible for all routine maintenance and for correction of any and all defects in the Facility, as set forth below:

(a) Developer shall, at its sole cost, protect the Facility and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, utility installation or vehicular traffic. In addition, Developer shall, at its sole cost, correct any soil subsidence or erosion which the City determines occurred in connection with or as a result of construction of the Facility.

(b) Developer shall, at its sole cost, correct, repair or replace any part or parts of the Facility which the City reasonably determines were not constructed in conformity with this Code, approved plans, construction notes or the City's design standards, or which the City determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Unless other provisions are made elsewhere in the Municipal Code for curing of defects in any specific type of facility, the City's notice and order to cure shall specify the nonconformity, direct the Developer at its cost to perform specified curative work and specify the period of time determined by the City to be reasonably necessary for completion of such work. If Developer fails within the specified time following such notice to cure the nonconformity stated therein, the City may, in addition to and without waiving any other remedy, perform the work itself and charge Developer for its actual costs incurred in connection therewith.

16. Acceptance for maintenance (final acceptance). At the expiration of one (1) year from the date of conditional acceptance, or any longer period of time reasonably determined by the City on account of the particular circumstances of the Facility or any portion thereof, Developer may request the City perform a final inspection and accept the Facility for maintenance. Upon such request, the City shall inspect the Facility and shall accept the same for maintenance when all of the following conditions are met:

(a) The City determines that the Facility has been constructed and connected to city facilities in conformity with the city's master plan, this Code, approved plans, construction notes and the city's design standards, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

(b) Developer has fully performed all maintenance and repair obligations imposed upon it by section 15, above, during the period of conditional acceptance.

(c) Developer has tendered and the city has approved all of the following:

1. A verified statement of actual cost of the Facility, itemized as the City may require;

2. Any and all deeds, bills of sale or other conveyance instruments necessary to vest title to all component parts of the Facility in the City with warranties of title as provided in section 14(b)6, above;

3. All drawings, maps and construction notes pertaining to any changes in the Facility made during the period of conditional acceptance;

4. Payment of all sums due to the City from Developer on account of the Facility.

The City's acceptance of the Facility for maintenance shall be effective as of the date noted therefor on written documentation prepared by the City. As of such date, all of Developer's right, title and interest in and to the constructed Facility shall be deemed immediately to pass to and vest in the City, free and clear of all liens and encumbrances, and Developer shall warrant and defend the conveyance of such Facility to the City, its successors and assigns against all and every person or persons whomsoever. As of the date of final acceptance, the City shall maintain the Facility at its expense. Nothing contained herein, however, shall be construed to relieve Developer from his warranty obligations as to the Facility. Notwithstanding final acceptance, Developer, his successors and assigns shall own and remain responsible for all water and sewer service lines and private water and sewer facilities as provided in chapter 22 of the City's Municipal Code.

17. Safety; traffic control. Developer shall determine, initiate, maintain and supervise all measures necessary to protect the public during construction. Such safety measures for work in public rights of way shall conform at a minimum to the current edition of the Model Traffic Code for Colorado municipalities in effect in the City and the current edition of the Manual of Uniform Traffic Control Devices.

18. Control of weeds. In addition to any and all other remedies the City may have under its municipal code for the control of weeds, the City may deny a building permit for any lot in the Subdivision whose owner, including Developer, if applicable, shall fail to cut or destroy weeds on property in the Subdivision which is owned by such person after receiving ten (10) days written notice to do so.

19. Control of refuse. Developer shall at all times keep the Subdivision free from accumulation of waste material or rubbish caused by its operations. It shall remove such rubbish no less than weekly and, at the completion of its work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials caused by its operations. Developer agrees to maintain the finished street surfaces free from dirt caused by its operation. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until corrected to the satisfaction of the City. In the event that Developer fails to adequately clean the street(s) within two (2) days after written notice, the City may have the street(s) cleaned and charge Developer for said cost of cleaning.

20. Contractor Licensing. Before proceeding with any of the work contemplated herein, Developer shall ensure that all contractors and/or subcontractors employed by Developer shall be

licensed by the City before the contractor and/or subcontractor may commence work on any improvements within or adjacent to the Subdivision.

21. Insurance.

(a) Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

(b) Developer shall procure and maintain, and shall cause any subcontractor of Developer to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease – policy limit, and five hundred thousand dollars ($500,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of four million dollars ($4,000,000) each occurrence and five million dollars ($5,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) general aggregate.

(c) Any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy.

(d) Developer shall provide to the City a certificate of insurance, completed by Developer's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(e) Failure on the part of Developer to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City.

22. Faithful performance of construction contracts; guaranty.

(a) Developer shall fully and faithfully comply with all terms of any and all contracts entered into by Developer for the installation and construction of all Facilities.

(b) Developer guarantees that all workmanship and materials on Facilities constructed hereunder will conform to approved plans and be free from defects.

(c) Developer will repair and replace defective Facilities as required by Section 19-53 of the Idaho Springs Municipal Code.

23. Binding effect. The terms and provision hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of Developer and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them, and they shall be jointly and severally liable hereunder. This Agreement, at the option of the City, shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision, and all recording fees, if any, shall be paid by Developer.

24. Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail (return receipt requested). Such notice or demand shall be deemed given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until changed by notice given as above:

If to the City, at:	City Clerk City of Idaho Springs 1711 Miner Street, Box 907 Idaho Springs, CO 80452
If to Developer at:	C/O Kevin O'Malley 147 Grouse Way

Evergreen, CO 80439

25. Indemnification. Developer agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees and assigns from any and all liability, claims, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or any work subject to this Agreement if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Developer, any subcontractor of Developer, or any officer, employee, representative, agent of Developer or of any subcontractor of Developer, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, or which arise out of any Worker's Compensation claim of any employee of Developer or of any employee of any subcontractor of Developer. In any and all claims against the City or any of its officers, insurers, volunteers, representatives, agents, employees or assigns, by any employee of Developer, any subcontractor of Developer, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 25 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer or any subcontractor under worker's compensation actions, disability benefit acts or other employee benefit acts. In the event it becomes necessary for the City to bring any action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including but not limited to defective work, and the City prevails in such litigation, Developer shall pay the City its reasonable attorneys' fees as determined by the Court. Developer agrees to investigate, handle, respond to, and to provide defense for and defend against such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Nothing herein shall be deemed to impose upon Developer any obligation to defend or hold the City harmless against claims for damages legally caused by any unlawful act or omission of the City.

26. City performance of Developer obligations. The City shall have the right, but shall have no obligation or duty, to perform, or pay for the performance of any of Developer's obligations hereunder, including without limitation payment of any subcontractors or suppliers of labor or materials.

27. Variances. In accordance with §10.1 of Appendix C to the Idaho Springs Municipal Code, the City has determined that the variances from subdivision design standards listed below are not injurious to the public health, safety or welfare, and are appropriate to alleviate hardship or practical difficulties owing to the mountainous terrain in which the Subdivision and some off-site Facilities are located. The said variances are approved by the City, as follows:

Subdivision Regulation	Variance Summary
3.3.A	Allow parking on one side of streets except in areas where centerline road radius is less than 50-ft.
3.3.A	Permit reduction of roadway width from 26 ft to 20 ft curb to curb for section of Pine Slope road from intersection with Soda Creek Road to driveway at Station 17 + 21.61.
3.3.A	Allow reduction of roadway width from 26 ft to 24-ft curb to curb.
3.3.D.1	Permit maximum roadway grade of 8.25% and intersection grade greater than 4% at one intersection.
3.3.D.2	Permit minimum roadway centerline radius of 40-ft.
3.3.D.3	Permit a minimum of 0-ft tangents (reverse curves) in some situations due to topographical constraints.
3.4	Permit allowance for no sidewalk on either side of roadways.
3.6.C	Allow utility easements in dedicated public rights-of-way also used as roadways.
6.1.D	Permit allowance for no sidewalk on either side of the roadway.
7.2.A	Accept land dedication of Open Space Tract "E" – 2.9 acres which is 5.19% of the total land area being subdivided.

28. <u>Pine Slope Road sewer</u>.

(a) Developer shall install sanitary sewer service connection lines to the edge of properties at 635, 637 and 639 Pine Slope Road from the new sewer main to be installed in Pine Slope Road upgradient from man hole (MH) #4 and shall abandon "in place" the existing collection line in Pine Slope Road as reasonably directed by the City. The City will reimburse all actual costs incurred by Developer for these sanitary sewer service connection lines upon reasonable documentation of such costs by Developer.

(b) If directed by the City, Developer shall (i) extend an 8" PVC sewer main, with standard appurtenances including one or more manholes, approximately 180 linear feet northerly in Pine Slope Road from MH #4 to a point near the southeast corner of Lot 4, Block 3, Pine Slope Addition; (ii) install sanitary sewer service connection lines to the edge of properties at 623, 627 and 633 Pine Slope Road; and (iii) install a stub-out for the currently unnumbered parcel located between 623 and 633 Pine Slope Road. If the City directs these additional extension and installations to be made, Developer will complete the work associated with the extension and installations and the City will reimburse all actual costs incurred by Developer for such extensions and installations upon reasonable documentation of such costs by Developer.

(c) If directed by the City, Developer shall install sanitary sewer service connection lines to the edge of properties at 620, 626, 632 and 634 Pine Slope Road and connect them to its

new sewer outfall main between MH #4 and MH #2, and at the City's request abandon "in place" the existing service lines and the 6" outfall to which they are connected in the area of the new service lines, as directed by the City. If the City directs this additional work, Developer will complete the work associated with it and the City will reimburse all actual costs incurred by Developer for the additional service lines and connections stub-ins upon reasonable documentation of such costs by Developer.

29. Miscellaneous provisions.

(a) Incorporation by Reference. All approved plans, special provisions, proposals, specifications and contracts for the Facilities shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.

(b) Amendment. This Agreement shall not be amended except by a writing executed by both parties.

(c) Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also agreed that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(d) Further assurance. Each of the parties hereto, at any time and from time to time, will execute and deliver such further instruments and take such further action as may reasonably be requested by the other party hereto, in order to cure any defects in the execution and delivery of, or to comply with or accomplish the covenants and agreements contained in this Agreement and/or any other agreements or documents related thereto.

(e) Governing law and venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in Clear Creek County, Colorado.

(f) Litigation and attorney's fees. In the event of claims, disputes or other disagreements between the parties which the parties are not able to resolve amicably, either party may bring suit in a court of competent jurisdiction seeking resolution of the matter. The prevailing party in any suit shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

(g) No waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

(h) Third parties. There are no intended third-party beneficiaries to this Agreement.

(i) Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

(j) Governmental immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars ($150,000) per person and six hundred thousand dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

(k) Rights and remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

(l). Binding effect. The City and Developer each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed on the day and year first above written.

DEVELOPER:

Soda Creek Highlands Development Company LLC
a Colorado Limited Liability Company

By:_____
Kevin O'Malley, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Kevin O'Malley as Manager of Soda Creek Highlands Development Company, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:_____

_____
Notary Public

CITY OF IDAHO SPRINGS, COLORADO

By:_____
Chuck Harmon, Mayor

ATTEST:

_____
Diane Breece, City Clerk
[S E A L]

EXHIBIT A
Legal Description of Property
Soda Creek Highlands Subdivision

Lots 1 through 45 and Tract G
Soda Creek Highlands Subdivision
County of Clear Creek, State of Colorado

Exhibit B - Cost Estimate for Public Improvements

GRAPES & SONS EXCAVATING

Preliminary Cost Estimate for Soda Creek Highlands

3/4/2024

Description	
Paving - Asphalt/Road base 2700 tons @ $135.00 per ton	$364,500.00
6" SDR 35 Sanitary Sewer Pipe 4750 L ft. @ $62.00 per L ft.	$294,500.00
4ft Manholes (32) @ $5500.00 each	$176,000.00
6" C 900 Water Pipe 5,000 L ft.@ $74.00 L ft.	$370,000.00
Water Main Bend Assm. (51) @ $750.00 each	$38,250.00
Hydrant Assm. (9) @ $10,000.00	$90,000.00
24" to 48" Culverts @ $140.00 per ft. 300LF	$42,000.00
Water & Sanitary Sewer Service Stubs @ $6500.00 each	$6,500.00
Structural Retaining Wall 6400 per face ft.@ $90.00 per face ft.	$576,000.00
Vertical cut slope anchors 6200 @ $85.00 per face ft.	$527,000.00
Cut 19,200 c yd. @ $12.00 per c yd.	$230,400.00
Fill 1300 c yd @ 1200 per c yd.	$15,600.00
Total	$2,730,750.00
Contingency 25%	$682,687.50
Total with Contingency	$3,413,437.50

EXHIBIT C
LETTER OF CREDIT

ISSUING BANK:

_____
_____
_____

APPLICANT:
Soda Creek Highlands Development Company LLC
Attn.: Kevin O'Malley
147 Grouse Way
Evergreen, CO 80439

BENEFICIARY:
City of Idaho Springs
1711 Miner St., Box 907
Idaho Springs, CO 80452

AMOUNT/CURRENCY
Up to US $_____

DATE AND PLACE OF EXPIRATION:

_____

LADIES AND GENTLEMEN:

We hereby establish our Irrevocable Letter of Credit in your favor in the amount of $_____.

The Purpose of this Letter of Credit is to secure performance of a Subdivision Improvement Agreement for the Soda Creek Highlands Subdivision dated _____, 200__, between the City of Idaho Springs, Colorado and Soda Creek Highlands Development Company LLC.

You are hereby authorized to draw on sight on the issuing bank, by drafts, up to the aggregate amount of $_____.

The sole condition for payment of any draft drawn against the Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the Mayor or his designee to the effect that Developer is in default of Developer's obligations pursuant to the Development Agreement. We hereby agree with drawers and endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that it shall expire _____, 200__ provided that the issuing bank has given the City sixty (60) days prior written notice of the impending expiration.

Communications with respect to this Letter of Credit shall be in writing, specifically referring to the number of this Letter of Credit, and shall be addressed to us:

If by registered mail:

_____
Authorized Signature

If by courier:

_____
Authorized Signature

FINAL PLAT
BRISTLECONE PINES SUBDIVISION
A REPLAT OF PORTIONS OF SODA HILL ESTATES
A PORTION OF THE MONTAGUE PLACER, U.S. SURVEY NO.349 AND 450 AMENDED, OF THE OHIO MINING DISTRICT, CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents, that the undersigned, hereby certify that they are all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the City of Idaho Springs, Clear Creek County, Colorado, described as follows:

A parcel of land located in Section 1, Township 3 South, Range 73 West of the 6th Principal Meridian, County of Clear Creek, State of Colorado:

Soda Hill Estates, according to the plat filed in Book 394 at Pages 291, 292, 293 and 294 in the records of County of Clear Creek, State of Colorado, including Tracts A, B, C, D and E, EXCEPT Lots 45 and 46 thereof. The Tract is more particularly described as follows:

Part of the Montague Placer, U.S. Survey No. 349 and 450 Amended, Ohio Mining District, Clear Creek County, Colorado, more particularly described as follows:
Beginning at a point on line 14-15 of said Montague Placer from which corner No. 15 of said Montague Placer bears S02°31'43"E a distance of 125.04 feet; thence from Point No. 1 S02°31'43"E, 50.00 feet to Point No. 2; thence from Point No. 2 S13°28'17"W, 140.00 feet to Point No. 3; thence from Point No. 3 S02°31'43"E, 128.00 feet to Point No. 4; thence from Point No. 4 S12°54'36"E, 523.25 feet to Point No. 5; thence from Point No. 5 S23°08'27"E, 79.74 feet to Point No. 6; thence from Point No. 6 S79°51'33"W, 106.69 feet to Point No. 7; thence from Point No. 7 S10°08'27"E, 126.02 feet to Point No. 8; thence from Point No. 8 S81°06'55"W, 77.14 feet to Point No. 9; thence from Point No. 9 S10°41'41"E, 48.49 feet to Point No. 10; thence from Point No. 10 along the arc of a curve to the right 110.42 feet to Point No. 11, said curve has a delta angle of 27°44'21" and a radius of 228.08 feet; thence from Point No. 11 S17°02'40"W, 35.29 feet to Point No. 12; thence from Point No. 12 N67°27'05"W, 83.60 feet to Point No. 13; thence from Point No. 13 S22°23'31"W, 80.14 feet to Point No. 14; thence from Point No. 14 N67°34'20"W, 71.02 feet to Point No. 15; thence from Point No. 15 S48°12'26"W, 248.53 feet to Point No. 16; thence from Point No. 16 N49°32'52"W, 1081.86 feet to Point No. 17; thence from Point No. 17 N49°32'53"W, 409.43 feet to Point No. 18; thence from Point No. 18 WEST, 243.71 feet to Point No. 19; thence from Point No. 19 NORTH, 593.57 feet to Point No. 20; thence from Point No. 20 NORTH, 108.38 feet to Point No. 21; thence from Point No. 21 S82°12'05"E, 1335.12 feet to Point No. 22; thence from Point No. 22 S08°46'28"E, 33.12 feet to Point No. 23; thence from Point No. 23 N78°24'35"E, 95.66 feet to Point No. 24; thence from Point No. 24 S11°35'25"E, 322.12 feet to Point No. 25; thence from Point No. 25 N78°24'35"E, 25.00 feet to Point No. 26; thence from Point No. 26 S22°53'57"E, 101.98 feet to Point No. 27; thence from Point No. 27 N78°24'35"E, 105.00 feet to Point No. 28; thence from Point No. 28 N11°35'25"W, 325.00 feet to Point No. 29; thence from Point No. 29 N78°23'46"E, 95.26 feet to Point No. 30; thence from Point No. 30 N11° 35'25"W, 10.92 feet to Point No. 31; thence from Point No. 31 S80°39'55"E, 102.39 feet, more or less, to Point No. 1, the Point of Beginning, containing 43.06 Acres, more or less; Excepting therefrom Lot 45 and Lot 46, Soda Hill Estates, and also excepting therefrom a parcel of land described in Book 206 at Page 583 in the records of County of Clear Creek, State of Colorado, has laid out, subdivided, and platted the same into lots, blocks, tracts, streets, and avenues as herein shown under the name and style of Bristlecone Pines Subdivision, a replat of portions of Soda Hill Estates.

The undersigned have by these presents laid out, platted and subdivided the same into lots, blocks and tracts, streets, and avenues as herein shown under the name and style of Bristlecone Pines Subdivision and do hereby grant and convey to the City of Idaho Springs all such streets and avenues, alleys, parks, and all utility and drainage easements over and across said lots at locations shown on the accompanying plat for construction, operation and maintenance of utilities and drainage facilities.

Expressly including Utility Tract A, Open Space/Drainage Tracts B, C and D, and Open Space Tracts E and F.

Signed this 17th day of November 2006.

CEFSH Financial, LLC

Mark Foster

By: Mark Foster, Manager CEFSH Financial, LLC

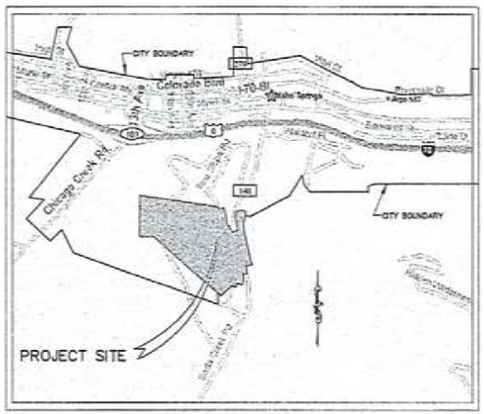
STATE OF COLORADO,)
)ss
COUNTY OF CLEAR CREEK)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF November 2006,
BY MARK FOSTER, MANAGER CEFSH FINANCIAL, LLC
A COLORADO LIMITED LIABILITY COMPANY.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/30/2008





VICINITY MAP
— NTS —

EXCEPTIONS TO TITLE COMMITMENT:

THE FOLLOWING EASEMENTS APPEAR IN THE TITLE COMMITMENT BY LAND TITLE GUARANTEE COMPANY, ORDER NO. ABC70126520-6 DATED 02-03-2006, AND CAN NOT BE DEFINITELY LOCATED ON THE PLAT.

RIGHT OF WAY AS GRANTED TO THE TOWN OF IDAHO SPRINGS, ALSO KNOWN AS THE CITY OF IDAHO SPRINGS, BY INSTRUMENT RECORDED NOVEMBER 5, 1880 IN BOOK 54 AT PAGE 356, AND AS RECOGNIZED AND AFFIRMED IN QUIET TITLE DECREE RECORDED APRIL 6, 1976 IN BOOK 359 AT PAGE 86.

EASEMENT AND RIGHT OF WAY AS GRANTED TO THE COLORADO TELEPHONE CO. BY INSTRUMENTS RECORDED JUNE 11, 1910 IN BOOK 179 AT PAGE 206, AND DECEMBER 9, 1910 IN BOOK 179 AT PAGE 347, AND AS RECOGNIZED AND AFFIRMED IN QUIET TITLE DECREE RECORDED APRIL 6, 1976 IN BOOK 359 AT PAGE 86

PLANNING COMMISSION APPROVAL CERTIFICATE

APPROVED BY THE CITY OF IDAHO SPRINGS PLANNING COMMISSION THIS 1st DAY OF February A.D., 2006.

CHAIRMAN

Cynthia Condon
SECRETARY

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF CLEAR CREEK, STATE OF COLORADO THIS 11th DAY OF December A.D., 2006. AT BOOK 766 PAGE 182 RECEPTION NO. 234288.

Karen Hagen-Dugally
CLERK AND RECORDER

CITY COUNCIL APPROVAL CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING, AND CONVEYANCE OF THE STREETS AND AVENUES, ALLEYS, PARKS, AND ALL OTHER PLACES DESIGNATED FOR PUBLIC USE SHOWN THEREON IS ACCEPTED BY THE CITY OF IDAHO SPRINGS, COLORADO, THIS 9th DAY OF October, 2006, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREET OR AVENUE, ALLEY, PARK, OR OTHER PLACES DESIGNATED FOR PUBLIC USE ONLY AFTER CONSTRUCTION OF SAID STREET AND AVENUES, ALLEYS, PARKS, AND OTHER PLACES DESIGNATED FOR PUBLIC USE HAS BEEN SATISFACTORILY COMPLETED BY THE SURVEYOR AND ACCEPTED BY THE CITY OF IDAHO SPRINGS.

APPROVED BY THE CITY OF IDAHO SPRINGS CITY COUNCIL THIS 9th DAY OF October A.D., 2006.

MAYOR

ATTEST:

CITY CLERK

TITLE CERTIFICATE

Shawn Browning AS AUTHORIZED AGENT FOR Land Title Guarantee Company TITLE COMPANY, AND HAVING THE POWER AND AUTHORITY TO LEGALLY BIND Land Title TITLE COMPANY WITH RESPECT TO THE CERTIFICATION MADE HEREIN, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO THE ABOVE-DESCRIBED LAND DEDICATION TO THE CITY OF IDAHO SPRINGS, AND THAT THE PARTY(IES) EXECUTING THE DEDICATION HAVE MERCHANTABLE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY AND ARE WELL SEIZED OF THE PROPERTY DEDICATED BY THIS PLAT AND HAVE GOOD, SURE, PERFECT, ABSOLUTE AND INDEFEASIBLE ESTATE OF INHERITANCE, IN LAW, IN FEE SIMPLE AND HAVE GOOD RIGHT, FULL POWER AND LAWFUL AUTHORITY TO DEDICATE THE SAME IN MANNER AND FORM AS AFORESAID, AND THAT SAME IS FREE AND CLEAR FROM ALL FORMER AND OTHER GRANTS, BARGAINS, SALES, LIENS, TAXES, ASSESSMENTS, ENCUMBRANCES AND RESTRICTIONS OF WHATEVER KIND OF NATURE EXCEPT THOSE OF RECORD AND ACCEPTABLE TO THE CITY.

BY:
AGENT
TITLE COMPANY

SURVEYORS CERTIFICATE

I, JERALD W. RICHMOND, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BRISTLECONE PINES SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS 17th DAY OF Nov. 2006

REGISTERED LAND SURVEYOR

REGISTRATION NO. 26278

CONSTRUCTION COVENANT

THE UNDERSIGNED OWNERS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, COVENANT AND AGREE WITH THE CITY THAT NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN, SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY THE SUBDIVISION REGULATIONS, ARE IN PLACE AND ACCEPTED BY THE CITY OR CASH FUNDS OR OTHER SECURITY FOR THE IMPROVEMENTS ESCROWED WITH THE CITY, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY. ISSUANCE OF THE CERTIFICATE OF OCCUPANCY SHALL BE PRIMA CERTIFICATE EVIDENCE THAT THE FOREGOING CONDITIONS HAVE BEEN COMPLIED WITH.

Signed this 17th day of November 2006.

CEFSH FINANCIAL, LLC

By: Mark Foster, Manager

REVISED SEPTEMBER 7, 2006
REVISED FEBRUARY 6, 2006
APRIL 2005

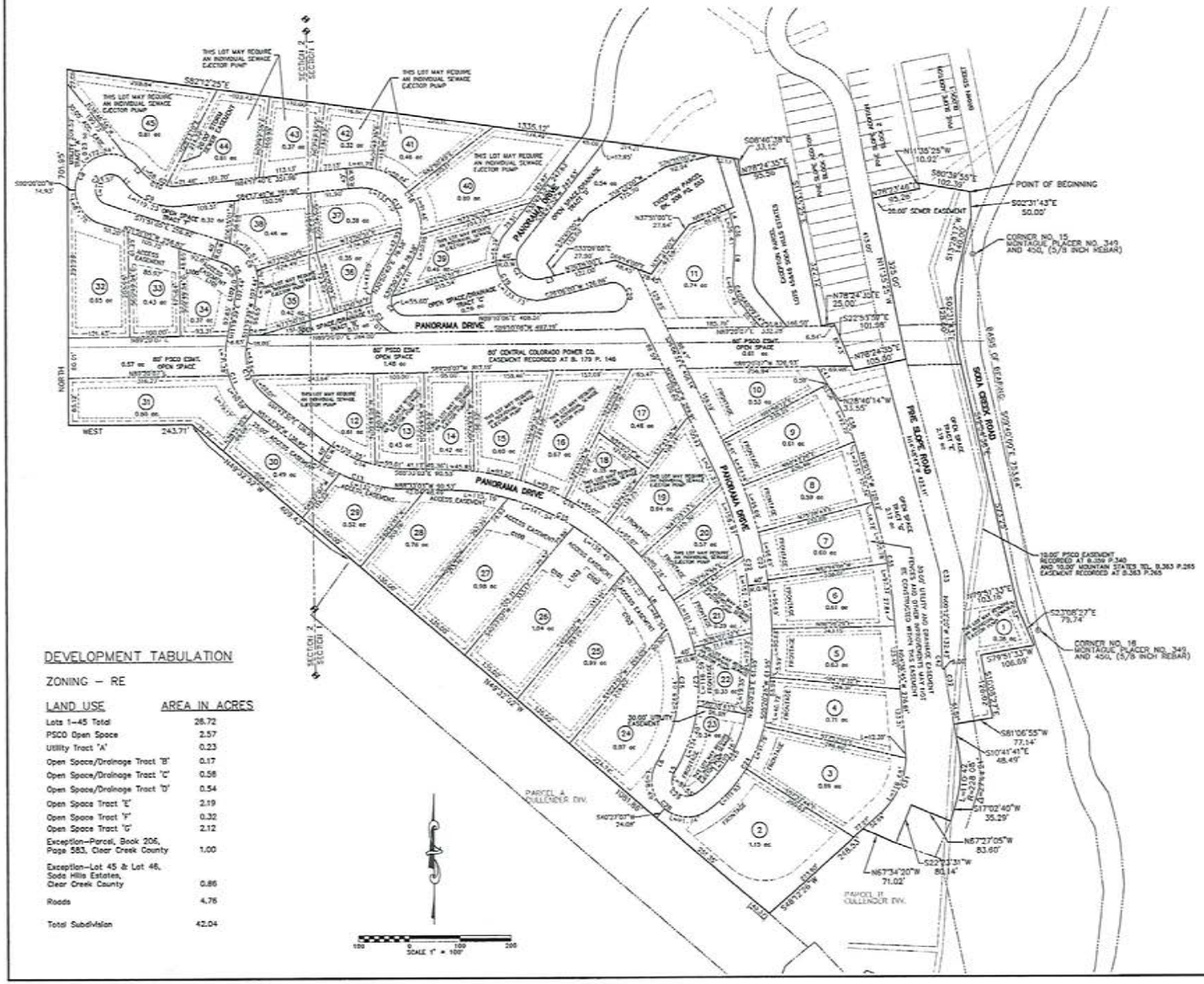
242898 12/11/2006 10:32:05 B:766 P:182 PLAT
Page 1 of 2 $20.00 D $0.00 $20.00 Clear Creek

DIAMONDBACK
ENGINEERING & SURVEYING, INC.
12640 W. CEDAR STE. C
LAKEWOOD, CO. (303) 985-4204

FINAL PLAT
BRISTLECONE PINES SUBDIVISION

A PORTION OF THE MONTAGUE PLACER, U.S. SURVEY NO.349 AND 450 AMENDED, OF THE OHIO MINING DISTRICT, CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

SHEET 2 OF 2



LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE
L1	N39°03'59"W	10.00'
L2	S39°03'59"E	10.00'
L3	S76°08'00"W	26.24'
L4	S16°43'28"E	29.65'
L5	S31°03'56"W	6.98'
L6	S31°03'56"W	6.98'
L7	S33°42'53"E	24.89'
L8	S33°42'53"E	24.89'
L9	S03°08'46"W	59.65'

ACCESS EASEMENTS LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE
L100	S78°32'08"E	38.19'
L101	S55°56'51"E	85.68'
L102	S11°19'39"E	30.00'
L103	S40°27'07"E	55.00'

ACCESS EASEMENTS CURVE DATA TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C100	20°09'55"	410.00'	144.30'	S89°25'46"E	143.56'
C101	10°45'28"	375.00'	70.41'	S54°53'34"E	70.31'
C102	08°41'41"	430.00'	65.25'	S45°10'16"E	65.19'
C103	19°01'37"	430.00'	133.81'	S31°18'37"E	142.14'

CURVE DATA TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	NOT USED				
C2	NOT USED				
C3	97°04'56"	70.00	118.61	S17°41'49"E	104.92
C4	121°40'34"	30.00	63.71	S29°59'37"E	52.39
C5	83°10'44"	40.00	58.07	N30°15'43"W	53.10
C6	83°10'44"	80.00	116.14	N30°15'43"W	106.21
C7	213°04'29"	30.00	111.57	S34°41'10"W	57.52
C8	213°04'29"	70.00	260.32	S34°41'10"W	134.21
C9	56°55'45"	120.00	119.23	S67°14'28"E	114.39
C10	56°55'45"	80.00	79.49	S67°14'28"E	76.28
C11	63°03'09"	145.00	158.57	S20°11'55"E	151.84
C12	63°03'09"	105.00	115.55	S20°11'55"E	109.81
C13	36°49'34"	320.00	205.68	S70°08'17"E	202.15
C14	36°49'34"	280.00	179.97	S70°08'17"E	176.88
C15	54°50'10"	480.00	459.39	N61°07'58"W	442.08
C16	54°50'10"	520.00	497.68	N61°07'58"W	478.90
C17	126°33'00"	80.00	176.70	N32°25'50"W	142.91
C18	126°33'00"	120.00	265.05	N32°25'50"W	214.36
C19	142°36'52"	80.00	199.13	S32°35'34"E	151.56
C20	190°43'44"	28.50	94.87	N08°32'09"W	56.75
C21	142°36'52"	40.00	99.56	S32°35'34"E	75.78
C22	31°27'00"	780.00	428.15	N10°23'02"W	422.79
C23	31°27'00"	820.00	450.10	N10°23'02"W	444.47
C24	50°01'02"	280.00	244.43	N30°21'00"E	236.74
C25	50°01'02"	240.00	209.51	N30°21'00"E	202.92
C26	64°45'49"	280.00	316.58	N01°19'28"W	299.98
C27	64°45'49"	320.00	361.80	N01°19'28"W	342.84
C28	155°42'26"	70.00	190.23	S46°47'17"E	136.87
C29	155°42'26"	30.00	81.53	S46°47'17"E	58.66
C31	52°48'11"	140.00	129.06	N21°47'51"E	124.54
C32	06°21'29"	515.88'	57.20'	S07°30'57"E	57.22'
C33	14°39'59"	98.43	25.70	N06°08'51"W	30.63
C35	11°24'31"	1020.00	203.10	N10°19'00"W	202.76
C36	19°32'14"	105.00	35.41	N06°47'21"W	35.23
C38	01°42'27"	520.00	15.65	N16°52'59"W	15.65
C40	43°18'11"	80.00	60.46	S18°30'20"E	59.03
C41	03°23'57"	681.00	40.40	S59°31'32"W	40.40
C42	04°08'05"	520.88	37.59	S02°16'19"E	37.58

DEVELOPMENT TABULATION

ZONING – RE

LAND USE	AREA IN ACRES
Lots 1–45 Total	28.72
PSCO Open Space	2.57
Utility Tract 'A'	0.23
Open Space/Drainage Tract 'B'	0.17
Open Space/Drainage Tract 'C'	0.58
Open Space/Drainage Tract 'D'	0.54
Open Space Tract 'E'	2.19
Open Space Tract 'F'	0.32
Open Space Tract 'G'	2.12
Exception–Parcel, Book 206, Page 583, Clear Creek County	1.00
Exception–Lot 45 & Lot 46, Soda Hills Estates, Clear Creek County	0.86
Roads	4.76
Total Subdivision	42.04

SETBACKS AND EASEMENTS

FRONT LOT SETBACKS ARE 30.00 FEET UNLESS NOTED OTHERWISE
BACK LOT SETBACKS ARE 20.00 FEET
SIDE LOT SETBACKS ARE 15.00 FEET

UTILITY EASEMENTS ARE 8.00 FEET ON ALL SIDE AND REAR LOT LINES UNLESS OTHERWISE NOTED.

ACCESS EASEMENTS SHOWN ACROSS LOTS 32, 33, 34 ,35, 36 AND 37 ARE FOR CONSTRUCTION OF INDIVIDUAL UTILITIES AND PRIVATE DRIVEWAYS TO ACCESS THESE LOTS AND LOTS 31 AND 38. ACCESS EASEMENTS SHOWN ACROSS LOTS 40 AND 41 ARE FOR CONSTRUCTION OF INDIVIDUAL UTILITIES AND PRIVATE DRIVEWAYS TO ACCESS THESE LOTS AND LOT 39. CONSTRUCTION AND MAINTENANCE OF SUCH DRIVEWAYS SHALL BE THE RESPONSIBILITY OF THE OWNERS OF ALL OF THESE LOTS, INCLUDING LOTS 31, 38 AND 39, AND SHALL BE FOR THE BENEFIT ONLY OF THE OWNERS OF THE TWO GROUPS OF SAID LOTS RESPECTIVELY. DRIVEWAYS SHALL BE A MINIMUM WIDTH OF 12 FEET AND THE ALIGNMENT THEREOF SHALL BE LIMITED TO THE DEFINED ACCESS EASEMENT AREA ON EACH SUCH LOT.

30.00 FOOT ACCESS EASEMENT (UTILITY TRACT A). THIS EASEMENT IS PLATTED TO ACCOMMODATE AN EXISTING ACCESS/DRIVEWAY TO THE PROPERTY LOCATED WEST OF BRISTLECONE PINES. THE MAINTENANCE OF THIS ACCESS/DRIVEWAY WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

REVISED SEPTEMBER 7, 2006
REVISED FEBRUARY 6, 2006
APRIL, 2005

DIAMONDBACK
ENGINEERING & SURVEYING, INC.
12640 W. CEDAR STE. C
LAKEWOOD, CO. (303) 985–4204

SODA CREEK HIGHLANDS

A PORTION OF THE MONTAGUE PLACER, U.S. SURVEY NO. 349 AND 450 AMENDED, OF THE OHIO MINING DISTRICT, CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO

NOT FOR CONSTRUCTION

COLORADO 811

LEGEND

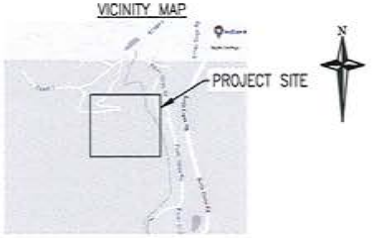
- PROPERTY BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED SETBACK LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED CONCRETE PAVING
- PROPOSED ASPHALT PAVING
- PROPOSED STRIPING
- PROPOSED ADA PARKING STRIPING
- PROPOSED SIGNAGE
- PROPOSED BUILDING FOOTPRINT
- PROPOSED / EXISTING TREE
- 5280 PROPOSED MAJOR CONTOUR
- 5279 PROPOSED MINOR CONTOUR
- 5280 EXISTING MAJOR CONTOUR
- 5279 EXISTING MINOR CONTOUR
- 4.0% PROPOSED PERCENT SLOPE
- 4.0% EXISTING PERCENT SLOPE
- 23.70 ** PROPOSED SPOT ELEVATION (SEE ABBR. LIST)
- 23.70 ** EXISTING SPOT ELEVATION (SEE ABBR. LIST)
- GB PROPOSED GRADE BREAK
- GB EXISTING GRADE BREAK
- PROPOSED DITCH FLOWLINE
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- UT PROPOSED UTILITY (TYP)
- UT EXISTING UTILITY (TYP)
- ST PROPOSED STORM <18"
- ST EXISTING STORM <18"
- SS PROPOSED SANITARY SEWER
- SS EXISTING SANITARY SEWER
- W PROPOSED WATER LINE
- W EXISTING WATER LINE

PROPOSED	EXISTING	
	ST	STORM MANHOLE
		STORM STRUCTURE
	SS	SANITARY MANHOLE
UT	UT	EXISTING UTILITY TO REMAIN (TYP)
UT	UT	EXISTING UTILITY TO BE REMOVED (TYP)
		EXISTING CURB & GUTTER TO BE REMOVED
		ASPHALT TO BE REMOVED
		CONCRETE TO BE REMOVED
		EXISTING STRIPING TO BE REMOVED
		MANHOLE / INLET TO BE REMOVED
X	X	EXISTING FENCE TO BE REMOVED
SC	SC	EXISTING STORM <18" TO BE REMOVED
SS	SS	EXISTING SANITARY SEWER TO BE REMOVED
WAT	WAT	EXISTING WATER LINE TO BE REMOVED
		EX. TREE TO BE REMOVED / REMAIN

- A-1 (0.0AC / 00%) DRAINAGE SUB-BASIN ID
- ACREAGE / IMPERVIOUS %
- EXISTING DIRECT FLOW
- EXISTING OVERLAND FLOW
- PROPOSED DIRECT FLOW
- PROPOSED OVERLAND FLOW
- BASIN DELINEATION
- 10 DESIGN POINT
- LOD LIMITS OF DISTURBANCE
- FLOW DIRECTION
- CD CHECK DAM
- CEB COMPACTED EARTHEN BERM
- CF CONSTRUCTION FENCE
- CWA CONCRETE WASHOUT AREA
- ECB EROSION CONTROL BLANKET
- DD DIVERSION DITCH
- IP INLET PROTECTION
- OP OUTLET PROTECTION
- RCS ROUGH CUT STREET CONTROL
- RS ROCK SOCK
- SB SEDIMENT BASIN
- SCL SEDIMENT CONTROL LOG
- SM SEEDING AND MULCHING
- SF SILT FENCE
- SP STOCK PILE
- SSA STABILIZED STAGING AREA
- SR SURFACE ROUGHENING
- SS STREET SWEEPING
- ST SEDIMENT TRAP
- DW DOMESTIC WATER

PROPOSED	EXISTING	
		FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION
WIM	WIM	WATER METER IN MANHOLE
M	M	WATER METER IN VAULT
		CORP STOP
		CURB STOP
		TAP SLEEVE AND VALVE
		OPEN GATE VALVE
		BACKFLOW PREVENTER-REDUCED PRESSURE
		BACKFLOW PREVENTER-DOUBLE CHECK
		PIPE CASING
		FIRE HYDRANT VALVE

VICINITY MAP



PREPARED BY

BRIGHTLIGHTER ENGINEERING
1 BROADWAY, A225
DENVER, CO 80203

PREPARED FOR

SODA CREEK HIGHLANDS DEVELPMENT COMPANY LLC
147 CROUSE WAY
EVERGREEN, CO 80439

DESIGN TEAM:

OWNER/APPLICANT
SODA CREEK HIGHLANDS DEVELPMENT COMPANY LLC
147 CROUSE WAY
EVERGREEN, CO 80439
303-877-1315

CIVIL ENGINEER
BRIGHTLIGHTER ENGINEERING LLC
1 BROADWAY, A225
DENVER, CO 80203
CONTACT: JESSE DONOHAK, PE
720-204-9629
jesse@brightlighterepo.com

SURVEYOR
DIAMONDBACK ENGINEERING & SURVEYING, INC.
12480 W. CEDAR DR. STE. C
LAKEWOOD, CO 80228
303-985-4204

UTILITY CONTACTS:

WATER
IDAHO SPRINGS PUBLIC WORKS
200 W. COLORADO BLVD PO BOX 907
IDAHO SPRINGS, CO 80452
JOHN BORDONI
303-567-2400
pw@idahospringsco.com

SANITATION
IDAHO SPRINGS PUBLIC WORKS
200 W. COLORADO BLVD PO BOX 907
IDAHO SPRINGS, CO 80452
JOHN BORDONI
303-567-2400
pw@idahospringsco.com

STORMWATER
IDAHO SPRINGS PUBLIC WORKS
200 W. COLORADO BLVD PO BOX 907
IDAHO SPRINGS, CO 80452
JOHN BORDONI
303-567-2400
pw@idahospringsco.com

FIRE
CLEAR CREEK FIRE DEPARTMENT
581 COUNTY ROAD 308
DUMONT, CO 80436
CONTACT: KELLY BABEIN
303-567-4342
kb@clearcreekfire.com

STANDARD ABBREVIATIONS**

ABAN	ABANDON
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL
ASPH	ASPHALT
BFV	BUTTERFLY VALVE
BLK	BLOCK
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICE
BS	BACKSIGHT
BOP	BOTTOM OF PIPE
BOW	BACK OF WALK
BW	BOTTOM OF WALL
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CIP	CAST IRON PIPE
C+G	CURB AND GUTTER
CFS	CUBIC FEET PER SECOND
CJ	CONSTRUCTION JOINT
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COMM	COMMUNICATIONS
CONC	CONCRETE
CY	CUBIC YARDS
DEMO	DEMOLITION
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
E	EAST
EA	EACH
EJ	EXPANSION JOINT
ELEV	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOP	EDGE OF PAVEMENT
EXMT	EASEMENT
EX/EXIST	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FES	FLARED END SECTION
FF	FINISHED FLOOR
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FL	FLOWLINE
FPS	FEET PER SECOND
FT	FEET
G	GAS
GALV	GALVANIZED
GB	GRADE BREAK
GIP	GALVANIZED IRON PIPE
GRV	GRAVEL
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
HVAC	HEATING, VENTILATION, AIR CONDITIONING
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
INV	INVERT
IRR	IRRIGATION
KB	KICK BLOCK
LS/LSCP	LANDSCAPE
LF	LINEAR FEET
LP	LOW POINT
MAX	MAXIMUM
MECH	MECHANICAL
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NA	NON APPLICABLE
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTER DIAMETER
OH	OVERHEAD
OHE	OVERHEAD ELECTRIC
PC	POINT OF CURVATURE
PCR	POINT OF CURVE RETURN
PI	POINT OF INTERSECTION
PE	POLYETHYLENE
PL	PROPERTY LINE
PR/PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POLY VINYL CHLORIDE
PVMT	PAVEMENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REF	REFERENCE
ROW	RIGHT-OF-WAY
SAN	SANITARY SEWER
SECT	SECTION
SF	SQUARE FEET
SPEC	SPECIFICATIONS
SS	SANITARY SEWER
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STRM	STORM SEWER
SWMP	STORM WATER MANAGEMENT PLAN
SY	SQUARE YARD
S/W	SIDEWALK
TB	THRUST BLOCK
TBC	TOP-BACK OF CURB
TELE	TELEPHONE
TOP	TOP OF PIPE
TYP	TYPICAL
UTIL	UTILITY
VERT	VERTICAL
VC	POINT OF VERTICAL CURVATURE
W/	WITH
W/O	WITHOUT
W. MAT	WATER
WSE	WATER SURFACE ELEVATION
WV	WATER VALVE
X SECT	CROSS SECTION
XING	CROSSING

PRELIMINARY QUANTITY TAKE-OFF		
ITEM	UNIT	TOTAL
PAVING – ASPHALT / ROADBASE	TONS (ASSUMED 3IN LIFT)	2,700
8-IN SDR 35 SANITARY PIPE	LINEAR FOOT	4,750
4-FT DIA PRECAST MANHOLE	EACH	32
8-IN C900 WATER PIPE	LINEAR FOOT	5,000
WATER MAIN BEND ASSEMBLY	EACH	51
HYDRANT ASSEMBLY	EACH	9
24-IN TO 48-IN CULVERTS	LINEAR FOOT	300
WATER AND SANITARY SERVICE STUBS	EACH	45
STRUCTURAL RETAINING WALL	FACE-FOOT	8,400
VERTICAL CUT SLOPE ANCHORS	FACE-FOOT	8,200

EARTHWORK TABLE	
CUT	19,200 CUBIC YARDS
FILL	1,300 CUBIC YARDS
NET	17,900 CUBIC YARDS (EX)

EARTHWORK NOTE

EARTHWORK NUMBERS ARE UNBALANCED FOR SHRINK/SWELL DO NOT ACCOUNT FOR TOPSOIL REMOVAL, AND ARE MEASURED TO THE FINISHED GRADE AND FINISHED FLOOR ELEVATIONS. CONTRACTOR MUST SUBTRACT FOR SLABS, PAVEMENTS, FOUNDATIONS, STRUCTURAL FILL, ETC. SEE GEOTECHNICAL REPORT FOR MORE INFORMATION.

SOIL PREPARATION NOTE

SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS:

GEOTECHNICAL ENGINEER: XXXXXX
REPORT NO: ### DATED: XX/XX/20XX

THE CONTRACTOR MUST FULLY REVIEW THE GEOTECHNICAL PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF CLEAR CREEK, STATE OF COLORADO

BENCHMARK

1. NORTHERN MOST CAP ON SECTION LINE, AT NORTH END OF SITE. ALUM CAP EL=7795.78 2. NORTHERN MOST CAP ON SECTION LINE AT SOUTH END OF SITE. ALUM. CAP EL=8118.85

BASIS OF BEARINGS

A LINE BETWEEN CORNER NO. 15 (3/8" REBAR) AND CORNER NO. 16 (3/8" REBAR) OF THE MONTAGUE PLACER NO. 349 AND 450, SAID LINE BEARING S28°40'00"E

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	OVERALL SITE PLAN
C1.1	UTILITY PLAN
C1.2	UTILITY PLAN
C1.3	UTILITY PLAN
C2.0	ROAD CL P&P STA 0+00-6+50
C2.1	ROAD CL P&P STA 6+50 -15+50
C2.2	ROAD CL P&P STA 15+50-22+50
C2.3	ROAD CL P&P STA 22+50-29+50
C2.4	ROAD CL P&P STA 29+50-37+50
C2.5	ROAD CL P&P STA 37+50-45+00
C2.6	ROAD CL P&P STA 45+00-53+00
C2.7	ROAD CL P&P STA 53+00-60+50
C2.8	ROAD CL P&P STA 60+50-68+00
C2.9	ROAD CL P&P STA 68+00-75+00

PROJECT #	KD2024
PROJECT DATE	03/03/23
DESIGNER	CWK
REVIEWER	JSD

BRIGHTLIGHTER ENGINEERING

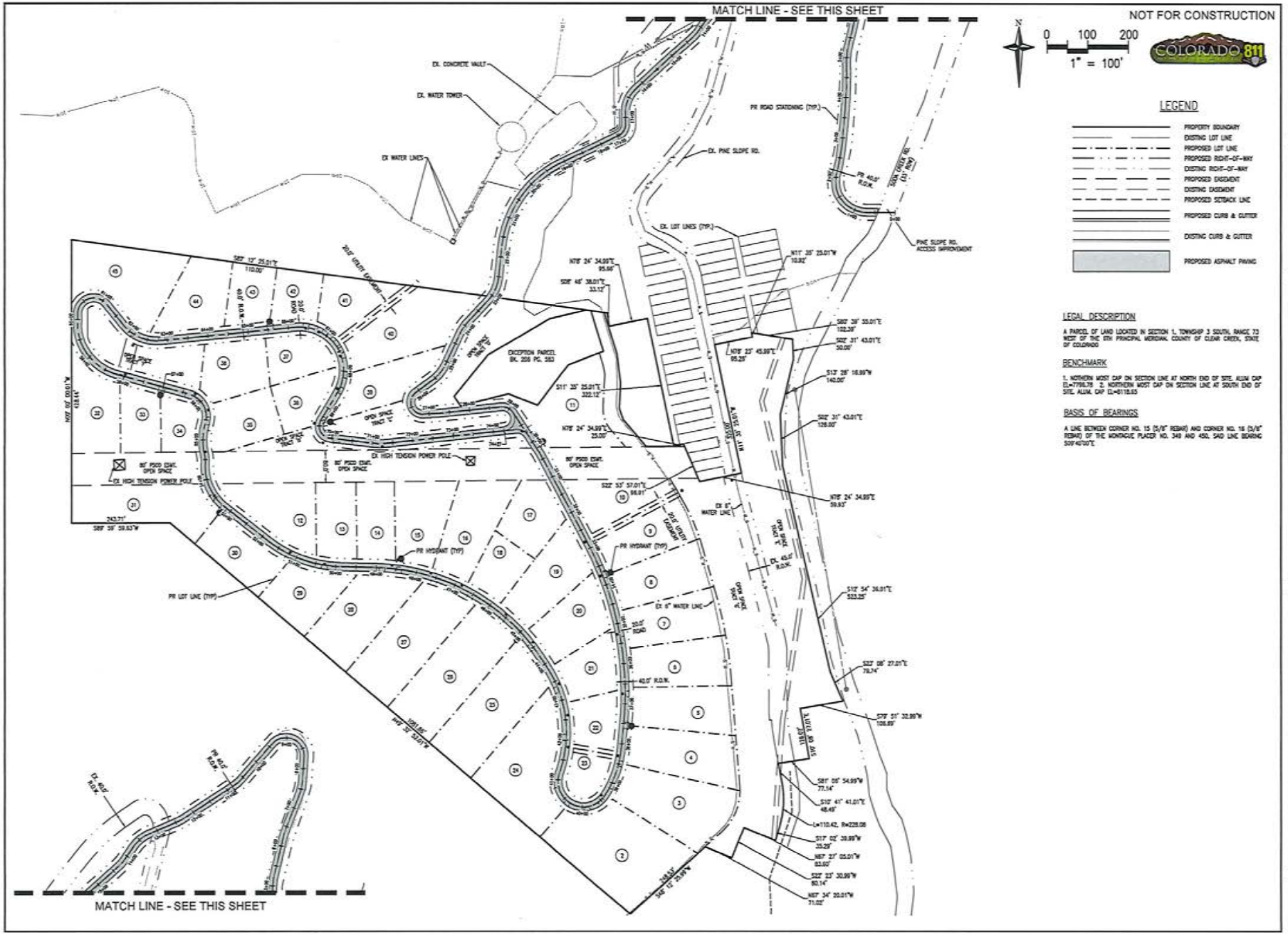
PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/29/23

COVER SHEET

C0.0



PROJECT #	KO2024
PROJECT DATE	09/03/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

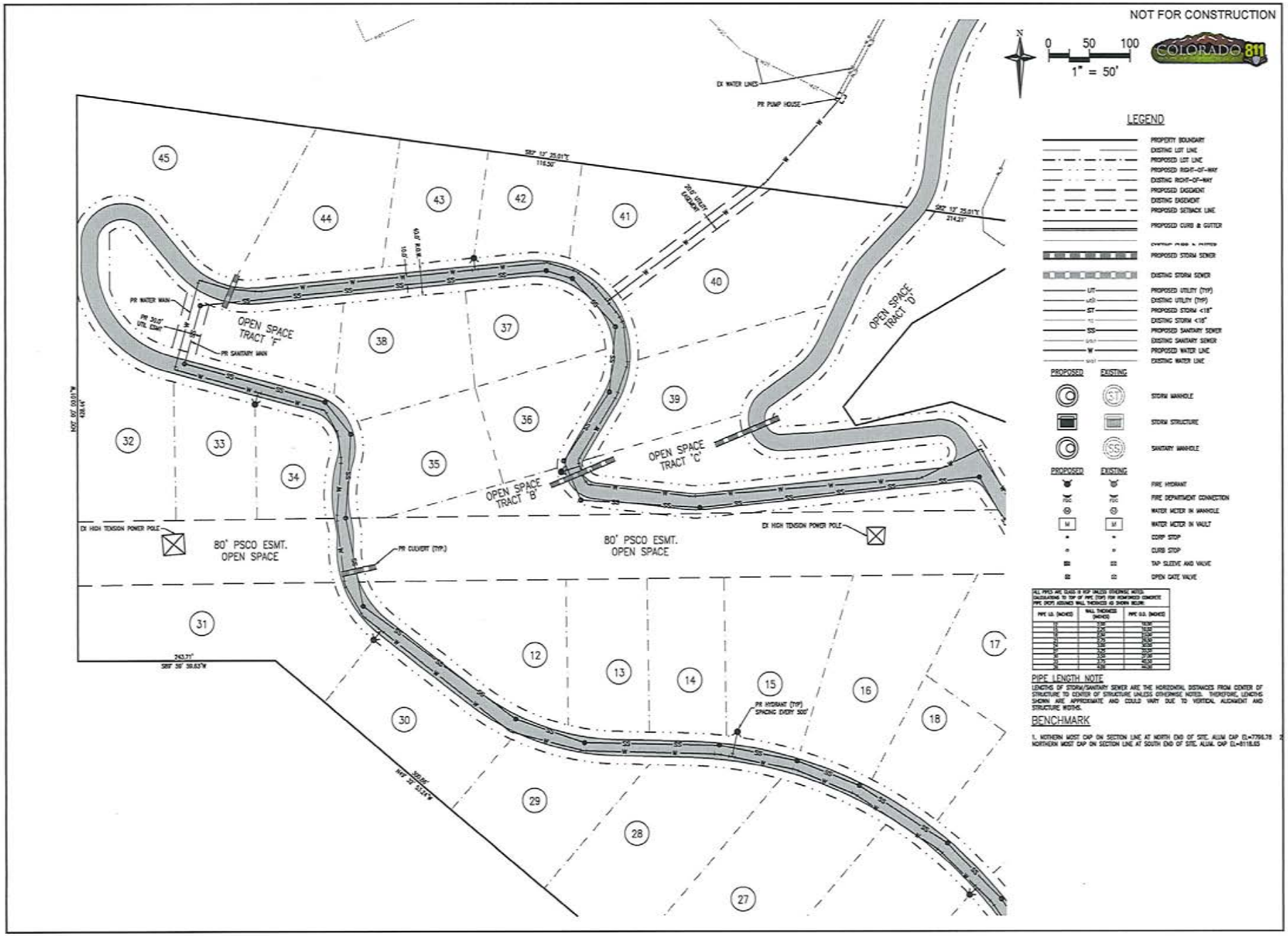
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/20/23

OVERALL SITE PLAN

C1.0

NOT FOR CONSTRUCTION



N

0 50 100

1" = 50'

COLORADO 811

LEGEND

- PROPERTY BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED SETBACK LINE
- PROPOSED CURB & GUTTER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED UTILITY (TYP)
- EXISTING UTILITY (TYP)
- PROPOSED STORM <18"
- EXISTING STORM <18"
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED WATER LINE
- EXISTING WATER LINE

PROPOSED	EXISTING	
	ST	STORM MANHOLE
		STORM STRUCTURE
	SS	SANITARY MANHOLE
		FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION
		WATER METER IN MANHOLE
M	M	WATER METER IN VAULT
		CORP STOP
		CURB STOP
		TAP SLEEVE AND VALVE
		OPEN GATE VALVE

ALL PIPES ARE CLASS III RCP UNLESS OTHERWISE NOTED.
CALCULATIONS TO TOP OF PIPE. (TOP) FOR REINFORCED CONCRETE PIPE (RCP) ASSUMED WALL THICKNESS AS SHOWN BELOW.

PIPE I.D. (INCHES)	WALL THICKNESS (INCHES)	PIPE O.D. (INCHES)
12"	2"	16"
15"	2.25"	19.50"
18"	2.50"	23.00"
21"	2.75"	26.50"
24"	3"	30.00"
27"	3.25"	33.50"
30"	3.50"	37.00"
36"	4"	44.00"

PIPE LENGTH NOTE

LENGTHS OF STORM/SANITARY SEWER ARE THE HORIZONTAL DISTANCES FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. THEREFORE, LENGTHS SHOWN ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND STRUCTURE WIDTHS.

BENCHMARK

1. NORTHERN MOST CAP ON SECTION LINE AT NORTH END OF SITE. ALUM CAP EL=7756.78
2. NORTHERN MOST CAP ON SECTION LINE AT SOUTH END OF SITE. ALUM. CAP EL=8018.65

PROJECT #	KO2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

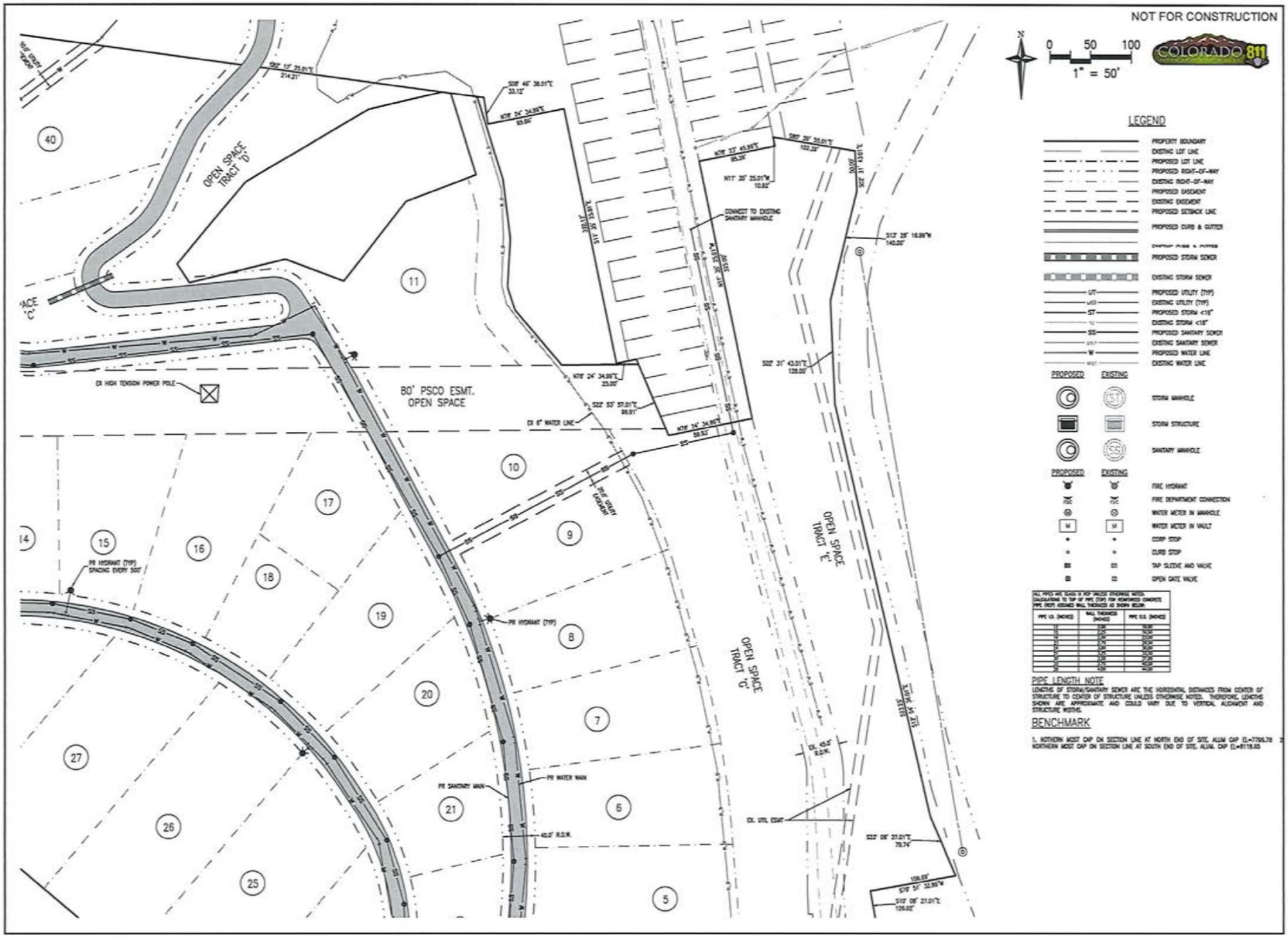
SODA CREEK HIGHLANDS

SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/20/23

UTILITY PLAN

C1.1



PROJECT #	KD2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

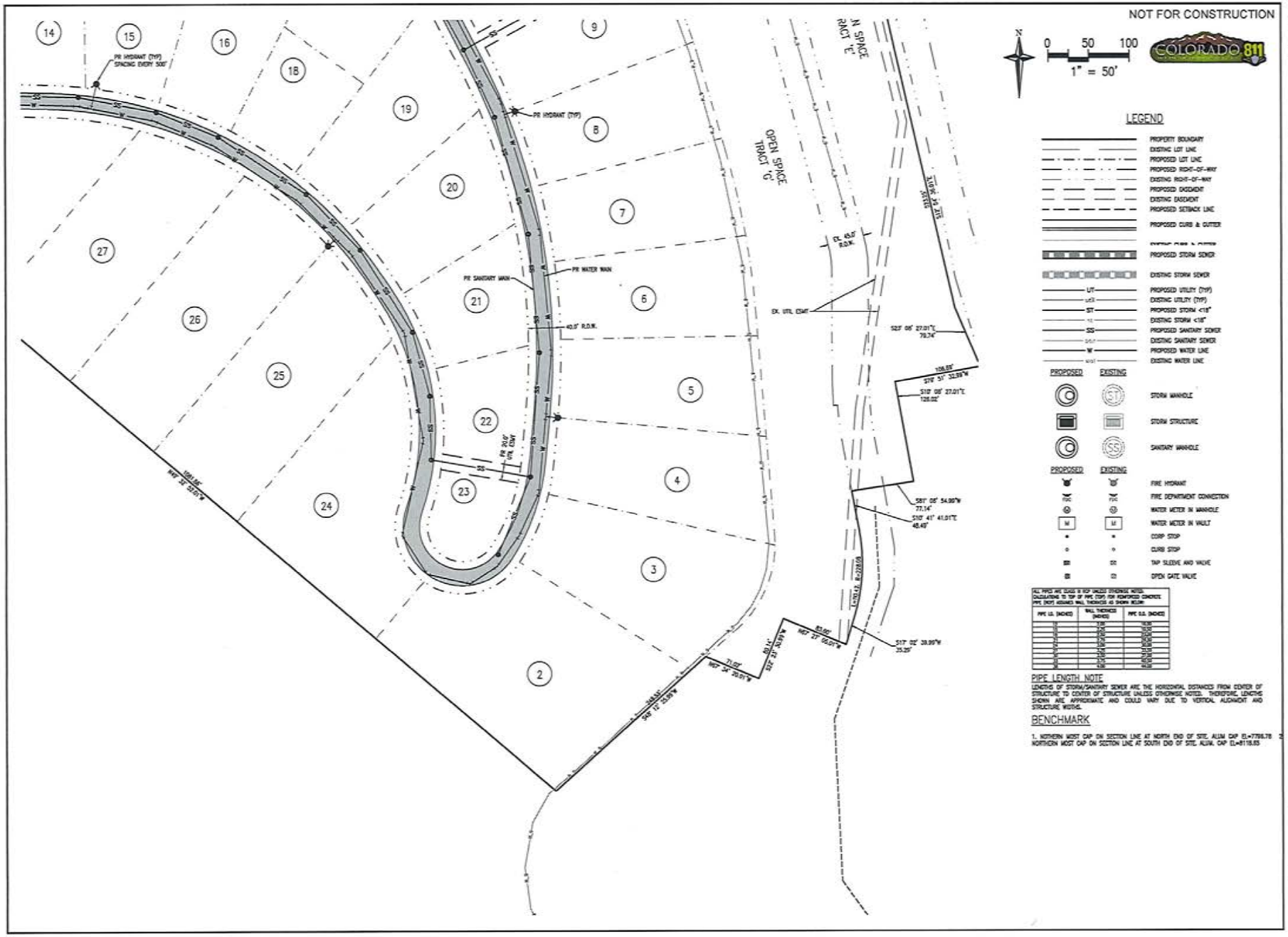
PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	1/2/2023

UTILITY PLAN

C1.2



PROJECT #	KO2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/2023

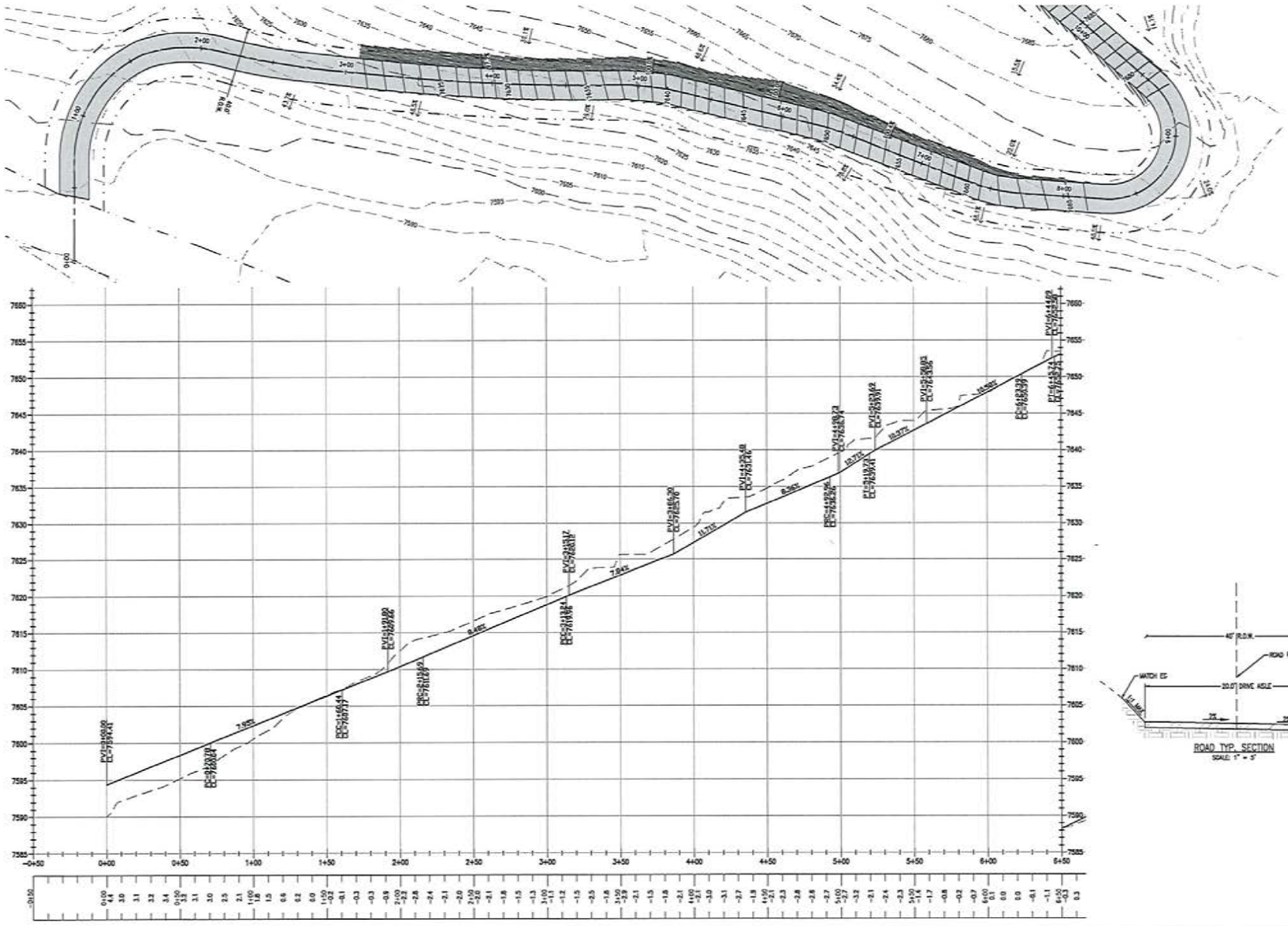
UTILITY PLAN

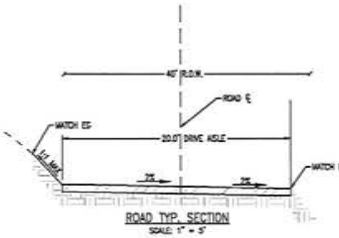
C1.3

NOT FOR CONSTRUCTION

0 30 60

1" = 30'





ROAD TYP. SECTION

SCALE: 1" = 5'

PROJECT #	KD2024
PROJECT DATE	DD/DD/DD
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

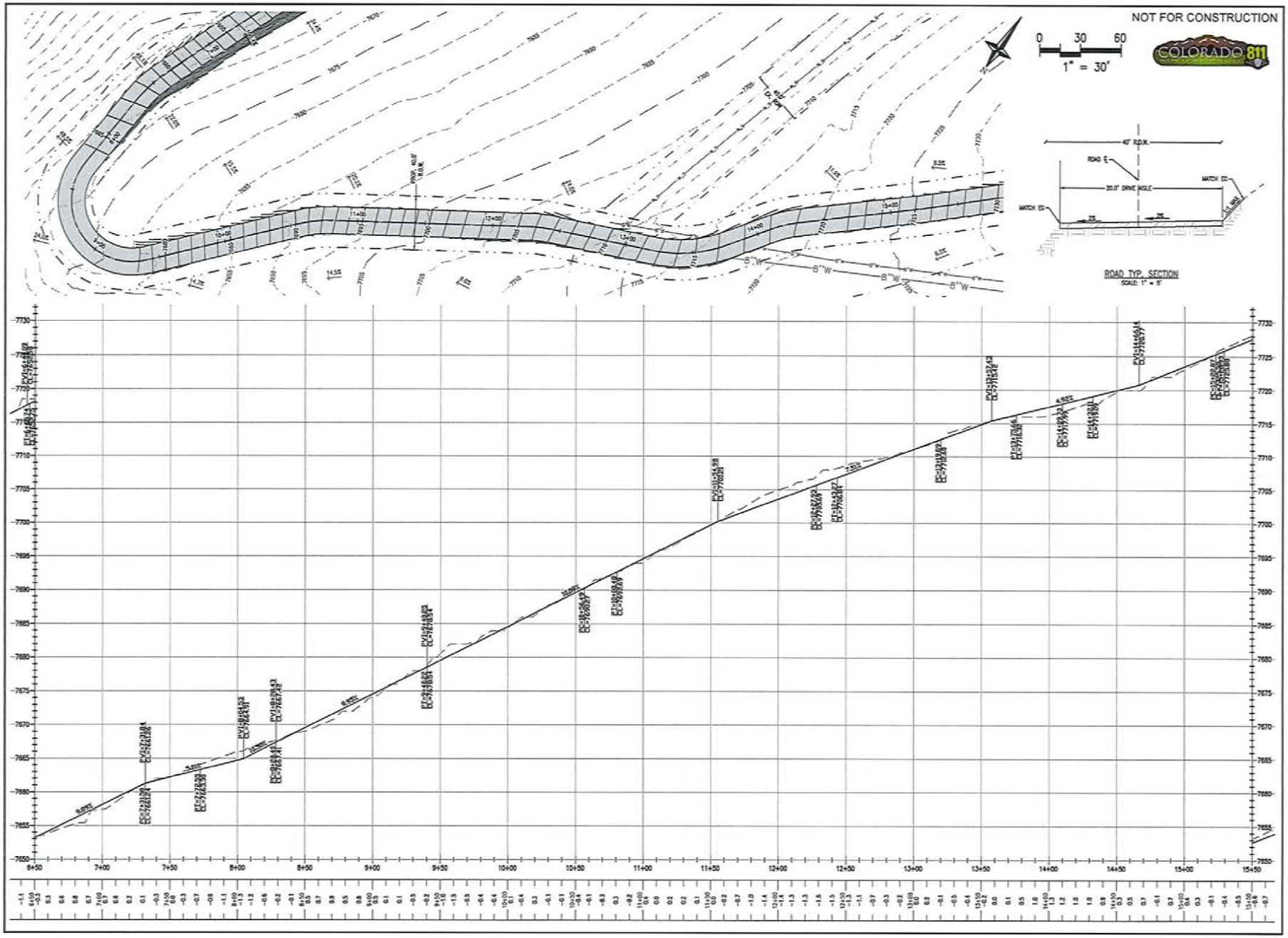
SODA CREEK HIGHLANDS

SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/20/23

ROAD CL P&P
STA 0+00-6+50

C2.0



PROJECT #	XX.0024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

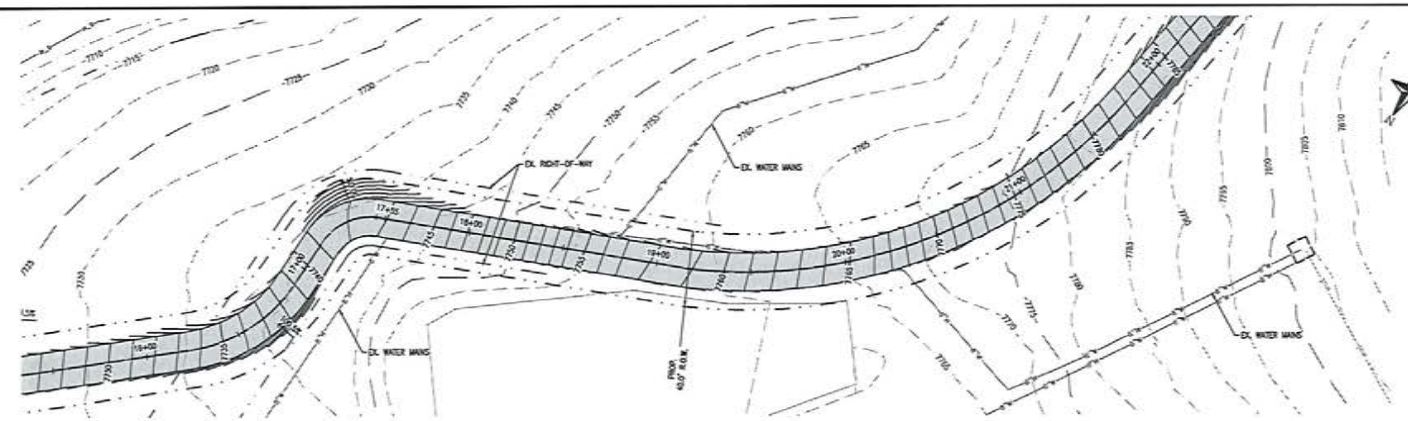
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/29/23

ROAD CL P&P
STA 6+50 -15+50

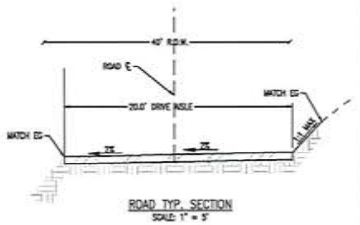
C2.1

NOT FOR CONSTRUCTION

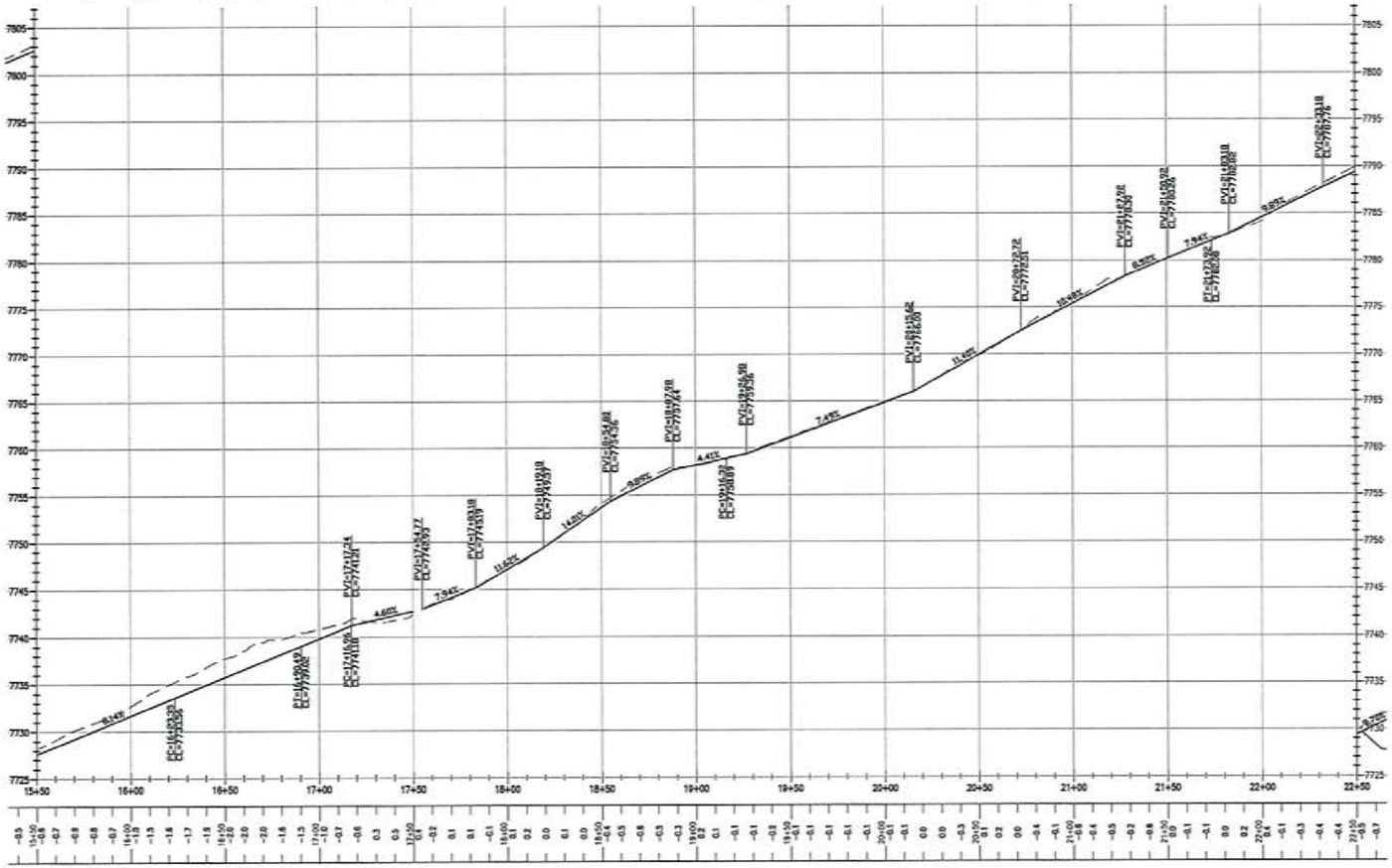


0 30 60
1" = 30'

COLORADO 811



ROAD TYP. SECTION
SCALE: 1" = 5'



PROJECT #	4022024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

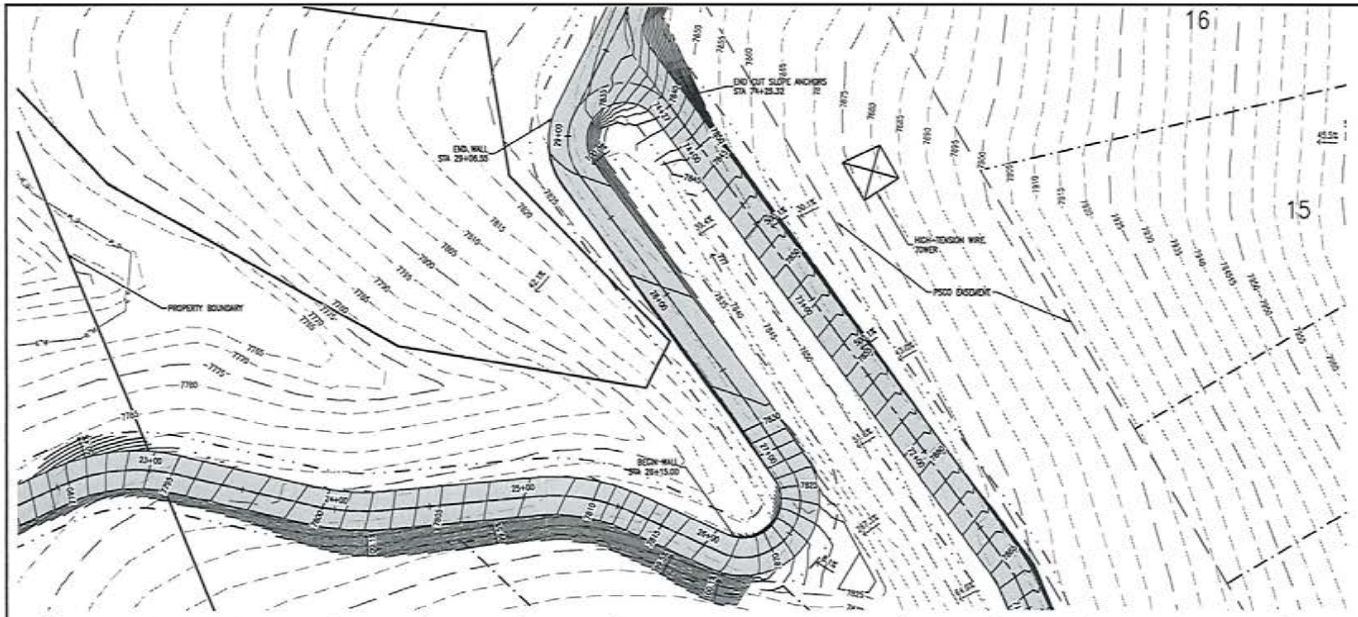
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/2023

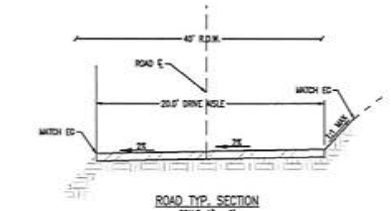
ROAD CL P&P
STA 15+50-22+50

C2.2

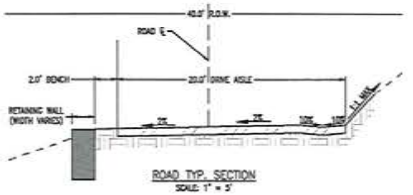
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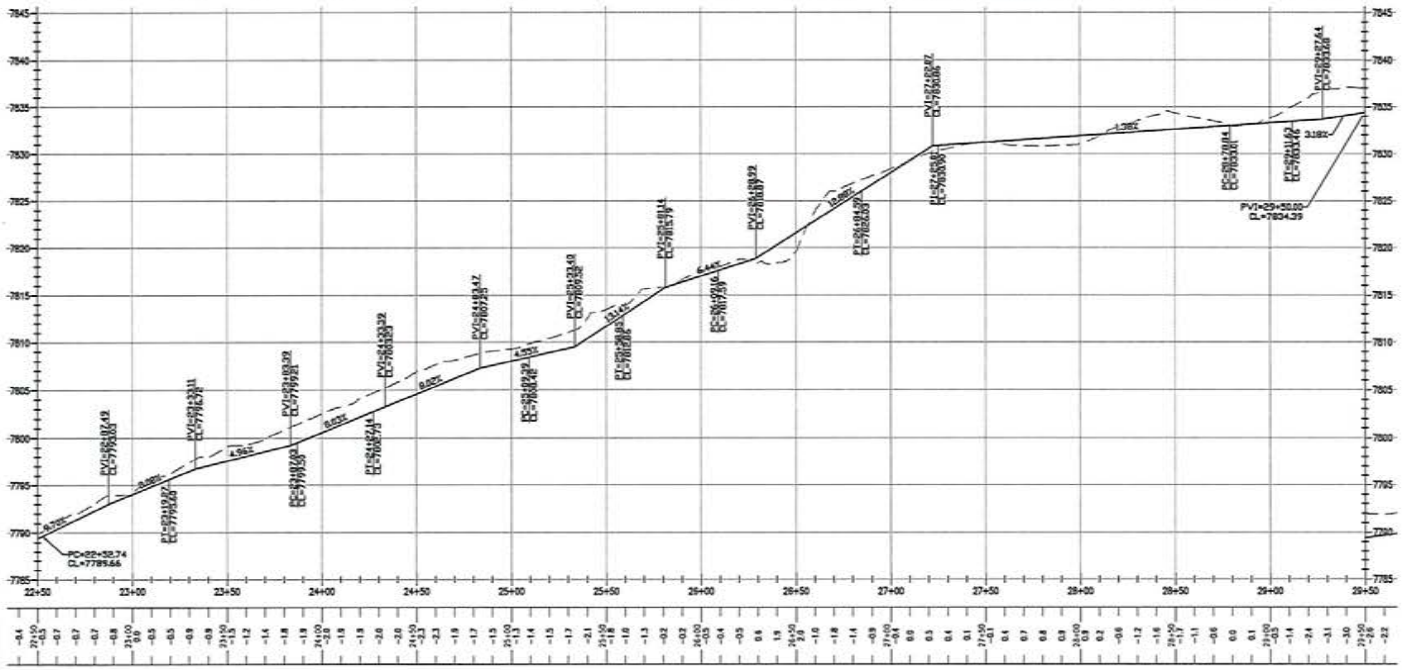
0 30 60
1" = 30'



ROAD TYP. SECTION
SCALE: 1" = 5'



ROAD TYP. SECTION
SCALE: 1" = 5'



PROJECT #	KD2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

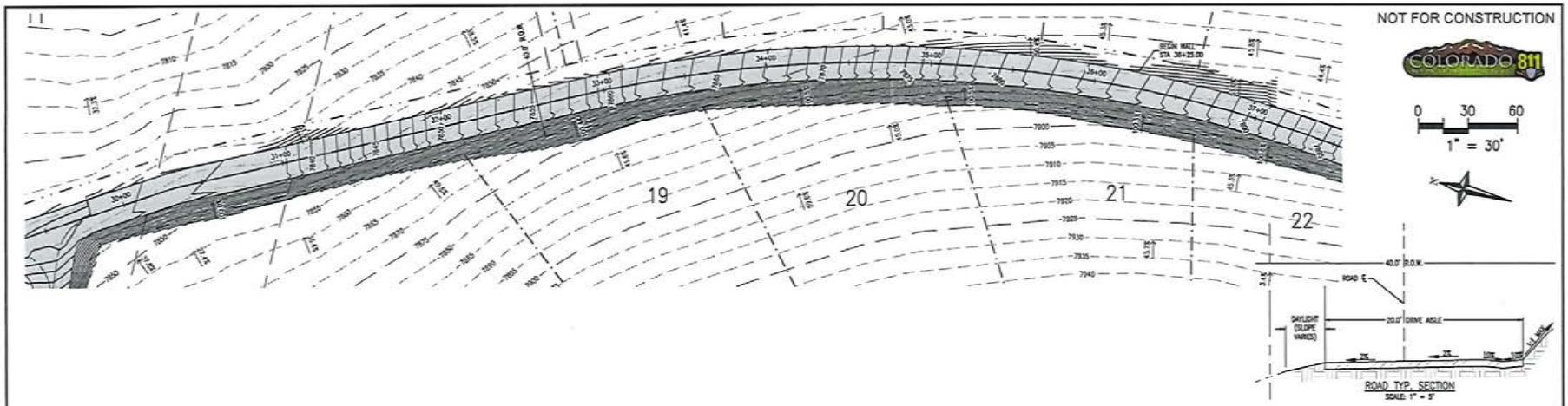
SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

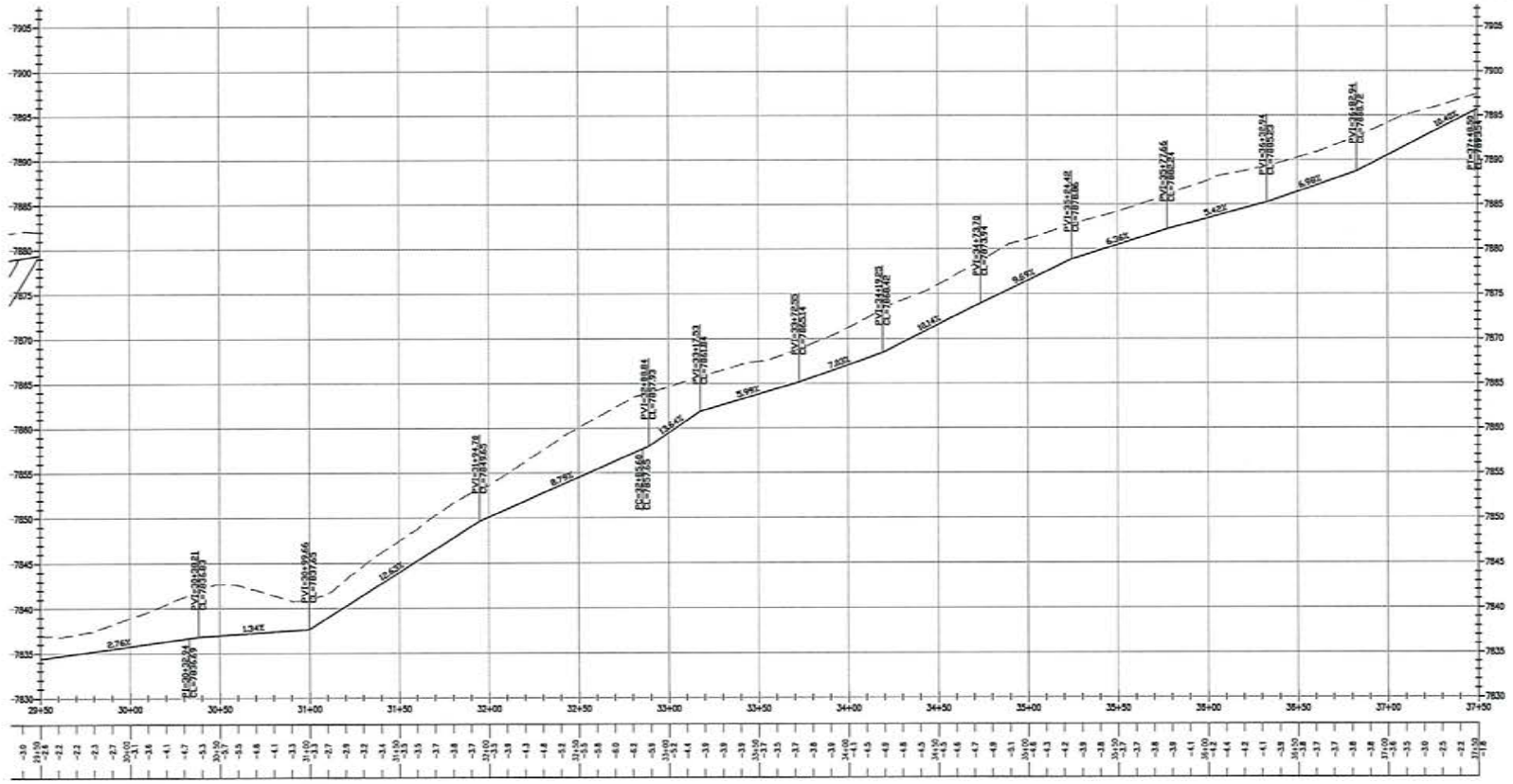
REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/26/23

ROAD CL P&P
STA 22+50-29+50

C2.3

NOT FOR CONSTRUCTION





0 30 60
1" = 30'

COLORADO 811

PROJECT #	KC2204
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

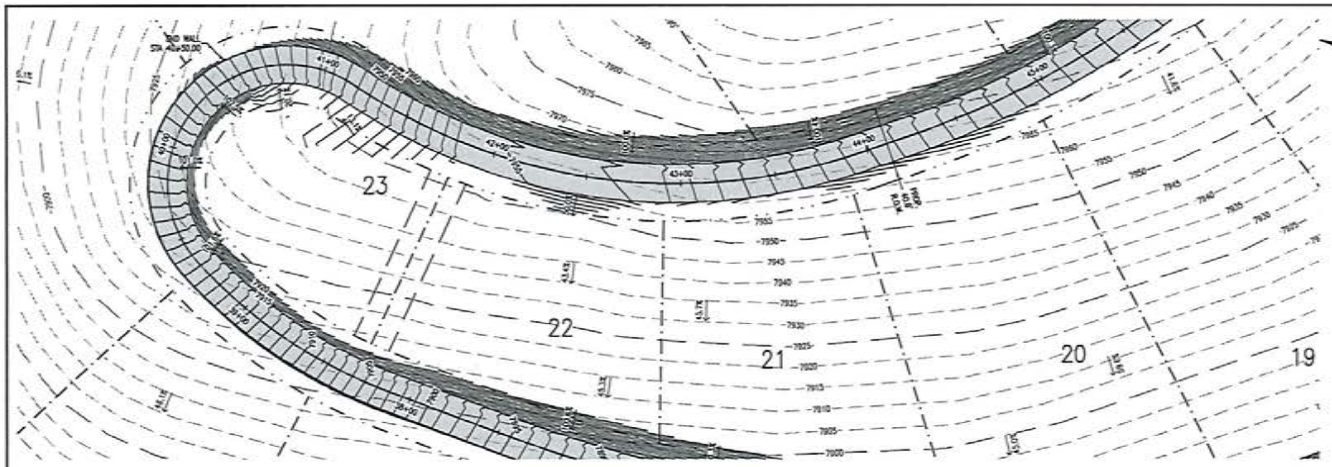
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/20/23

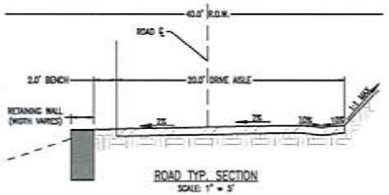
ROAD CL P&P
STA 29+50-37+50

C2.4

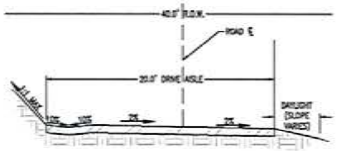
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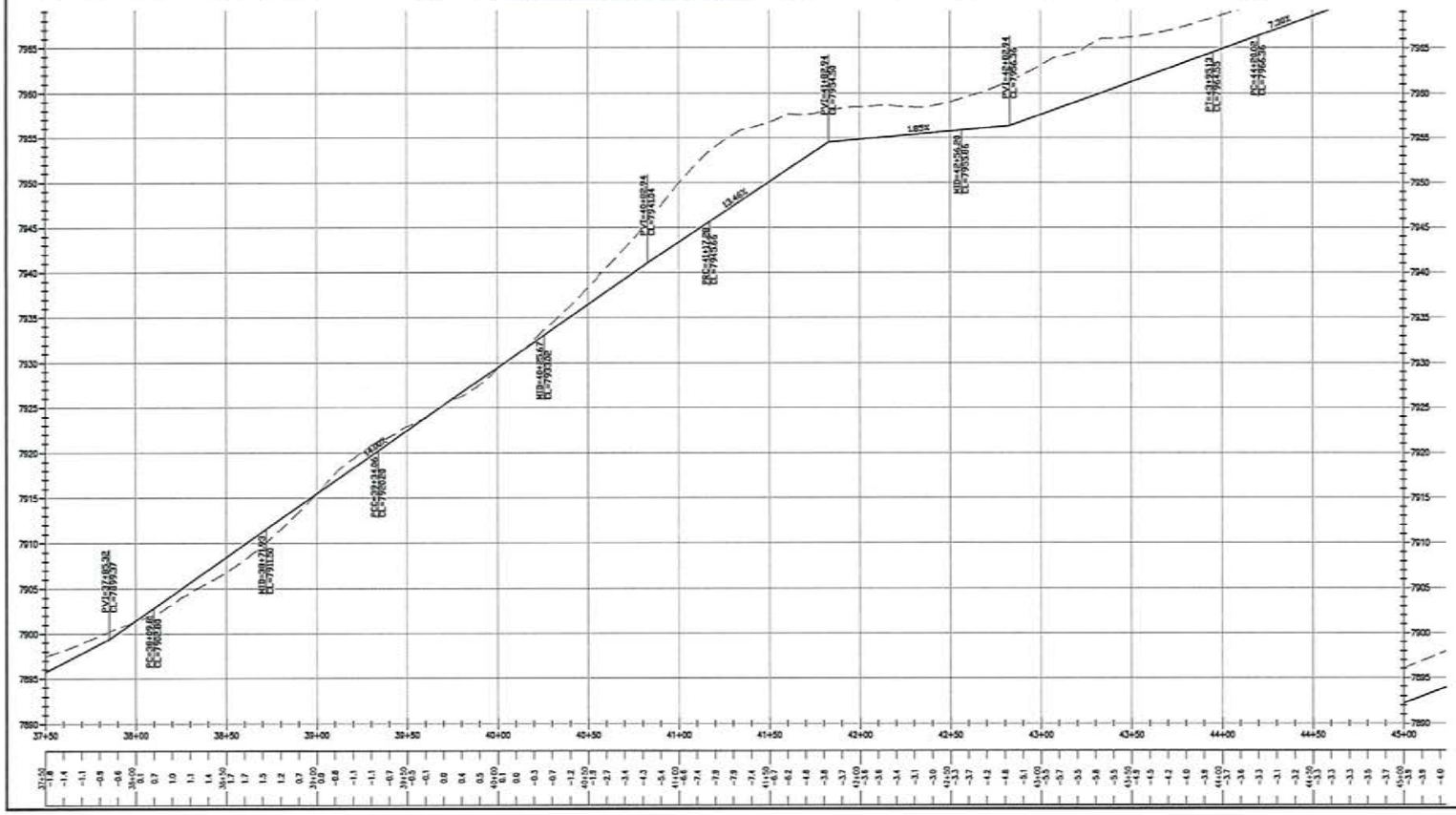
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1" = 30'



ROAD TYP. SECTION
SCALE: 1" = 5'



ROAD TYP. SECTION
SCALE: 1" = 5'



PROJECT #	KO2024
PROJECT DATE	03/03/23
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

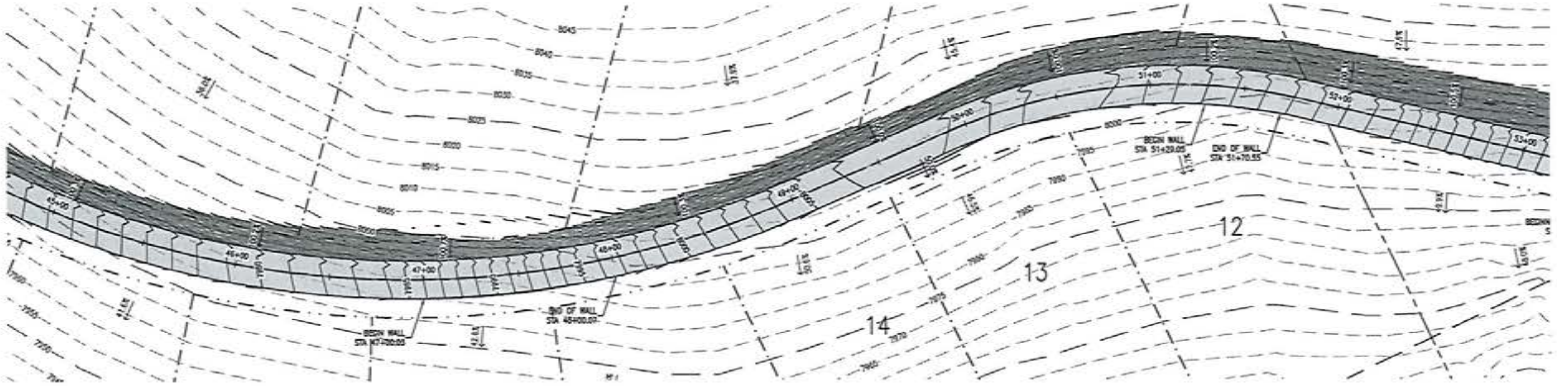
SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/28/23

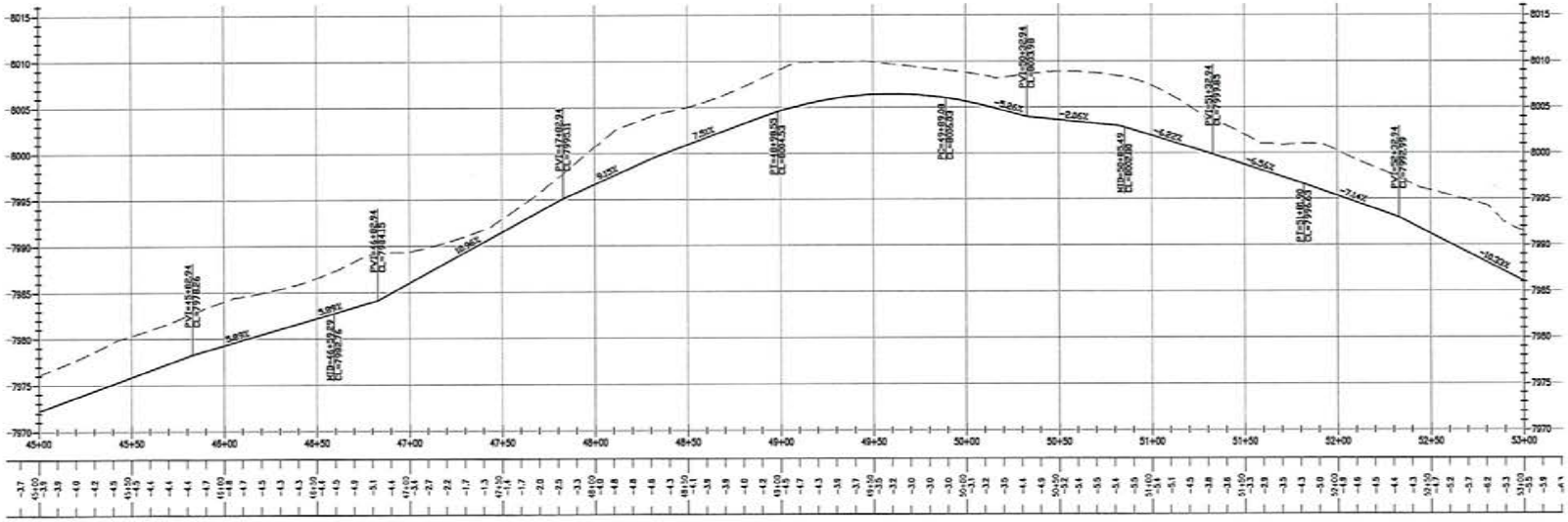
ROAD CL P&P
STA 37+50-45+00

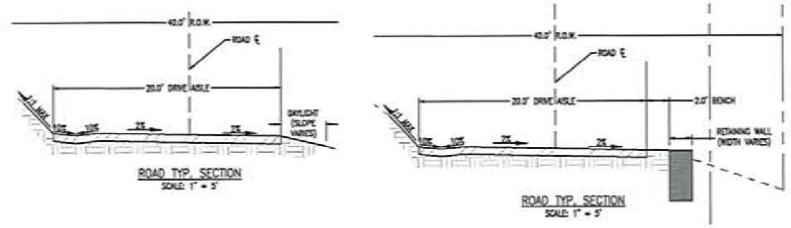
C2.5

NOT FOR CONSTRUCTION



0 30 60
1" = 30'





PROJECT #	KC2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

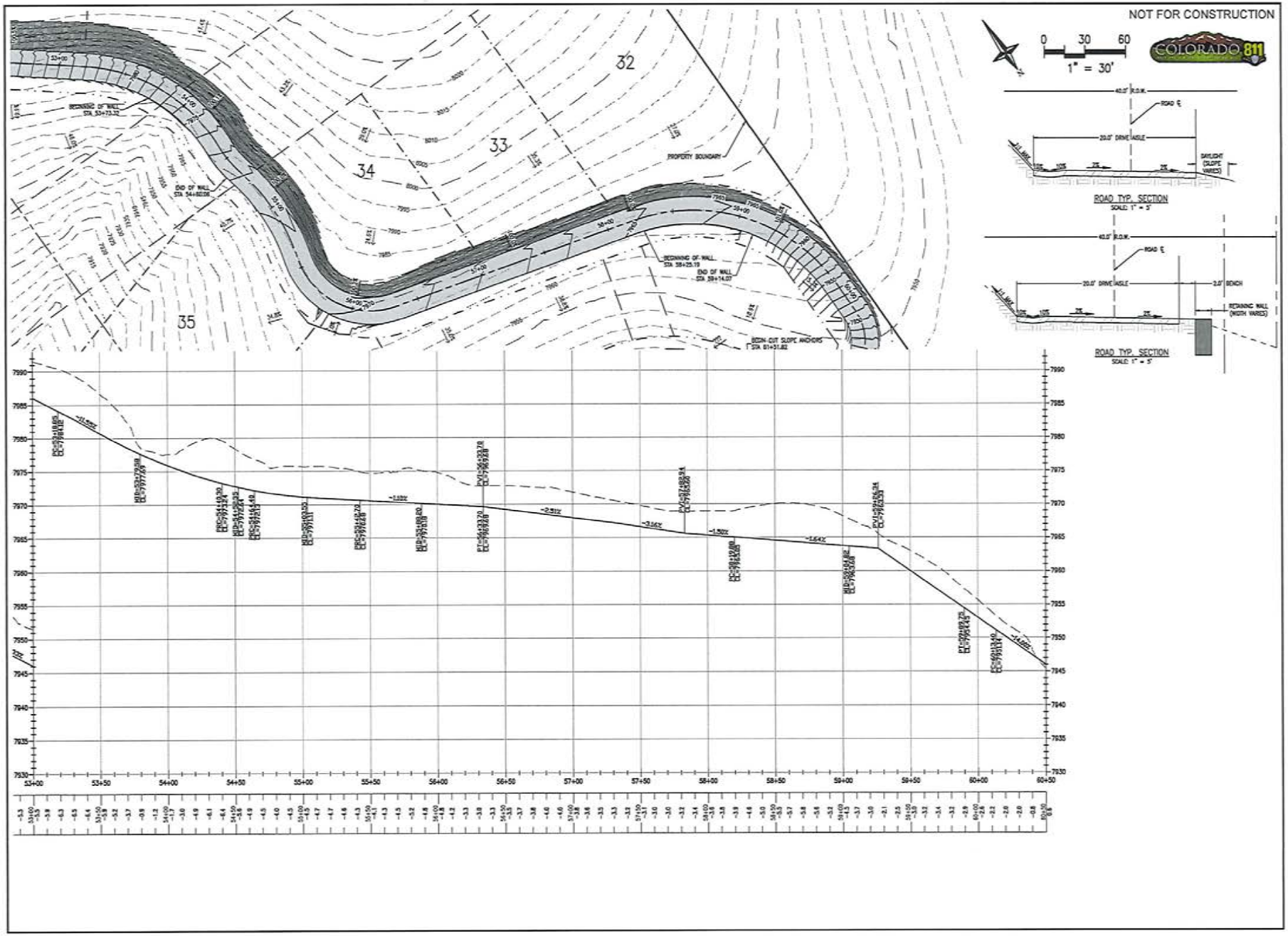
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/2023

ROAD CL P&P
STA 45+00-53+00

C2.6

NOT FOR CONSTRUCTION



PROJECT #	KD2204
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

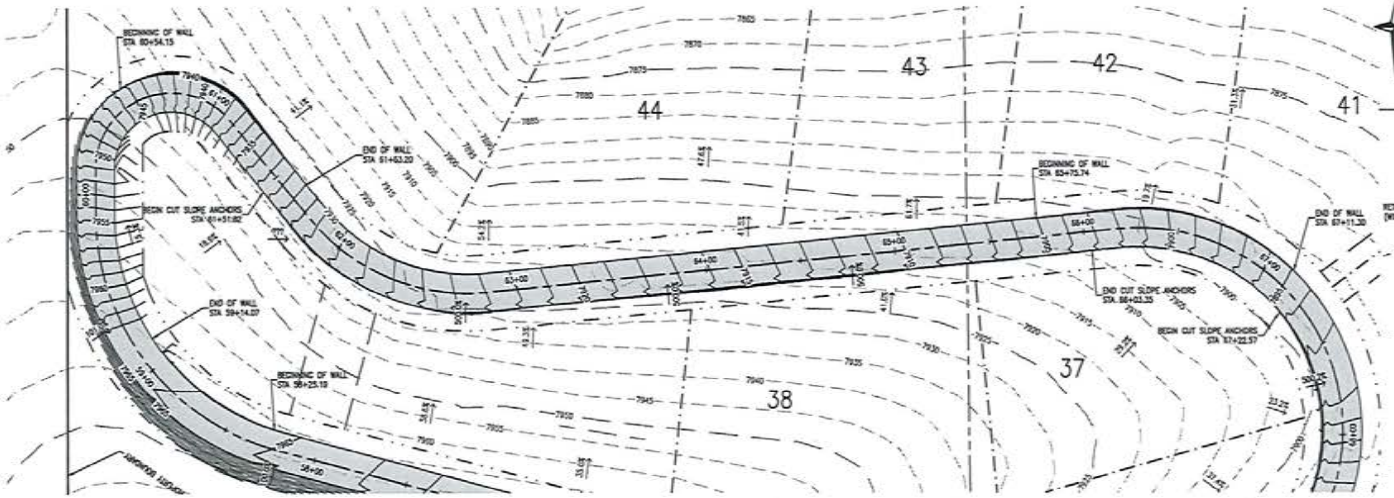
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEEHER, PE

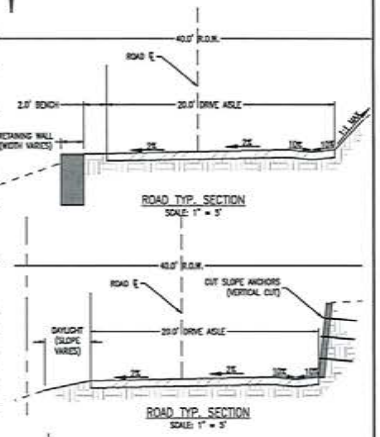
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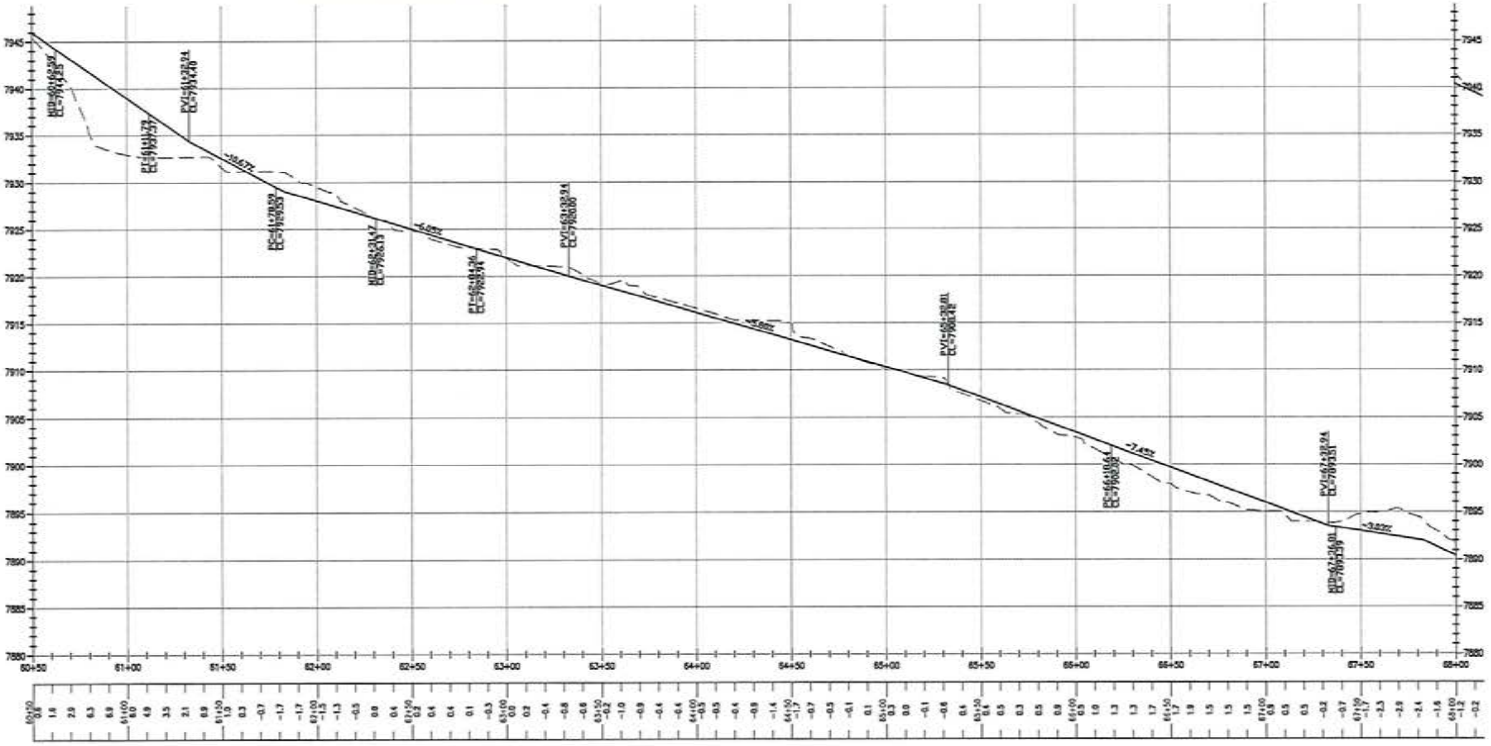
ROAD CL P&P
STA 53+00-60+50

C2.7

NOT FOR CONSTRUCTION







PROJECT #	KD2004
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

BRIGHTLIGHTER ENGINEERING

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS

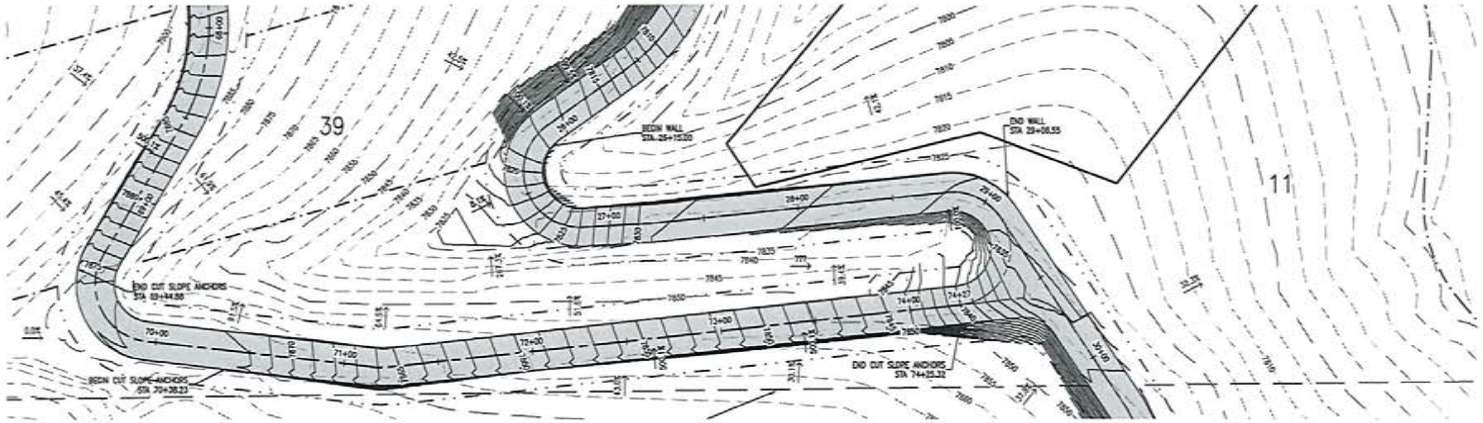
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

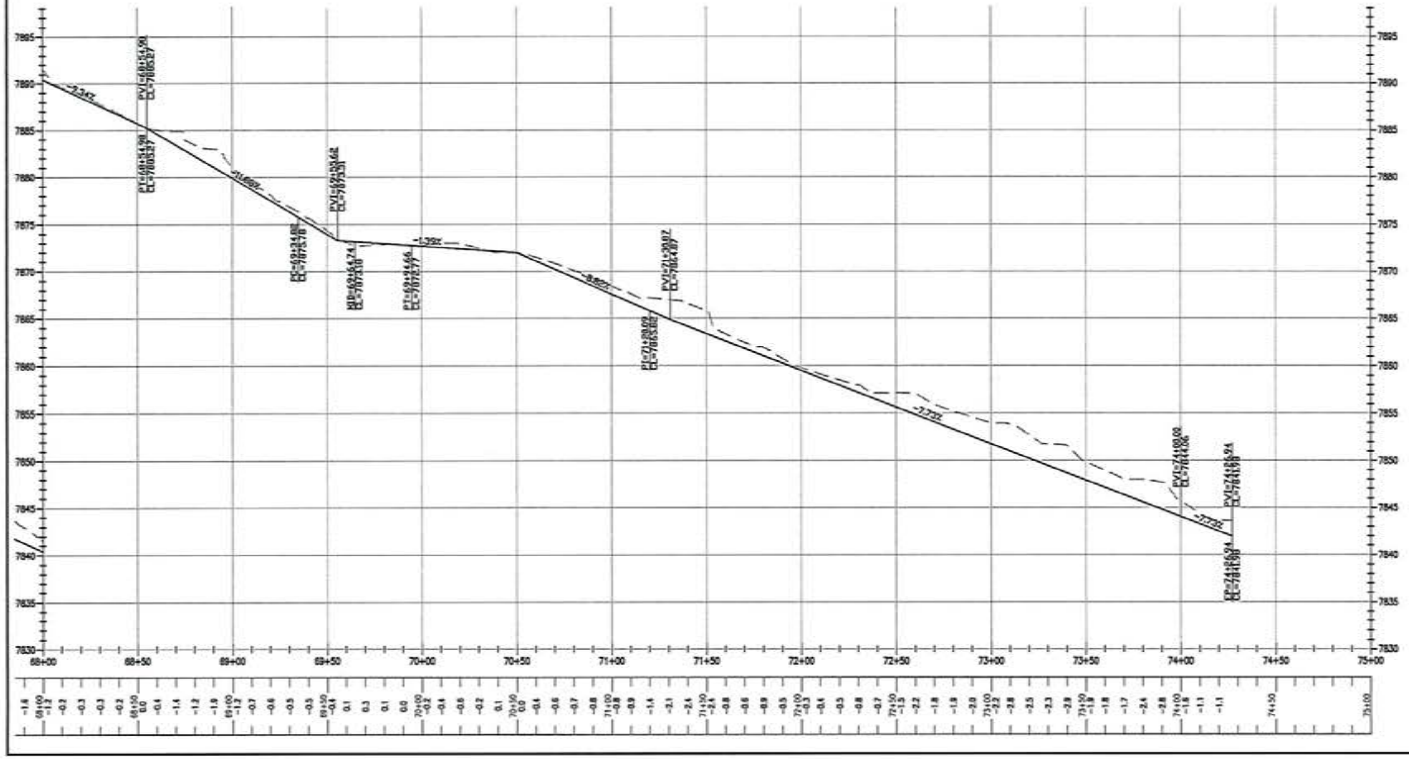
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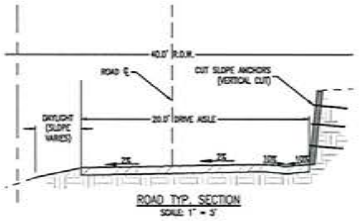
ROAD CL P&P
STA 60+50-68+00

C2.8

NOT FOR CONSTRUCTION







ROAD TYP. SECTION
SCALE: 1" = 3'

0 30 60
1" = 30'

N

PROJECT #	4O2024
PROJECT DATE	00/00/00
DESIGNER	JLS
REVIEWER	CWK

PRELIMINARY PRICING CIVIL SET

SODA CREEK HIGHLANDS
SODA CREEK HIGHLANDS
IDAHO SPRINGS, COLORADO
CHARLES KEENER, PE

REVISION NUMBER	REVISION DESCRIPTION	DATE
000	PRELIMINARY CIVIL PRICING SET	12/2023

ROAD CL P&P
STA 68+00-75+00

C2.9

242706 12/11/2006 10:32 AM B:766 P:196 ROW
Page 1 of 3 R $16.00 D $0.00 T $16.00 Clear Creek

40.00 FOOT RIGHT-OF-WAY
PINE SLOPE ROAD

A FORTY FOOT WIDE RIGHT-OF-WAY SITUATED IN PART OF THE MONTAGUE PLACER, U.S. SURVEY NO. 349 AND 450 AMENDED, OHIO MINING DISTRICT, CLEAR CREEK COUNTY, COLORADO, SAID RIGHT-OF-WAY LYING TWENTY FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT ON LINE 14-15 OF SAID MONTAGUE PLACER, FROM WHICH CORNER NO. 15 OF SAID MONTAGUE PLACER BEARS S02°31'43"E A DISTANCE OF 125.04 FEET; THENCE S23°34'07"W 366.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE 6.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 01°46'27" (CHORD BEARS N12°28'38"W 6.19 FEET); THENCE N11°35'25"W 406.80 FEET; THENCE 6.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 01°43'43" (CHORD BEARS N10°43'34"W 6.03 FEET); THENCE N09°51'42"W 77.70 FEET; THENCE 122.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 119.00 FEET AND A CENTRAL ANGLE OF 59°06'00" (CHORD BEARS N39°24'42"W 117.38 FEET); THENCE N68°57'42"W 16.44 FEET; THENCE 142.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 108°30'25" (CHORD BEARS N14°42'30"W 121.74 FEET); THENCE N39°32'43"E 139.74 FEET; THENCE 187.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 25°01'47" (CHORD BEARS N27°01'49"E 186.36 FEET); THENCE N14°30'56"E 199.99 FEET; THENCE 106.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 135°42'04" (CHORD BEARS N53°20'06"W 83.86 FEET); THENCE 185.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 512.00 FEET AND A CENTRAL ANGLE OF 20°43'23") (CHORD BEARS S48°27'11"W 184.18 FEET); THENCE S38°05'29"W 91.08 FEET; THENCE 27.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 39°27'26" (CHORD BEARS S18°21'46"W 27.01 FEET); THENCE S01°21'57"E 126.87 FEET; 46.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 65°57'46" (CHORD BEARS S31°36'56"W 43.55 FEET); THENCE S64°35'49"W 110.94 FEET; THENCE S06°21'54"W 71.95 FEET; THENCE 54.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 82.68 FEET AND A CENTRAL ANGLE OF 37°30'15" (CHORD BEARS S25°06'58"W 53.16 FEET); THENCE S43°52'05"W 37.57 FEET; THENCE 47.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.20 FEET AND A CENTRAL ANGLE OF 29°59'39" (CHORD BEARS S28°52'14"W 46.68 FEET); THENCE S13°52'24"W 127.26 FEET;

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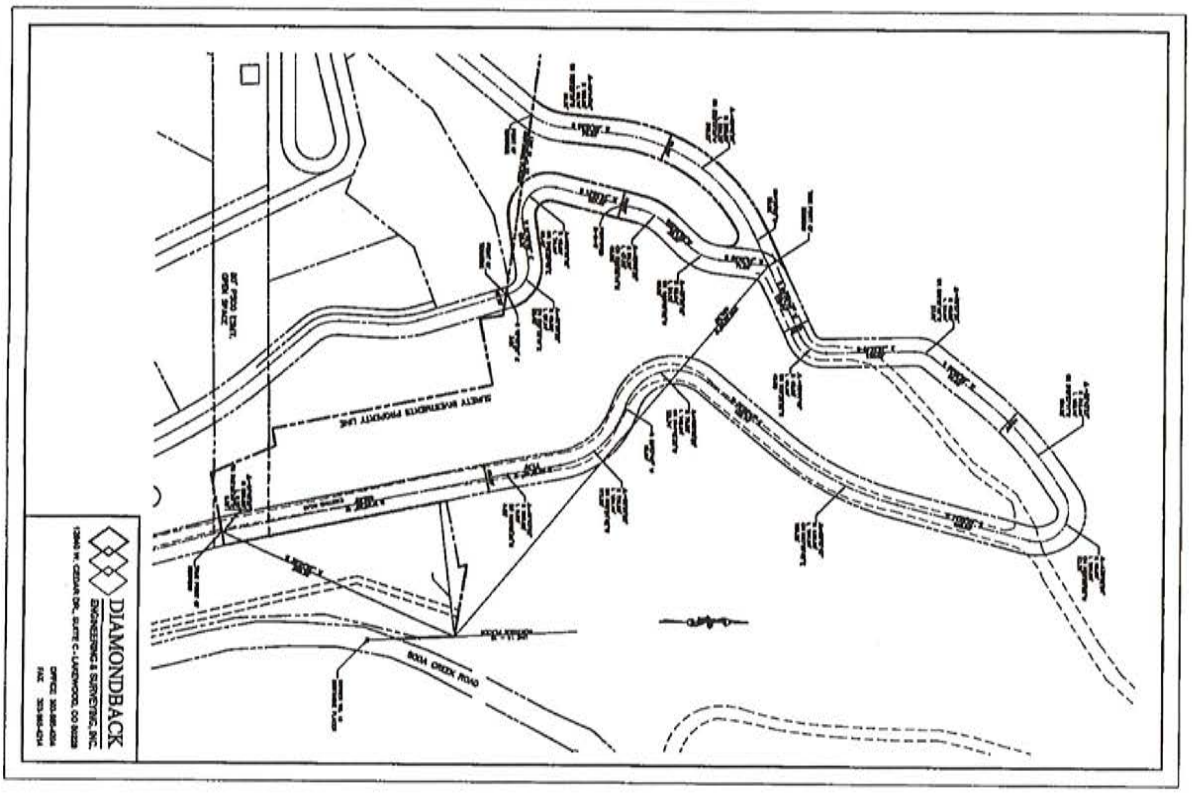
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BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS S09°40'00"E BETWEEN CORNER NO. 15 AND CORNER NO. 16 OF SAID MONTAGUE PLACER BEING 5/8" DIAMETER REBARS IN PLACE.

PREPARED FOR AND ON BEHALF OF :
DIAMONDBACK ENGINEERING AND SURVEYING INC.
BY: JERALD W. RICHMOND PLS 26298
APRIL 5, 2004



242706 12/11/2006 10:32 AM B:766 P:198 ROW
Page 3 of 3 R $16.00 D $0.00 T $16.00 Clear Creek



COLORADO REGISTERED
GERALD W. RICHMOND
26298
PROFESSIONAL ENGINEER

242697 12/11/2006 10:32 AM B:766 P:156 QCD
Page 1 of 5 R $31.00 D $0.00 T $31.00 Clear Creek

QUITCLAIM DEED

This Deed is made this 1 day of July 2004, between The Surety Investment Company, a Colorado corporation, whose address is 600 Seventeenth Street, Suite 2700S, Denver, Colorado 80202-5427, the Grantor, and the City of Idaho Springs, Colorado, the Grantee.

WITNESSETH that the Grantor for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the City of Idaho Springs, Colorado, all its interest in that real property situate in the County of Clear Creek, Colorado, and fully described on Exhibit A, consisting of two pages, which is attached hereto and by this reference incorporated herein. The location of the easement is depicted on Exhibit B, consisting of one page, attached hereto and by this reference incorporated herein.

The purpose of this easement is for use as a public right-of-way, and, if not used or needed for surface access, ingress and egress, to the Bristlecone Pines subdivision in Clear Creek County, Colorado, the Grantee shall re-convey the real estate described herein.

The Grantor reserves unto itself, its successors and assigns, access to the right-of-way including the right, subject to the rules of the utility involved, to connect or tap into any utilities which may lie under the right-of-way.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth.

THE SUREY INVESTMENT COMPANY

BY: _____
Richard Downing, Jr., President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of July, 2004, by Richard Downing, Jr., as President of The Surety Investment Company.

Witness my hand and official seal.

My commission expires July 10, 2009.

_____
Notary Public

242697 12/11/2006 10:32 AM B:766 P:157 QCD
Page 2 of 6 R $31.00 D $0.00 T $31.00 Clear Creek

40.00 FOOT RIGHT-OF-WAY
PINE SLOPE ROAD

A FORTY FOOT WIDE RIGHT-OF-WAY SITUATED IN PART OF THE MONTAGUE PLACER, U.S. SURVEY NO. 349 AND 450 AMENDED, OHIO MINING DISTRICT, CLEAR CREEK COUNTY, COLORADO, SAID RIGHT-OF-WAY LYING TWENTY FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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242697 12/11/2006 10:32 AM B:766 P:158 QCD
Page 3 of 6 R $31.00 D $0.00 T $31.00 Clear Creek

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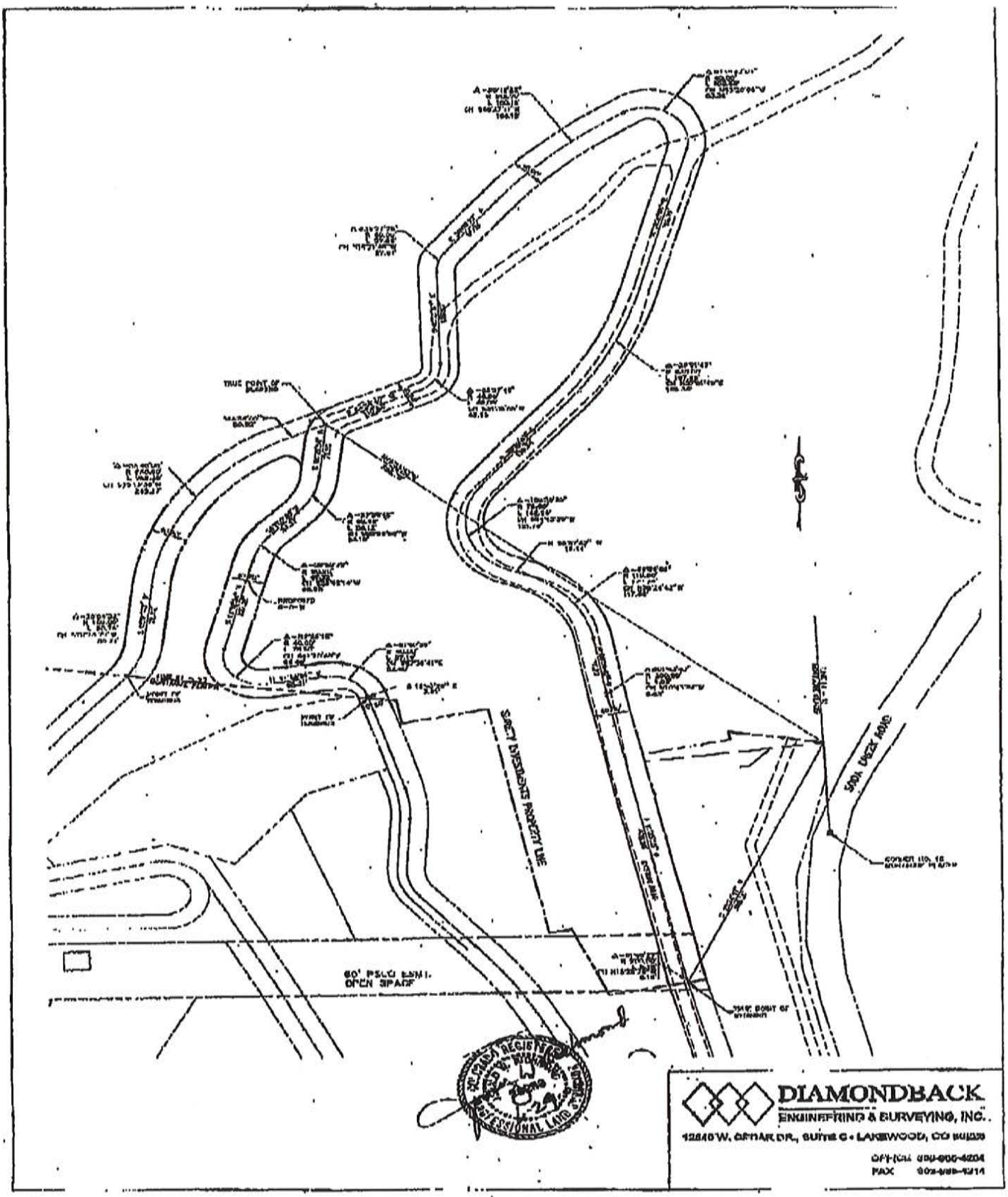
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PREPARED FOR AND ON BEHALF OF
DIAMONDBACK ENGINEERING AND SURVEYING INC.
BY: JERALD W. RICHMOND PLS 26298
APRIL 5, 2004



242697 12/11/2006 10:32 AM B:766 P:159 QCD
Page 4 of 6 R $31.00 D $0.00 T $31.00 Clear Creek



KRYS BOYLE, P.C.
ATTORNEYS AT LAW
SUITE 2700 SOUTH TOWER
600 SEVENTEENTH STREET
DENVER, COLORADO 80202-5427

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Denis B. Clanahan
dclanahan@krysboyle.com
www.krysboyle.com

July 2, 2004

242697 12/11/2006 10:32 AM B:766 P:160 QCD
Page 5 of 6 R $31.00 D $0.00 T $31.00 Clear Creek

Charles A. Kuechenmeister
Gorsuch Kirgis, LLP
Tower 1, Suite 1000
1515 Arapahoe Street
Denver, Colorado 80202

Re: The Surety Investment Company

Dear Charlie:

Enclosed please find a Quitclaim Deed dated July 1, 2004 from The Surety Investment Company to the City of Idaho Springs for the Roadway Easement. The last paragraph has been revised as you requested.

Sincerely,

Denis B. Clanahan

DBC:kdb
Enclosure
Cc: Josh Foss

242697 12/11/2006 10:32 AM B:766 P:161 QCD
Page 6 of 6 R $31.00 D $0.00 T $31.00 Clear Creek

FAX FOR:

	Fax No.	Confirm No.
DENIS CLANAHAN	**303-893-2882**	303-893-2300

FROM: Charles A. Kuechenmeister July 1, 2004 File No.: 54722

MESSAGE: Exhibits for Surety QCD are attached, FYI.

Thanks.

Please feel free to call me at 303-376-5044 with any questions.

The information contained in this telecopier message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the address below via the U.S. Postal Service. Thank you.

Total number of pages including cover letter: 3

GORSUCH KIRGIS LLP
FOR ASSISTANCE CALL 303/376-5141
GK Telephone: 303/376-5000 GK Fax: 303/376-5001
GK Address:
Tower 1, Suite 1000
1515 Arapahoe Street
Denver, CO 80202

CAK\54722.02\293447.01

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: February 10th, 2025
Re. Work Session

Naming of Pedestrian bridges, Bike/Hike trail Segments and Parking Lots.

It recently came to light, while making an inventory of City maintained trail bridges, greenway trails and parking lots, that there was difficulty in describing which of these structures are being referred to because many of these structures do not have an identity, they are often talked about using other landmarks or identified structures and areas.

7 pedestrian bridges
7 unique parking areas
6 distinct greenway trail segments
1 trailhead

Some parking lots already have names or use a general reference that are in line with animals, like the parking at Bighorn, the parking lot across from the Elks Lodge and the parking lot with the Vintage Moose. I would propose staying with this theme for the parking lots and naming them after other Colorado native animals:

Elk lot: Located on thew south/west corner of Colorado Blvd and 16th Ave.
Bighorn lot: Located in the 3300 block of Riverside Dr.
Moose lot: Parking lot South of Idaho mall between 15th Ave. and 16th Ave.
Bison lot: Parking Lot between 16th Ave and 17th Ave, South of Idaho ST.
Couger Lot: located between 14th Ave and 15th Ave., south of Idaho St.
Black Bear lot: located between 12th Ave and 13th ave., south of Idaho St
Red Fox lot: located in approximately the 200 block of HWY 103

The greenway trail segments, naming these segments would allow for easier work order write-ups, in helping identify areas with reported problems. While The trail could be broken into smaller segments, the number 6 came to light while looking at the maps and using other structures and landmarks to identify start and stop points. Using the map to identify segments, also gave rise to the theme to use in naming, as the parcels, placers and mining claims that abut these segments offered a good naming solution.

Big Five Segment: from Stanley Rd. East to Hwy 103. This sement contains the Dorothy Dikeman Bridge
Charlie Taylor Water Wheel Segment: From Hwy 103 east to Anderson Park
City Center Segment: From Anderson Park East to the North end of pedestrian bridge # 4 located on the east side of CRC Parks.
Argo or Riverside Segment: Riverside Dr between Ped bridge 4 and Ped Bridge 5
Silver Spruce Segment: Pedestrian Bridge 5 east to Big Horn Trail head
Young Ranch segment: Big horn Trailhead east to intersect at East Idaho Springs Rd. (CR 314)

Pedestrian and Bike/ Hike Trail bridges. With the addition of the Stanley Rd. section, the City of Idaho Springs annexed, The City of Idaho Springs has 7 Pedestrian bridges to inspect and maintain. Currently One of the bridges has been named, The Dorothy Dikeman Bridge, in the Big Five Segment of Trails. My solution would be to Number these Bridges 1-7, the Dorothy Dikeman bridge also holding the #2 designation.

All segments and bridges in our trail system have the opportunity to be named in recognition or in honor of individuals, the City Council feels that they meet the criteria. Suggested names in this report are merely place holders for the purposes of inventory and maintenance record. Suggestions to change any proposed names are welcome and I am unsure if this program needs to be codified. These are the reasons for bringing this before Council.

Paul Crain
Public Works Superintendent

Google Maps

Bison Lot



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Moose Lot



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Black Bear



Imagery ©2025 Airbus, Map data ©2025 20 ft

Google Maps

Elk Lot



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

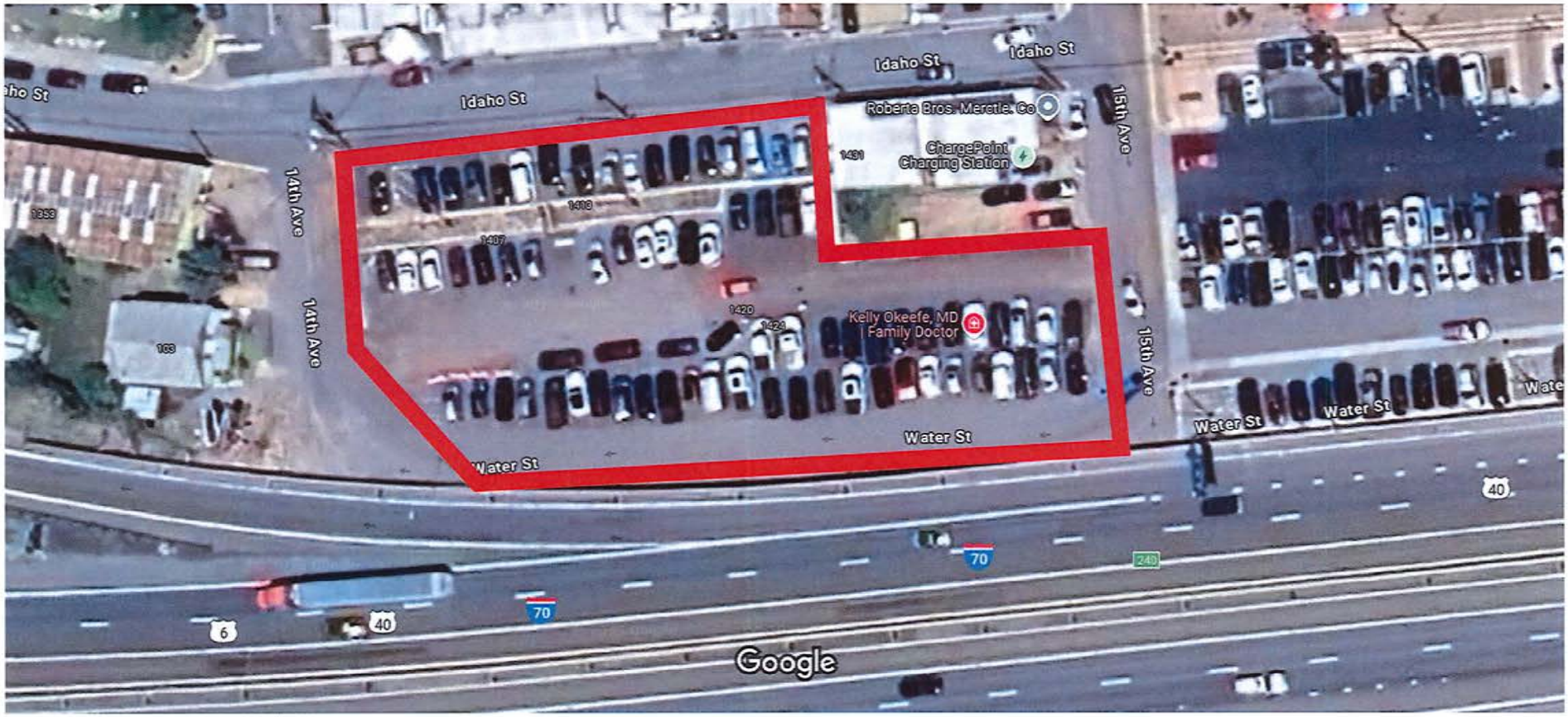
Red Fox lot



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 50 ft

Google Maps

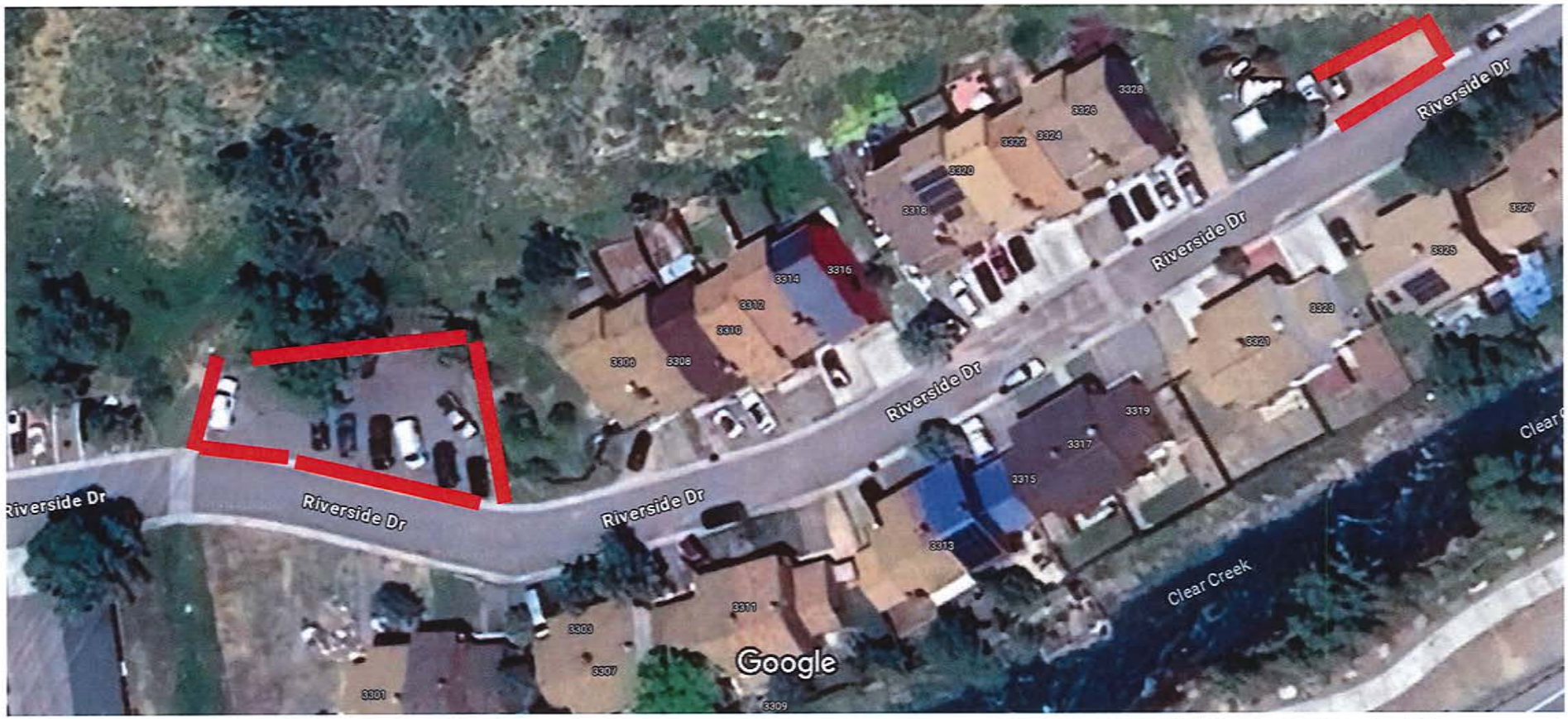
Cougar Lot



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Bighorn Lots



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Big Five Segment



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 200 ft

Google Maps

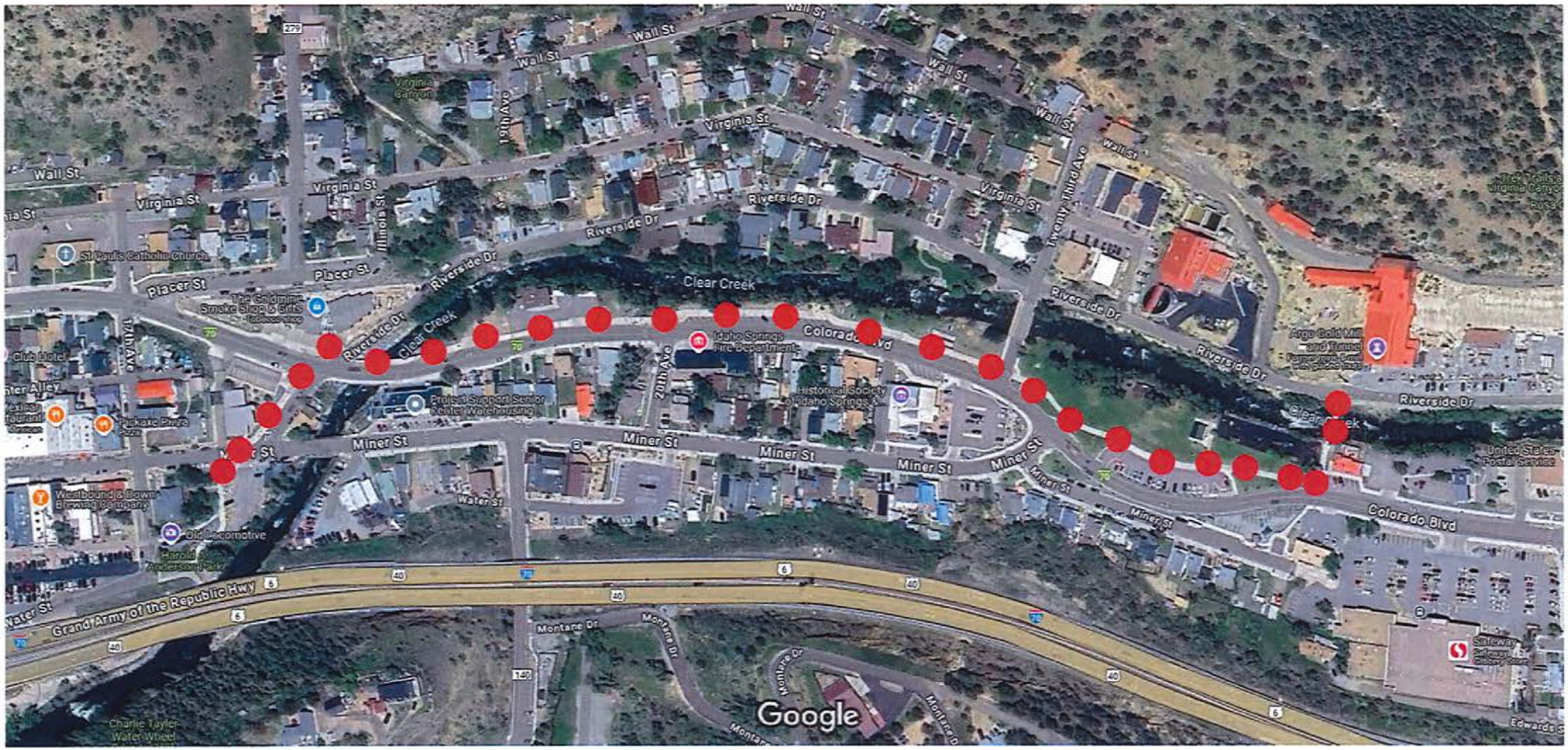
Charlie Taylor Water wheel trail



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 100 ft

Google Maps

City Center Trail



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 100 ft

Google Maps

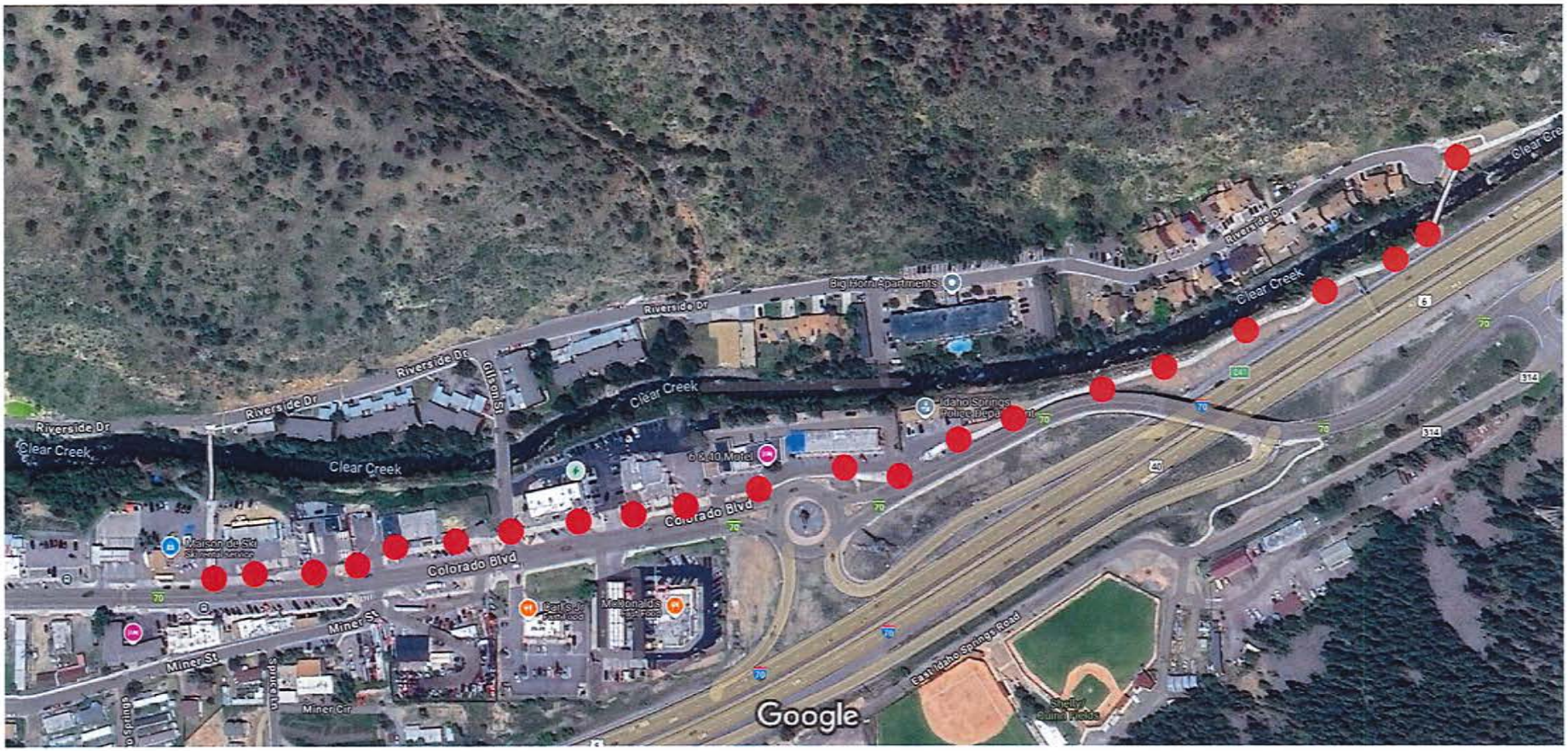
Argo/Riverside trail



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 100 ft

Google Maps

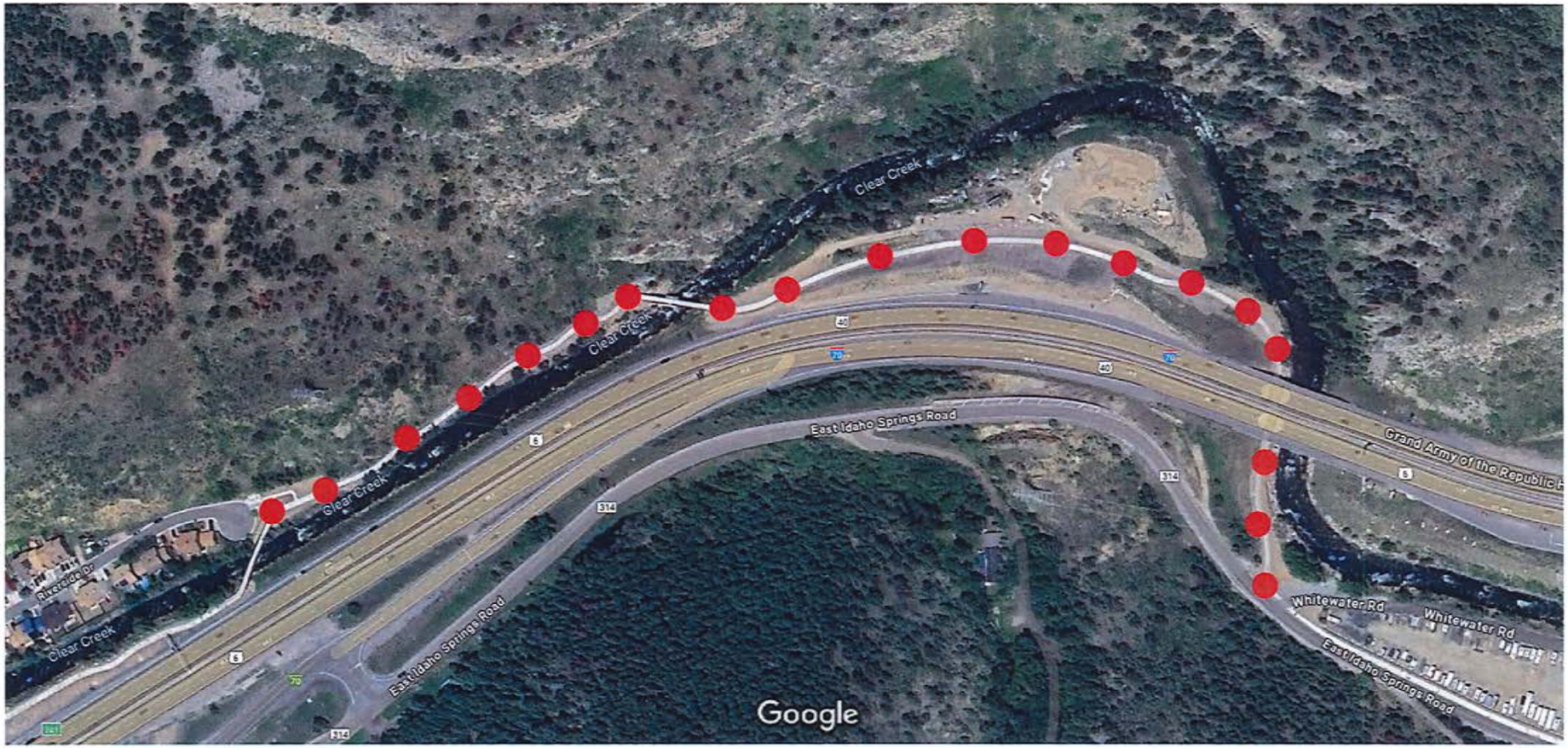
Silver Spruce trail



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Google Maps

Young Ranch Trail



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Google Maps

Bridge 1



Imagery ©2025 Airbus, Map data ©2025 20 ft

Google Maps

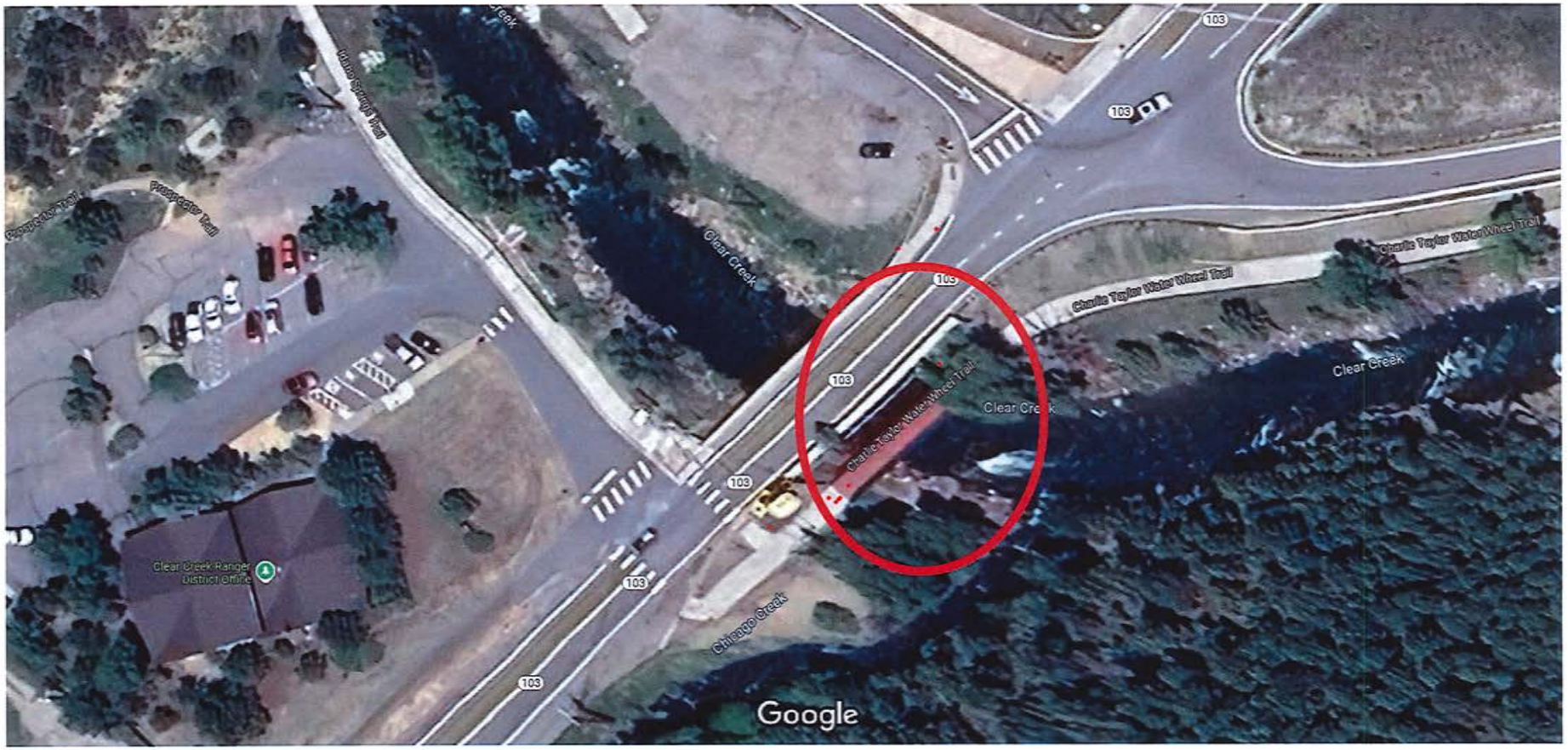
Dorothy Dikeman Bridge, Bridge 2



Imagery ©2025 Airbus, Map data ©2025 20 ft

Google Maps

Bridge 3



Imagery ©2025 Airbus, Map data ©2025 20 ft

Google Maps

Bridge 4



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

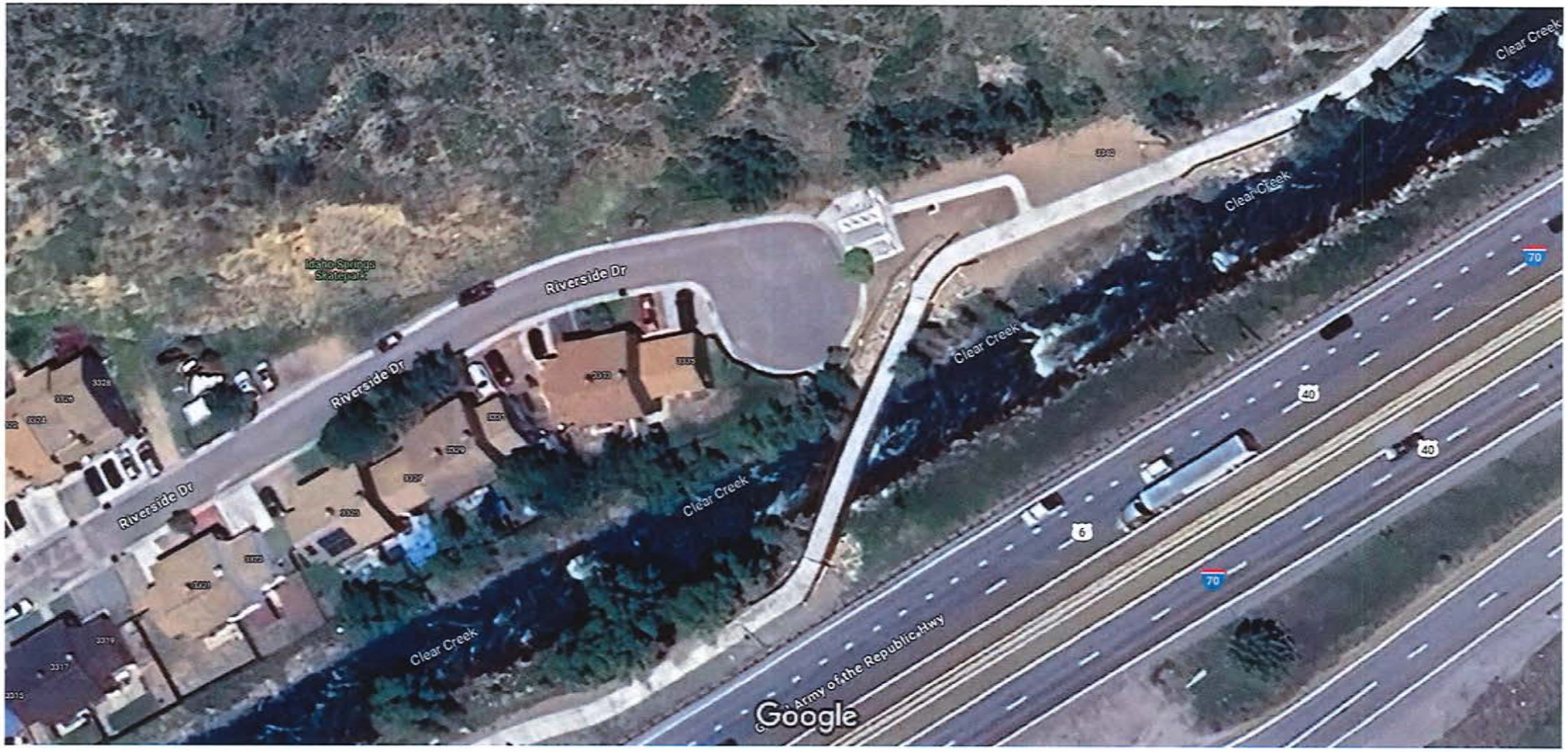
Bridge 5



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Riverside trailhead and Bridge #6



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Google Maps

Bridge 7



Imagery ©2025 Airbus, Map data ©2025 20 ft

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

NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, February 10, 2025
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 February 10, 2025 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
   - **a)** Move to approve the minutes from January 27, 2025.
7. **APPROVAL OF BILLS**
   - **a)** Move to approve bills to February 10th, 2025
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
12. **RESOLUTIONS**
    - **a)** Resolution #8, Series 2025, A Resolution Conditionally Approving a Subdivision Improvement Agreement for The Soda Creek Highlands Subdivision.
13. **ORDINANCE FIRST READING**
    - **a)** Ordinance #4, Series 2025, An Ordinance Annexing to the City of Idaho Springs a 1.99 Acre Parcel of City-Owned Land Within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the Sixth Principal Meridian, in Clear Creek County, Colorado, Known by address as 839 Colorado Highway 103.
    - **b)** Ordinance #5, Series 2025, An Ordinance Zoning the 1.99 Acre Parcel of City owned Land within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the Sixth Principal Meridian, In Clear Creek County, Colorado, Known by Address as 839 Colorado Highway 103, as Residential Three (R-3)
14. **ORDINANCE SECOND READING**
    - **a)** Ordinance #1, Series 2025 An Ordinance Amending Rates and Charges for Water and Sewer Service and Making Conforming Amendments to The Idaho Springs Municipal Code.
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
    - **a)** Staff report submitted with no requests for action.
17. **ADMINISTRATION DEPARTMENT**
    - **a) Assistant City Administrator** – Staff report submitted with no requests for action.
    - **b) Community Development Planner –** No staff report submitted.
    - **c) Deputy City Clerk –** Staff report submitted with no requests for action.
18. **POLICE DEPARTMENT**
    - **a)** Staff report submitted with no requests for action.
19. **PUBLIC WORKS DEPARTMENT**
    - **a)** Staff report submitted with one request for action.
      1. Move to approve the Letter of agreement for construction administration support, between the City of Idaho Springs and JVA engineering, for the Hwy 103 water main replacement project in the amount of $95,000.00 From line Item #51-72-7320

20. WATER FACILITIES DEPARTMENT

a) Staff report submitted with no requests for action.

21. COMMITTEE REPORTS

22. CITY CLERK/TREASURER

23. MAYOR / COUNCIL

24. EXECUTIVE SESSION

25. ADJOURN

a) Next Work Session Monday February 24, 2025.

b) Next Regular Meeting on Monday, February 24, 2025

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website: https://www.colorado.gov/pacific/idahosprings/city-council-live
To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date: https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf. For remote Public Comment, please use this link to join the meeting: https://us02web.zoom.us/j/84204473555

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/84204473555.
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
January 27, 2025

The City Council of the City of Idaho Springs held a regular meeting on January 27, 2025, in the city council chambers. Mayor Harmon called the meeting to order at 7:00 p.m.

Answering the roll were: Mayor Chuck Harmon, Councilmember Scott Pennell, Mayor Pro Tem Jeremy Jones, Councilmember Kate Collier, Councilmember Lisa Manifold and Councilmember Janine Mariani. Councilmember Jim Clark was absent. Also present were City Administrator Andrew Marsh, Community Development Planner Dylan Graves, Chief Nate Buseck, Best and Brightest Fellow Maria Schanhals, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell, Assistant City Administrator Guy Patterson and Water Facilities Superintendent Edward Sigward. City Attorney Carmen Beery was in attendance via zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL
Councilmember Pennell moved to approve the agenda to January 27th, 2025. Councilmember Mariani seconded. After second City Administrator reminded Mayor Harmon that there was an amendment to this agenda, and that item 10, swearing in of new Idaho Springs Police Officer Michael Huckle would be done at a later meeting when his family could attend. Councilmember Pennell amended his motion to approve the agenda as amended, Councilmember Janine amended her second for the modified agenda. Motion amendments were followed by an all in favor voice vote.

CONFLICT OF INTEREST
There were no conflicts of interest.

APPROVAL OF MINUTES
Councilmember Pennell moved to approve the minutes of January 13th, 2025. Councilmember Manifold seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS
Mayor Pro Tem Jeremy Jones moved to approve the bills to January 27th, 2025. Councilmember Collier seconded. Councilmember Mariani had a question on the bill for $7,000.00 to the Colorado Rangers. Chief Busek advised that the Colorado Rangers are a group of volunteers that help out a lot with events in Idaho Springs as well as back up enforcement if it were ever needed. Chief Buseck also mentioned that all of the volunteers of the Colorado Rangers are POST certified. Discussion followed by an all in favor roll call vote.

PUBLIC COMMENT
There were no in person nor virtual public comments.

UNSCHEDULED PUBLIC COMMENT
Mary Jane Loevlie submitted this public comment via Zoom. Ms. Loevlie stated that Dana Crawford was so very important to her and the Ms. Crawford had passed away the past Thursday evening. Ms. Loevlie stated that Ms. Crawford was such a huge part of Placemaking and the History of Colorado, and that her contribution to the State of Colorado and Historic Preservation is unmeasurable. Ms. Loevlie advised the room that there will be a memorial occurring sometime in April of this year.

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER
Finance Director Lorraine Trotter went over the Preliminary December 2024 financial statements with Council and staff.

RESOLUTIONS

Councilmember Pennelle moved to approve Resolution #7, Series 2025, A Resolution Approving the Amendment and Restatement of Three (3) Easement Agreements and the Termination of One (1) Easement Agreement Previously entered into by the City, ARGO Holdings and Mary Jane Loevlie, Concerning the Mighty Argo Redevelopment Project and Virginia Canyon Mountain Park, to Finalize the Scope of Certain Legal Descriptions, Eliminate Duplication and Correct an Exhibit Error. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING
ORDINANCE SECOND READING
CITY ATTORNEY

CITY ADMINISTRATOR
Staff report submitted with one request for action.

1. Councilmember Pennell moved to approve a Letter Agreement from Mayberry & Company, LLC for preparation of the 2024 financial audit for an amount not to exceed $15,900.00. Councilmember Marini seconded, second followed by an all in favor roll call vote.

Councilmember Manifold asked Mr. Marsh why the city was not granted the connecting community's grant. Mr. Marsh advised council that he was not sure, but he would try to gather some information and bring it back to council at the next meeting.

ADMINISTRATIVE DEPARTMENT
Assistant City Administrator - Staff report submitted with no requests for action.
Community Development Planner- No staff report submitted.
Deputy City Clerk – Staff report submitted with no requests for action. Mayor Harmon advised Ms. Martell that there was a typo in her report on the number of business licenses.

POLICE DEPARTMENT
Staff report submitted with one request for action. Councilmember Collier moved to Approve the contract with Dulaney Architecture and engineering partners for police station renovations, which include obtaining a Green Globes building certification for $505,360.00 from line item 21-00-7045. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

PUBLIC WORKS
Staff report submitted with one request for action. Councilmember Manifold moved to approve service and repairs to the fire suppression system at the City property, located at 2060 Miner St., the Heritage Museum and Visitors Center, by Frontier Fire in the amount of $13,354.00. Councilmember Mariani seconded. Councilmember Mariani asked if the city's bid policy is $20,000.00, staff advised that was correct. Councilmember Mariani asked Public Works Superintendent Mr. Crain if this is a competitive quote, Mr. Crain advised that it was and it's better to keep with one company as far as quality of service and institutional knowledge. Discussion followed by an all in favor roll call vote.

WATER FACILITIES DEPARTMENT
Staff report submitted with no requests for action.

COMMITTEE REPORTS
CITY CLERK/TREASURER

MAYOR/COUNCIL

Mayor Harmon stated that the group has decided that Councilmember Kate Collier will be appointed as the primary representative from Idaho Springs for the Regional Resilience Team, with Councilmember Lisa Manifold being secondary. Mayor Harmon also stated that the group has decided to appoint Councilmember Janine Mariani as the primary Director for Idaho Springs to the Clear Creek Regional Housing Authority. Councilmember Collier and Manifold are appointed as alternates to that Director appointment.

Councilmember Manifold thanked City Administrator for the lights that have been out for about 10 months in Idaho Springs, as her constituents have stated that they are getting fixed. Councilmember Manifold also asked that the parking situation at the library get corrected. Ms. Manifold stated that there was to be one (1) 15-minute parking spot for book drop off and the rest is to be one (1) hour parking. Mr. Crain advised council that his supplier for signs /stickers had dropped the ball and that Mr. Crain has just followed up with that signage change, and that the supplier has just sent out the stickers to update the signage that is currently at the library.

Councilmember Kate Collier spoke to not being awarded the grant to obtain the pedestrian bridge to the new school location. Councilmember Collier stated that the school needs to participate in any discussion going forward about the pedestrian bridge, as this bridge would not just benefit Idaho Springs, but the School District as well. Councilmember Collier requested that this bridge get brought up in a joint work session with the school district to ask about the bond that the school has previously obtained and to work together to fund the pedestrian bridge.

Councilmember Collier asked Mr. Marsh if there had been any further discussion on the internal building inspections and asked if the city is still with SAFEBuilt. Mr. Marsh replied and stated that they have a draft IGA from Clear Creek County for said building services and that the City Attorney is reviewing that IGA. Mr. Marsh also advised council that there have been some staffing changes at SAFEBuilt and there has also been some realignment and there have been good meetings between the city and SAFEBuilt in the recent weeks. Councilmember Manifold stated it was hard having only two days a week for inspections.

ADJOURN

Mayor Harmon adjourned the meeting at 7:47 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A.L.E.R.T./S.A.M. (715)								
2025								
2025	Invoice	Membership	01/01/2025	03/01/2025	100.00	Open	02/25	10-30-5304
Total 2025:					100.00			
Total A.L.E.R.T./S.A.M. (715):					100.00			
Academy Roofing (2182)								
63696								
63696	Invoice	Gutter cleanings and inspection	01/03/2025	02/03/2025	3,718.36	Open	13/24	21-00-7042
Total 63696:					3,718.36			
Total Academy Roofing (2182):					3,718.36			
Alsco - Denver Linen (13)								
3059543								
3059543	Invoice	Carpets	01/28/2025	02/08/2025	83.07	Open	01/25	10-30-5108
Total 3059543:					83.07			
Total Alsco - Denver Linen (13):					83.07			
AmeriGas (1478)								
3173315364								
3173315364	Invoice	Propane PW	01/23/2025	02/22/2025	2,237.41	Open	01/25	10-10-6001
3173315364	Invoice	Propane WWTP	01/23/2025	02/22/2025	745.80	Open	01/25	52-00-6001
Total 3173315364:					2,983.21			
3173651652								
3173651652	Invoice	Propane	01/31/2025	03/02/2025	661.87	Open	01/25	52-00-6001
3173651652	Invoice	Propane PW	01/31/2025	03/02/2025	1,985.59	Open	01/25	10-10-6001
Total 3173651652:					2,647.46			
Total AmeriGas (1478):					5,630.67			
AT&T Mobility (283)								
287246995984X01212025								
287246995984X01212025	Invoice	Cell Phone/'WasteWater	01/13/2025	02/08/2025	107.84	Open	01/25	52-00-5335
287246995984X01212025	Invoice	Cell Phones/Water	01/13/2025	02/08/2025	107.84	Open	01/25	51-00-5335
Total 287246995984X01212025:					215.68			
Total AT&T Mobility (283):					215.68			
AV-TECH Electronics (1941)								
0097355								
0097355	Invoice	decommission Ford taurus	01/29/2025	02/28/2025	1,895.00	Open	01/25	10-30-6100
Total 0097355:					1,895.00			
0097379								
0097379	Invoice	reprogram 2016 ford lighting syste	01/31/2025	02/28/2025	1,650.00	Open	01/25	10-30-6100
Total 0097379:					1,650.00			
0097383								
0097383	Invoice	2023 Ford Add black out module	02/04/2025	03/05/2025	557.20	Open	02/25	21-00-6026

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 0097383:					557.20			
Total AV-TECH Electronics (1941):					4,102.20			
Axon Enterprise (1731)								
311183								
311183	Invoice	Fleet 3 Advanced	01/25/2025	02/24/2025	30,548.40	Open	01/25	21-00-6026
Total 311183:					30,548.40			
Total Axon Enterprise (1731):					30,548.40			
Blackwell Oil (284)								
12312025								
12312025	Invoice	Fleet Fuel Streets	01/15/2025	02/15/2025	101.38	Open	13/24	10-10-6191
12312025	Invoice	Red Diesel - Streets	01/15/2025	02/15/2025	194.28	Open	13/24	10-10-6012
Total 12312025:					295.66			
Total Blackwell Oil (284):					295.66			
Browns Hill Engineering & Cont (1416)								
29747								
29747	Invoice	Service WWTP	01/29/2025	02/28/2025	779.80	Open	01/25	52-00-5108
Total 29747:					779.80			
1508								
1508	Invoice	WTP SCADA Leasing Agreement	02/01/2025	03/01/2025	8,238.00	Open	03/25	51-00-5000
Total 1508:					8,238.00			
1509								
1509	Invoice	WWTP SCADA Leasing Agreeme	02/01/2025	03/01/2025	1,620.00	Open	03/25	52-00-5000
Total 1509:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					10,637.80			
CenturyLink (569)								
333637776-1222025								
333637776-1222025	Invoice	WWTP Phone Line	01/22/2025	02/11/2025	132.79	Open	02/25	52-00-5303
Total 333637776-1222025:					132.79			
333710092-1252025								
333710092-1252025	Invoice	Water Phone Line	01/25/2025	02/18/2025	216.91	Open	02/25	51-00-5303
Total 333710092-1252025:					216.91			
333469199-1282025								
333469199-1282025	Invoice	PW Internet	01/28/2025	02/18/2025	102.94	Open	02/25	10-10-5303
Total 333469199-1282025:					102.94			
Total CenturyLink (569):					452.64			
Chicago Creek Sanitation (434)								
2025-02								
2025-02	Invoice	Maintenance Fee	01/27/2025	02/28/2025	197.00	Open	02/25	52-00-5206

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 2025-02:					197.00			
Total Chicago Creek Sanitation (434):					197.00			
City of Idaho Springs (289)								
2.1.2025								
2.1.2025	Invoice	Payroll Transfer	02/01/2025	02/28/2025	300,000.00	Open	02/25	10-00-1580
Total 2.1.2025:					300,000.00			
Total City of Idaho Springs (289):					300,000.00			
Clear Creek County Advocates (390)								
2025								
2025	Invoice	Peer Support Team	01/29/2025	02/08/2025	2,000.00	Open	01/25	10-30-5108
Total 2025:					2,000.00			
Total Clear Creek County Advocates (390):					2,000.00			
Clear Creek County Clerk & Rec (61)								
0045794								
0045794	Invoice	Document Recording	01/27/2025	02/27/2025	99.35	Open	01/25	10-20-5316
Total 0045794:					99.35			
Total Clear Creek County Clerk & Rec (61):					99.35			
Clear Creek County Road & Bridge (1278)								
2.4.2025								
2.4.2025	Invoice	Fleet fuel/Parks	02/04/2025	03/05/2025	354.35	Open	01/25	10-60-6191
2.4.2025	Invoice	Fleet fuel/Police	02/04/2025	03/05/2025	1,757.03	Open	01/25	10-30-6191
2.4.2025	Invoice	Fleet fuel/Streets	02/04/2025	03/05/2025	966.21	Open	01/25	10-10-6191
2.4.2025	Invoice	Fleet fuel/WasteWater	02/04/2025	03/05/2025	93.93	Open	01/25	52-00-6191
2.4.2025	Invoice	Fleet fuel/Water	02/04/2025	03/05/2025	93.93	Open	01/25	51-00-6191
Total 2.4.2025:					3,265.45			
Total Clear Creek County Road & Bridge (1278):					3,265.45			
Clear Creek County Treasurer (63)								
R014688-2025								
R014688-2025	Invoice	Property tax Reservoir Property	01/01/2025	02/28/2025	1,251.74	Open	02/25	51-72-7320
Total R014688-2025:					1,251.74			
Total Clear Creek County Treasurer (63):					1,251.74			
Clear Creek Supply (291)								
3726								
3726	Invoice	socket	01/21/2025	02/21/2025	7.99	Open	01/25	10-10-6020
Total 3726:					7.99			
6302								
6302	Invoice	oil and filter	01/27/2025	02/28/2025	60.93	Open	01/25	10-30-6193
Total 6302:					60.93			
6372								
6372	Invoice	hose	01/28/2025	02/28/2025	49.99	Open	01/25	10-10-6007

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 6372:					49.99			
6376								
6376	Invoice	nozzle	01/28/2025	02/28/2025	17.99	Open	01/25	10-10-6007
Total 6376:					17.99			
6440								
6440	Invoice	Thread lock	01/30/2025	02/28/2025	31.99	Open	01/25	10-60-6200
Total 6440:					31.99			
6456								
6456	Invoice	keys for new pd	01/30/2025	02/28/2025	37.94	Open	01/25	21-00-7045
Total 6456:					37.94			
6458								
6458	Invoice	concrete bit	01/30/2025	02/28/2025	6.49	Open	01/25	10-60-6020
Total 6458:					6.49			
6479								
6479	Invoice	car wash soap	01/31/2025	02/28/2025	8.99	Open	01/25	10-10-6193
Total 6479:					8.99			
Total Clear Creek Supply (291):					222.31			
CO Communications & Utility Alliance (1858)								
1656								
1656	Invoice	Membership Dues	12/01/2024	03/01/2025	550.00	Open	01/25	10-20-5304
Total 1656:					550.00			
Total CO Communications & Utility Alliance (1858):					550.00			
Colorado Analytical Lab (945)								
250121016								
250121016	Invoice	total coliform P/A compl	01/22/2025	02/22/2025	103.50	Open	01/25	51-00-5201
Total 250121016:					103.50			
250121019								
250121019	Invoice	bod-5	01/29/2025	02/28/2025	66.60	Open	01/25	52-00-5201
Total 250121019:					66.60			
Total Colorado Analytical Lab (945):					170.10			
Colorado Community Media (1981)								
128417								
128417	Invoice	Legal Publication	01/24/2025	02/23/2025	295.65	Open	01/25	10-20-5312
Total 128417:					295.65			
Total Colorado Community Media (1981):					295.65			
Comcast (1486)								
0197295-1232025								
0197295-1232025	Invoice	City Hall Internet	01/23/2025	02/17/2025	474.81	Open	01/25	10-20-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 0197295-1232025:					474.81			
232829065								
232829065	Invoice	New High speed internet for WWT	02/01/2025	03/01/2025	2,413.69	Open	01/25	52-00-5335
Total 232829065:					2,413.69			
Total Comcast (1486):					2,888.50			
Common Knowledge Technology, Inc (1549)								
65309								
65309	Invoice	pd server renewal	01/28/2025	02/27/2025	1,375.00	Open	01/25	10-30-7011
Total 65309:					1,375.00			
65445								
65445	Invoice	Adobe - Mauria	01/31/2025	03/02/2025	184.12	Open	01/25	10-20-7011
Total 65445:					184.12			
65450								
65450	Invoice	Adobe - sergeants	01/31/2025	03/02/2025	362.06	Open	01/25	10-30-7011
Total 65450:					362.06			
65490								
65490	Invoice	city hall server warranty	01/31/2025	03/02/2025	1,465.00	Open	01/25	10-20-7011
Total 65490:					1,465.00			
65366								
65366	Invoice	IT Services - Admin	02/03/2025	03/05/2025	1,358.38	Open	02/25	10-20-5106
65366	Invoice	IT Services - PD	02/03/2025	03/05/2025	1,358.38	Open	02/25	10-30-5108
65366	Invoice	IT Services - Streets	02/03/2025	03/05/2025	1,358.38	Open	02/25	10-20-5106
65366	Invoice	IT Services - Water	02/03/2025	03/05/2025	679.18	Open	02/25	51-00-5108
65366	Invoice	IT Services - WW	02/03/2025	03/05/2025	679.18	Open	02/25	52-00-5108
Total 65366:					5,433.50			
Total Common Knowledge Technology, Inc (1549):					8,819.68			
CommonSpirit Health - CHIC (2178)								
1605467161/1605553628								
1605467161/1605553628	Invoice	Forensic Exam	01/10/2025	02/07/2025	1,150.00	Open	01/25	10-30-5108
Total 1605467161/1605553628:					1,150.00			
Total CommonSpirit Health - CHIC (2178):					1,150.00			
Compression Leasing Svcs Inc. (1211)								
260121								
260121	Invoice	Emergency Call Out Compressor	02/02/2025	03/02/2025	1,119.00	Open	02/25	51-00-5108
Total 260121:					1,119.00			
Total Compression Leasing Svcs Inc. (1211):					1,119.00			
Direct Tint & Graphics (1992)								
16080								
16080	Invoice	2025 ford vinyl graphics	02/03/2025	02/13/2025	600.00	Open	02/25	21-00-6026

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 16080:					600.00			
Total Direct Tint & Graphics (1992):					600.00			
Doyle Disposal (380)								
27624								
27624	Invoice	Trash Service Sewer Plant	01/25/2025	02/25/2025	453.00	Open	02/25	52-00-5202
Total 27624:					453.00			
Total Doyle Disposal (380):					453.00			
Employee (2093)								
1.22.25								
1.22.25	Invoice	Break Room Supplies	01/22/2025	02/22/2025	58.97	Open	01/25	10-30-6010
Total 1.22.25:					58.97			
1.31.25								
1.31.25	Invoice	air tank refills	01/31/2025	02/28/2025	86.00	Open	01/25	10-30-6015
Total 1.31.25:					86.00			
613423								
613423	Invoice	DOT Physical Reimbursement	01/31/2025	02/28/2025	80.00	Open	01/25	10-10-5213
Total 613423:					80.00			
Total Employee (2093):					224.97			
Flock Safety (2179)								
57402								
57402	Invoice	License Plate Reader	01/31/2025	03/02/2025	7,400.00	Open	01/25	21-00-6026
Total 57402:					7,400.00			
Total Flock Safety (2179):					7,400.00			
FNF Construction INC (2165)								
2437-4								
2437-4	Invoice	Virginia Canyon Utility Improveme	02/03/2025	02/28/2025	330,947.15	Open	01/25	51-72-7320
Total 2437-4:					330,947.15			
Total FNF Construction INC (2165):					330,947.15			
Foothills Auto & Truck Parts (1021)								
118095								
118095	Invoice	Wipers	01/24/2025	02/24/2025	45.06	Open	01/25	10-10-6193
Total 118095:					45.06			
118383								
118383	Invoice	Hose clamp and vacuum tubing	01/31/2025	02/28/2025	6.38	Open	01/25	10-10-6007
Total 118383:					6.38			
118386								
118386	Invoice	Vacuum tubing	01/31/2025	02/28/2025	1.80	Open	01/25	10-10-6007
Total 118386:					1.80			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Foothills Auto & Truck Parts (1021):					53.24			
Goodyear Auto Service Center (131)								
43826								
43826	Invoice	oil change 2023 Ford	01/31/2025	02/28/2025	115.09	Open	01/25	10-30-6100
Total 43826:					115.09			
Total Goodyear Auto Service Center (131):					115.09			
Hach Company (138)								
14342944								
14342944	Invoice	redox solution	01/23/2025	02/23/2025	53.17	Open	01/25	52-00-5208
Total 14342944:					53.17			
Total Hach Company (138):					53.17			
HDR Engineering, Inc (1605)								
1200691762								
1200691762	Invoice	Virginia Street	01/31/2025	02/28/2025	1,681.75	Open	01/25	51-72-7320
Total 1200691762:					1,681.75			
1240026428								
1240026428	Invoice	Virginia Canyon/Virginia Street	02/03/2025	03/03/2025	32,305.00	Open	01/25	51-72-7320
Total 1240026428:					32,305.00			
Total HDR Engineering, Inc (1605):					33,986.75			
Home Depot Credit Services (578)								
1023272								
1023272	Invoice	Cleaning Supplies	01/10/2025	02/28/2025	188.49	Open	01/25	10-60-6010
Total 1023272:					188.49			
7011349								
7011349	Invoice	faucet	01/24/2025	02/28/2025	49.00	Open	01/25	10-30-5208
Total 7011349:					49.00			
7011352								
7011352	Invoice	light bulb changer kit	01/24/2025	02/28/2025	23.00	Open	01/25	10-10-6020
Total 7011352:					23.00			
Total Home Depot Credit Services (578):					260.49			
IC Group (2180)								
352233								
352233	Invoice	Notice of Trespass	01/31/2025	02/28/2025	181.52	Open	02/25	10-30-5325
Total 352233:					181.52			
Total IC Group (2180):					181.52			
Insight Auto Glass (1569)								
304705								
304705	Invoice	f150 Windshield replacement	03/30/2024	02/28/2025	698.90	Open	13/24	10-30-6100
Total 304705:					698.90			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Insight Auto Glass (1569):					698.90			
International Association of Chief of Po (1779)								
0372247								
0372247	Invoice	Membership Dues - Sonnenberg	01/22/2025	02/22/2025	85.00	Open	02/25	10-30-5304
Total 0372247:					85.00			
0381396								
0381396	Invoice	Membership Dues	01/22/2025	02/22/2025	220.00	Open	01/25	10-30-5304
Total 0381396:					220.00			
Total International Association of Chief of Po (1779):					305.00			
JVA Incorporated (1110)								
21462								
21462	Invoice	Highway 103 Waterline	12/31/2024	02/28/2025	692.00	Open	13/24	52-72-7320
Total 21462:					692.00			
21498								
21498	Invoice	Shelly Quinn Skatepark and Event	12/31/2024	02/28/2025	8,821.89	Open	13/24	21-00-6024
Total 21498:					8,821.89			
21503								
21503	Invoice	montane park water storage repla	12/31/2024	02/28/2025	5,275.00	Open	13/24	51-72-7320
Total 21503:					5,275.00			
21526								
21526	Invoice	Highway 103 Waterline	01/31/2025	02/28/2025	1,974.00	Open	01/25	52-72-7320
Total 21526:					1,974.00			
Total JVA Incorporated (1110):					16,762.89			
Language Line Services (2102)								
11507023								
11507023	Invoice	Interpreter Services	01/31/2025	02/28/2025	11.48	Open	02/25	10-40-5320
Total 11507023:					11.48			
Total Language Line Services (2102):					11.48			
Law Firm Of Suzanne Rogers PC (737)								
2.1.25								
2.1.25	Invoice	Mileage	02/01/2025	02/28/2025	61.18	Open	02/25	10-40-5115
2.1.25	Invoice	Prosecutor	02/01/2025	02/28/2025	1,500.00	Open	02/25	10-40-5115
Total 2.1.25:					1,561.18			
Total Law Firm Of Suzanne Rogers PC (737):					1,561.18			
Liberty Communications (1547)								
3600997								
3600997	Invoice	phone service admin	01/30/2025	02/27/2025	144.50	Open	02/25	10-20-5303
3600997	Invoice	phone service police	01/30/2025	02/27/2025	144.50	Open	02/25	10-30-5303
3600997	Invoice	phone service public works	01/30/2025	02/27/2025	144.50	Open	02/25	10-10-5303
3600997	Invoice	phone service wastewater	01/30/2025	02/27/2025	72.24	Open	02/25	52-00-5303
3600997	Invoice	phone service water	01/30/2025	02/27/2025	72.24	Open	02/25	51-00-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3600997:					577.98			
Total Liberty Communications (1547):					577.98			
Michael Goodbee (1940)								
2.1.25								
2.1.25	Invoice	Judge	02/01/2025	02/28/2025	1,600.00	Open	02/25	10-40-5110
Total 2.1.25:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Peak Performance Imaging Solutions (409)								
71083								
71083	Invoice	Copier Meter Bill	01/21/2025	02/05/2025	310.79	Open	01/25	10-20-7010
Total 71083:					310.79			
71210								
71210	Invoice	PD meter billing for printer	01/31/2025	02/15/2025	102.72	Open	02/25	10-30-5309
Total 71210:					102.72			
Total Peak Performance Imaging Solutions (409):					413.51			
Quantum Pump & Controls (2032)								
12373								
12373	Invoice	VFD replacement	01/29/2025	02/28/2025	5,032.00	Open	13/24	52-00-5108
Total 12373:					5,032.00			
Total Quantum Pump & Controls (2032):					5,032.00			
Quill Corporation (230)								
42548973								
42548973	Invoice	supplies	01/23/2025	02/23/2025	143.70	Open	01/25	10-20-6010
Total 42548973:					143.70			
42551139								
42551139	Invoice	Calendar - code	01/24/2025	02/24/2025	17.39	Open	01/25	10-30-6010
Total 42551139:					17.39			
Total Quill Corporation (230):					161.09			
Raftelis (1740)								
35002								
35002	Invoice	Utility Billing Assesment	08/13/2024	02/28/2025	997.50	Open	13/24	51-00-5108
35002	Invoice	Utility Billing Assessment	08/13/2024	02/28/2025	997.50	Open	13/24	52-00-5108
Total 35002:					1,995.00			
Total Raftelis (1740):					1,995.00			
Staples Business Advantage (1219)								
7003755900								
7003755900	Invoice	office supplies	01/18/2025	02/18/2025	324.01	Open	02/25	10-30-6010
Total 7003755900:					324.01			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Staples Business Advantage (1219):					324.01			
Summit Asbestos Testing (2181)								
1230								
1230	Invoice	1744 Asbestos Testing	02/04/2025	03/04/2025	2,772.00	Open	02/25	21-00-7045
Total 1230:					2,772.00			
Total Summit Asbestos Testing (2181):					2,772.00			
The Compliance Alliance (852)								
25-0025								
25-0025	Invoice	Pre-employment drug screen - Pa	01/24/2025	02/23/2025	150.00	Open	01/25	10-20-5108
Total 25-0025:					150.00			
Total The Compliance Alliance (852):					150.00			
Thrive 4 Corp. (2173)								
7656								
7656	Invoice	Marketing Services	02/01/2025	02/28/2025	1,000.00	Open	02/25	10-21-5038
Total 7656:					1,000.00			
Total Thrive 4 Corp. (2173):					1,000.00			
Timberline Disposal (1467)								
5712205V324								
5712205V324	Invoice	PW Dumpster	02/01/2025	02/28/2025	448.60	Open	02/25	10-10-6001
5712205V324	Invoice	VCMP Portalet	02/01/2025	02/28/2025	468.58	Open	02/25	10-60-6001
Total 5712205V324:					917.18			
Total Timberline Disposal (1467):					917.18			
WEX BANK (1459)								
102302487								
102302487	Invoice	Fleet fuel - Police	01/23/2025	02/14/2025	1,092.15	Open	01/25	10-30-6191
Total 102302487:					1,092.15			
Total WEX BANK (1459):					1,092.15			
Wilson Williams Fellman Dittman (2160)								
1357								
1357	Invoice	Xcel Energy Franchise Renewal	01/31/2025	02/28/2025	688.50	Open	01/25	10-20-5101
Total 1357:					688.50			
Total Wilson Williams Fellman Dittman (2160):					688.50			
Xcel Energy (540)								
911303653								
911303653	Invoice	525 pine slope	01/17/2025	02/07/2025	13.25	Open	01/25	51-00-6001
Total 911303653:					13.25			
911308313								
911308313	Invoice	PD	01/17/2025	02/07/2025	396.46	Open	01/25	10-30-6001
Total 911308313:					396.46			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
911324505								
911324505	Invoice	1101 Soda Creek	01/17/2025	02/07/2025	168.49	Open	01/25	51-00-6001
Total 911324505:					168.49			
911338433								
911338433	Invoice	Water Treatment Plant	01/17/2025	02/07/2025	4,429.90	Open	01/25	51-00-6001
Total 911338433:					4,429.90			
911340822								
911340822	Invoice	1711 Miner	01/17/2025	02/07/2025	552.09	Open	01/25	10-20-6001
Total 911340822:					552.09			
911383403								
911383403	Invoice	1801 miner a	01/17/2025	02/07/2025	16.77	Open	01/25	52-00-6001
Total 911383403:					16.77			
911414906								
911414906	Invoice	980 CR 314	01/17/2025	02/07/2025	2,991.62	Open	01/25	52-00-6001
Total 911414906:					2,991.62			
911418332								
911418332	Invoice	10 Montane	01/17/2025	02/07/2025	45.03	Open	01/25	51-00-6001
Total 911418332:					45.03			
911470017								
911470017	Invoice	960 CR 314 New PW Facillity	01/17/2025	02/07/2025	627.18	Open	01/25	10-10-6001
Total 911470017:					627.18			
911751313								
911751313	Invoice	Wwtp	01/22/2025	02/11/2025	5,076.63	Open	01/25	52-00-6001
Total 911751313:					5,076.63			
912122854								
912122854	Invoice	pw	01/27/2025	02/13/2025	621.76	Open	01/25	10-10-6001
Total 912122854:					621.76			
912320360								
912320360	Invoice	Parks	01/27/2025	02/14/2025	987.26	Open	01/25	10-60-6001
Total 912320360:					987.26			
912471653								
912471653	Invoice	1744 Miner Street	01/27/2025	02/14/2025	767.53	Open	01/25	10-30-6001
Total 912471653:					767.53			
903515726								
903515726	Invoice	Water Treatment Plant	11/19/2025	12/11/2025	4,489.88	Open	13/24	51-00-6001
Total 903515726:					4,489.88			
Total Xcel Energy (540):					21,183.85			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Grand Totals:					809,335.36			

Report GL Period Summary

GL Period	Amount
01/25	449,161.52
13/24	31,018.69
03/25	9,858.00
02/25	319,297.15
Grand Totals:	809,335.36

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

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 8, Series 2025

A RESOLUTION CONDITIONALLY APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE SODA CREEK HIGHLANDS SUBDIVISION

WHEREAS, the City of Idaho Springs, Colorado ("City"), acting by and through the Idaho Springs City Council ("City Council"), previously approved that subdivision plat currently known as the Soda Creek Highlands subdivision (the "Subdivision"); and

WHEREAS, in association with any subdivision, the City requires a property owner to either demonstrate that no associated public improvements are required to be constructed in association therewith or to execute a subdivision improvements agreement (SIA) that sets forth the public improvements required of the project and provides financial guarantee concerning the same; and

WHEREAS, in association with the Subdivision, City staff has negotiated a draft SIA with the owner that addresses the public improvements necessitated by the Subdivision and requires a financial guarantee from the owner in an amount equal to one hundred twenty-five percent (125%) of the estimated costs of such improvements; and

WHEREAS, the City Council finds that the terms of the proposed SIA for the Subdivision are reasonable to assure the construction and completion of public improvements necessitated by the Subdivision in a manner that complies with City standards and requirements concerning such improvements only upon the imposition of certain conditions; and

WHEREAS, the City Council therefore wishes to approve the proposed SIA with specific conditions, as further set forth herein.

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

The Subdivision Improvement Agreement for Soda Creek Highlands Subdivision, attached hereto and incorporated herein by this reference, is hereby approved.

In addition to all conditions and terms imposed by the Agreement, the following conditions are hereby imposed and made an express part of this conditional approval:

1. Street signs and traffic control signs (stop signs, yield signs, etc.) are required as part of the necessary public improvements. Signage shall be installed as part of the public improvements required to notify vehicles, pedestrians, and other road users that the road is shared.
2. All private utility lines, including gas and electric lines, are required to be underground as part of this development.
3. The City's engineering consultants, in coordination with City staff, shall evaluate the impact of the added burden on the City's existing water and sewer treatment facilities and

distribution systems prior to issuance of any permits required to construct approved public improvements. Any impacts shall be paid by the Developer.

4. An impact fee of $5,000 per residential lot is required per the Idaho Springs Fee Schedule. This impact fee is required to be paid for each lot prior to issuance of a building permit to construct improvements on said lot.
5. The Developer shall demonstrate that proposed improvements allow for adequate flow in accordance with Fire Authority requirements and allow for adequate water pressures in accordance with City requirements and plans shall be updated to reflect any new improvements necessary to achieve the foregoing. The Exhibit B cost estimate for public improvements shall be updated to reflect any additional improvements necessary to provide for those required elements.
6. A 40.00-foot ROW between the upper Pine Slope Road intersection and the intersection with Soda Creek Road shall be dedicated to allow for necessary roadway improvements. Evidence of an executed agreement with the private property owner across which the proposed ROW exists is necessary before any roadway improvements can be permitted.
7. Under Section 27 of the Agreement, the following variance shall be removed from the variance summary, as it is no longer necessary: Permit a reduction in roadway width from 26 ft to 20 ft curb to curb for section of Pine Slope Road from intersection with Soda Creek Road to driveway at Station 17 + 21.61.

ADOPTED AND APPROVED, this 10th day of February, 2025.

CITY OF IDAHO SPRINGS

_____

Chuck Harmon, Mayor

ATTEST:

By:_____

Diane Breece, City Clerk

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

Ordinance No. 1, Series 2025

AN ORDINANCE AMENDING RATES AND CHARGES FOR WATER AND SEWER SERVICE AND MAKING CONFORMING AMENDMENTS TO THE IDAHO SPRINGS MUNICIPAL CODE

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

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

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

WHEREAS, as a result of this new sales tax effective January 1, 2023 and in accordance with the recommendations of the Water and Wastewater Financial Plan, Cost of Service and Rates presentation previously provided to City Council by JVA Consulting Engineers and Raftelis Financial Consultants, the Council finds that a proposed three percent (3%) increase in water rates and a proposed two percent (2%) increase in sewer rates in 2025 is necessary to reasonably and responsibly keep pace with the projected demands on the City's water and sewer systems; and

WHEREAS, the Council therefore wishes to amend the Code to implement such increases and changes, as further set forth herein; and

WHEREAS, the Council finds and determines that the rate and charge increases enacted by this Ordinance are a fair, equitable and non-discriminatory means of raising sufficient revenues to pay the costs of providing service to customers of the Enterprise.

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

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

Section 2. Subsections (B) and (C) of Section 12-122 of the Code are hereby amended as follows:

(B) The consumption charge is based upon the amount of water taken during the billing period, as shown by the meter. The consumption charge for all services, prorated to the date of meter reading, is an amount set forth below.

Customer Class	Charges per Thousand Gallons	
	Inside City & Chicago Creek	*Outside City Limits*
Residential Tier 1 (0 to 10,000 gallons)	~~$5.29~~ $5.45	~~$10.59~~ $10.91
Residential Tier 2 (10,001 to 30,000 gallons)	~~$6.63~~ $6.83	~~$13.23~~ $13.63
Residential Tier 3 (Over 30,000 gallons)	~~$7.94~~ $8.18	~~$15.88~~ $16.36
Commercial (per 1,000 gallons)	~~$8.87~~ $9.14	~~$17.72~~ $18.26
Municipal (per 1,000 gallons)	~~$10.85~~ $11.18	n/a

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

Bi-Monthly Base Rate	*Inside City & Chicago Creek*	*Outside City*
Residential	~~$82.85~~ $85.34	~~$165.71~~ $170.69
Commercial	~~$127.46~~ $131.29	~~$254.90~~ $262.55

Section 3. Subsections (B) and (C) of Section 12-182 of the Code are hereby amended as follows:

(B) The volumetric use charge is based upon the water consumption for each service. During the months of November of one (1) year through April of the following year, the charge is applied to actual water consumption. For the months of May through October of each year, the charge is applied to the *lower* of: (1) average winter water use (November through April); or (2) actual water consumption.

Notwithstanding the foregoing, if the City receives reliable evidence that the actual use of the City sewer system at a location significantly exceeds the average winter water use at

that location, the use charge shall be applied to actual sewer system use, and the winter averaging method shall not be available.

Prior to applying the charge to actual sewer system use, the City shall issue a notice of its decision to do so, which notice shall include the reliable evidence in support of the decision and the process by which the customer may request a hearing on the same. The hearing shall be conducted by either the City Administrator or a hearing officer appointed by the City Administrator. At the hearing, the burden shall be on the City to establish by a preponderance of the evidence that the premises' actual sewer system use significantly exceeds the premises' average winter water use.

The volumetric charge for any premises not served by the City water system, and therefore not metered for water, shall be applied to an assumed water consumption of twenty thousand (20,000) gallons per bimonthly billing period.

Customer Class	***Charge per Thousand Gallons***	
	Inside City & Chicago Creek	***Outside City***
Residential	~~$7.09~~ $7.24	~~$14.18~~ $14.47
Commercial Low Strength	~~$9.55~~ $9.75	~~$19.07~~ $19.46
Commercial Medium Strength	~~$16.93~~ $17.27	~~$33.87~~ $34.55
Commercial High Strength	~~$25.41~~ $25.92	None accepted

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

Customer Class	Bi-Monthly Base Rate		
	Inside City	Outside City	Chicago Creek Sanitation District
Residential	~~$65.63~~ $66.95	~~$131.24~~ $133.87	~~$65.63~~ $66.95
Commercial Low Strength	~~$131.24~~ $133.87	~~$262.48~~ $267.73	~~$131.24~~ $133.87
Commercial High Strength	~~$131.24~~ $133.87	None accepted	~~$131.24~~ $133.87

Section 4. The rates enacted by this Ordinance shall be invoiced for the service period commencing on April 1, 2025 after the effective date of this Ordinance and subsequently invoiced by the City in July of 2025.

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of January, 2025.

_____
Charles 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 10th day of February, 2025.

_____
Charles Harmon, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 4, Series 2025

AN ORDINANCE ANNEXING TO THE CITY OF IDAHO SPRINGS A 1.99 ACRE PARCEL OF CITY-OWNED LAND WITHIN THE J.J. ELLIOT PLACER LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, KNOWN BY ADDRESS AS 839 COLORADO HIGHWAY 103

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

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

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

WHEREAS, the City recently acquired from Alfred E. Brown a 1.99 acre parcel of land adjacent to Colorado Highway 103 to the south of the City, known by address as 839 Colo. Hwy 103 and as more particularly described and illustrated in the legal description and Annexation Map attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property"), currently within unincorporated Clear Creek County; and

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

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

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

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

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

(b) Will not annex any parcel of twenty acres or larger without the consent of the owner thereof;

(c) Is for territory for which no annexation proceedings have been commenced for annexation to another municipality;

(d) Would not result in the detachment of area from any school district and the attachment of the same to another school district;

(e) Would not result in the extension of the City boundary more than three miles in any direction from any point of such municipal boundary in any one year;

(f) Is of property for which not less than one-sixth of the perimeter is contiguous with the current City boundary; and

(g) Is of property owned by the City and is not solely a public street or right-of-way.

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10TH day of February, 2025.

_____
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 10th day of March, 2025.

_____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CERTIFICATION

I, Diane Breece, City Clerk of the City of Idaho Springs, do hereby certify that the above and foregoing is a true and complete copy of an Ordinance duly adopted and finally-approved by the City Council of the said City at a regular meeting held on March 10, 2025.

Diane Breece, City Clerk

EXHIBIT A

ANNEXATION TO THE CITY OF IDAHO SPRINGS

[Annexation Map- Attached]

LEGAL DESCRIPTION:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows;

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S51°31'27"W, a distance of 292.74 feet; thence S87°36'20"W, a distance of 118.66 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
2. N57°56'00"E, a distance of 56.31 feet to a non-tangent curve;
3. along said curve to the right a distance of 179.39 feet, having a radius of 676.20 feet and a central angle of 15°11'59", and a chord which bears N67°28'00"E;
4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
6. N80°42'00"E, a distance of 219.47 feet;

thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,867 square feet or 1.99 acres.

Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

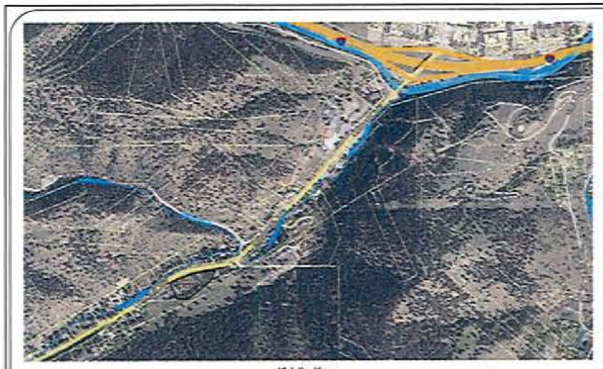
ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS

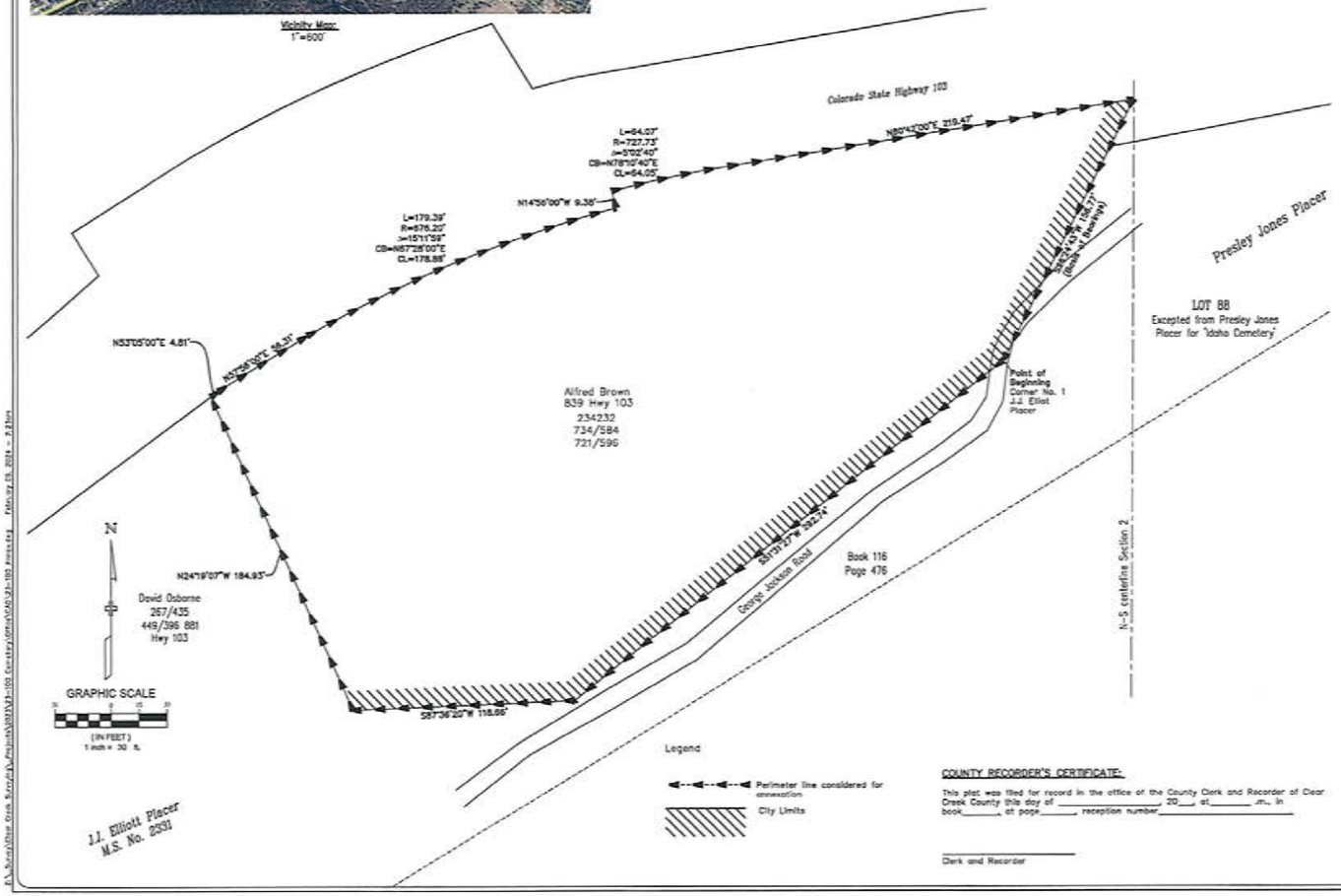
A part of the J.J. Elliot Placer, M.S. No. 2331

Located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian

City of Idaho Springs, County of Clear Creek, State of Colorado



Vicinity Map:
1"=600'



Legend

Perimeter line considered for annexation

City Limits

DESCRIPTION:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows:

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S51°31'27"W, a distance of 292.74 feet; thence S81°36'20"W, a distance of 118.66 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
2. N53°36'00"E, a distance of 56.31 feet to a non-tangent curve;
3. along said curve to the right a distance of 179.39 feet, having a radius of 676.20 feet and a central angle of 15°11'59", and a chord which bears N67°25'00"E;
4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
6. N80°42'00"E, a distance of 218.47 feet;

thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,857 square feet or 1.99 acres.

Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

CONTIGUITY STATEMENT:

The above described land is contiguous to the City of Idaho Springs and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter considered for annexation = 1,289'
- One-sixth of total perimeter required for annexation = 215'
- Perimeter contiguous with existing city limits = 568', exceeds the 1/6 contiguity required.

OWNER CERTIFICATE:

_____
Owner

Signed this ___ day of _____, 202__.

State of Colorado)
)SS
County of Clear Creek)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__.

Witness hand and official seal

My commission expires _____

_____
Notary Public

APPROVAL CERTIFICATE:

Approved for filing by the City of Idaho Springs this _____ day of _____, 202__.

ATTEST:

_____ _____
Chuck Harmon, Mayor — Diane Breece, City Clerk

State of Colorado)
)SS
County of Clear Creek)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__.

Witness hand and official seal

My commission expires _____

_____
Notary Public

SURVEYOR'S CERTIFICATION:

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

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38006

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38006
for and on behalf of Weston Surveying

COUNTY RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the County Clerk and Recorder of Clear Creek County this day of _____, 20___, at _____ m., in book_____, at page_____, reception number_____

_____
Clerk and Recorder

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

Annexation Map
A part of the J.J. Elliot Placer, M.S. No. 2331

Client: City of Idaho Springs

S2, T4S, R73W of the 6th P.M.	Sheet No.	No. of Sheets
Project No: 23-100	1	1

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 5, Series 2025

AN ORDINANCE ZONING THE 1.99 ACRE PARCEL OF CITY-OWNED LAND WITHIN THE J.J. ELLIOT PLACER LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, KNOWN BY ADDRESS AS 839 COLORADO HIGHWAY 103, AS RESIDENTIAL THREE (R-3)

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

WHEREAS, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, and by Ordinance No. 4, Series 2025, the Idaho Springs City Council ("Council") may act to annex that City-owned land recently acquired from Alfred E. Brown known by address as 839 Colo. Hwy 103 and more particularly described in **Exhibit A** to this Ordinance (the "Property"),

WHEREAS, pursuant to C.R.S. § 31-12-115, the City may consider and process the zoning of property concurrently with the annexation of property; and

WHEREAS, the Council finds that the Property is adjacent to areas identified by the City's Comprehensive Plan as "transitional mixed use" and "residential mixed density"; and

WHEREAS, the Council further finds that the Property is surrounded by a variety of uses, including single-family residential, commercial uses, and public uses including an EMS facility and Carlson Elementary school, showing a clear mix of uses in the area; and

WHEREAS, as such, the Council finds that zoning the Property to the City's Residential Three (R-3) zone district would be compatible with both the existing conditions of the Property as well as the City's vision for the area, as expressed through the City's Comprehensive Plan; and

WHEREAS, additionally, in acquiring the Property from the previous owner, the City agreed to use the Property for multi-unit senior affordable housing, a use that would be permitted under the R-3 zone district and a use that is in-demand and lacking in the City and within the region; and

WHEREAS, the Council therefore finds that zoning the Property to R-3 is generally in conformity with the City's Comprehensive Plan, will preserve and promote property values in the area, will be in harmony and compatible with the surrounding land uses and present development in the area, and will generally promote the public welfare.

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

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as

findings and determinations of the Council.

Section 2. The zoning classification for the Property known as 839 Colo. Hwy 103, as more particularly and fully described in **Exhibit A**, attached hereto and incorporated herein by reference, is hereby approved and established as Residential Three (R-3).

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10TH day of February, 2025.

_____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and following public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10th day of March, 2025.

_____
Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

EXHIBIT A

LEGAL DESCRIPTION of ZONED PROPERTY:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows;

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S51°31'27"W, a distance of 292.74 feet; thence S87°36'20"W, a distance of 118.66 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
2. N57°56'00"E, a distance of 56.31 feet to a non-tangent curve;
3. along said curve to the right a distance of 179.39 feet, having a radius of 676.20 feet and a central angle of 15°11'59", and a chord which bears N67°28'00"E;
4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
6. N80°42'00"E, a distance of 219.47 feet;

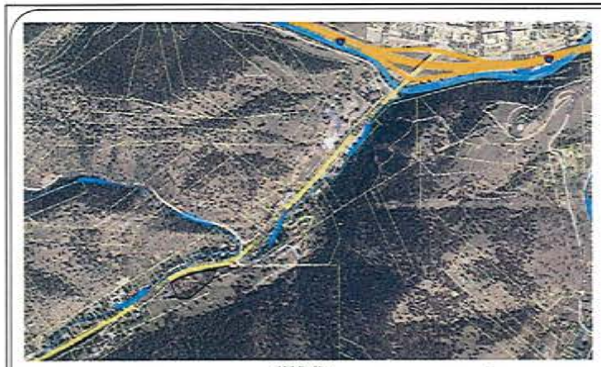
thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,867 square feet or 1.99 acres.

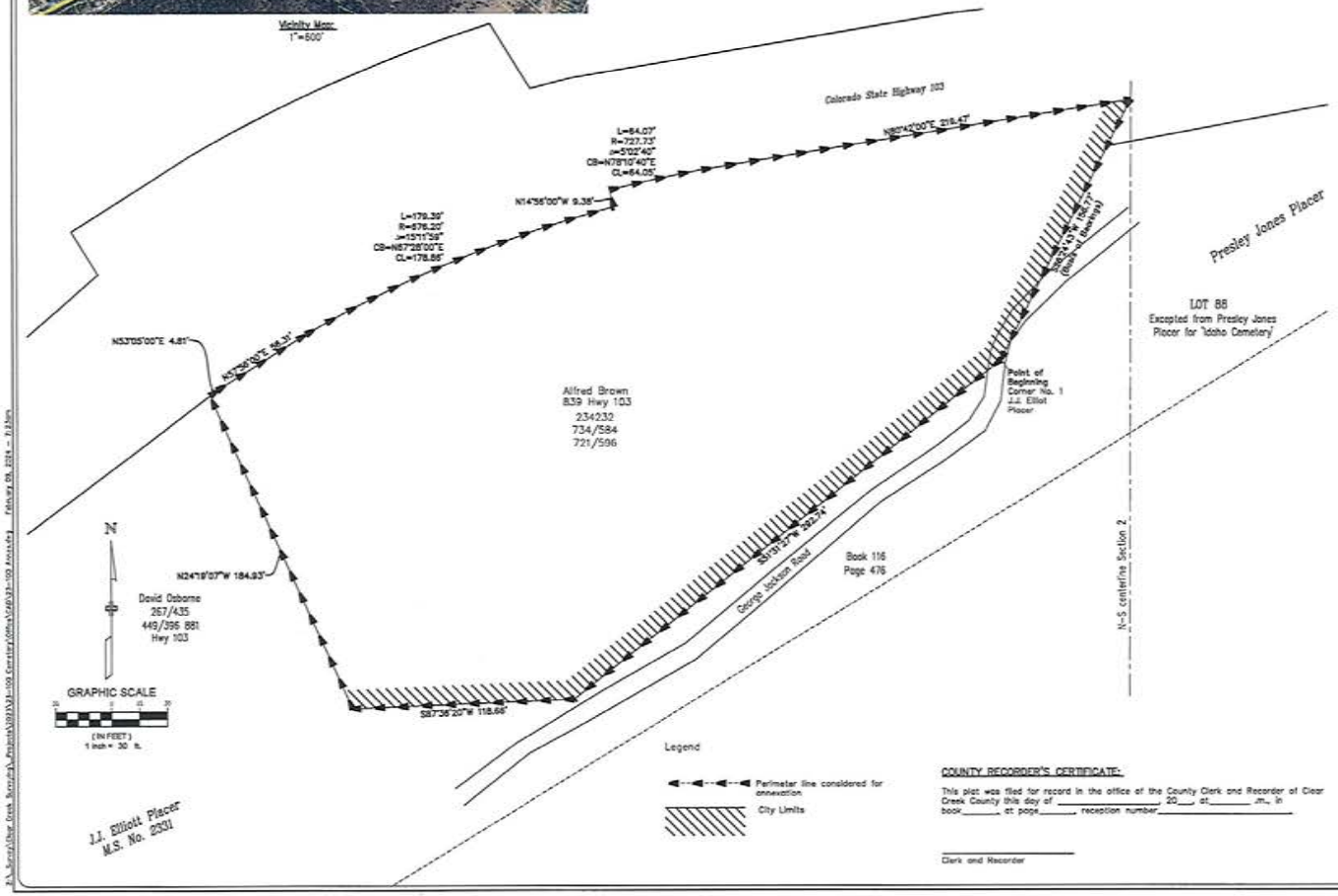
Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

ANNEXATION MAP

TO THE CITY OF IDAHO SPRINGS
A part of the J.J. Elliot Placer, M.S. No. 2331
Located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian
City of Idaho Springs, County of Clear Creek, State of Colorado



Vicinity Map
1"=600'



Legend

Perimeter line considered for annexation

City Limits

DESCRIPTION:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows;

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S31°31'27"W, a distance of 292.74 feet; thence S87°36'20"W, a distance of 118.88 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
2. N37°54'00"E, a distance of 56.31 feet to a non-tangent curve;
3. along said curve to the right a distance of 179.30 feet, having a radius of 676.20 feet and a central angle of 15°11'39", and a chord which bears N67°28'00"E;
4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
6. N80°42'00"E, a distance of 219.47 feet;

thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,887 square feet or 1.99 acres.

Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

CONTIGUITY STATEMENT:

The above described land is contiguous to the City of Idaho Springs and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter considered for annexation = 1,287'
- One-sixth of total perimeter required for annexation = 215'
- Perimeter contiguous with existing city limits = 588', exceeds the 1/6 contiguity required.

OWNER CERTIFICATE:

_____
Owner

Signed this ___ day of _____, 202__,

State of Colorado)
) SS
County of Clear Creek)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__,

Witness hand and official seal

My commission expires _____

_____
Notary Public

APPROVAL CERTIFICATE:

Approved for filing by the City of Idaho Springs this _____ day of _____, 202__,

ATTEST:

_____ _____
Chuck Harmon, Mayor — Diane Breeze, City Clerk

State of Colorado)
) SS
County of Clear Creek)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__,

Witness hand and official seal

My commission expires _____

_____
Notary Public

SURVEYOR'S CERTIFICATION:

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

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38058

_____
Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38058
for and on behalf of Weston Surveying

COUNTY RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the County Clerk and Recorder of Clear Creek County this day of _____, 20___, at _____ .m., in book _____, at page _____, reception number _____

_____
Clerk and Recorder

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

Annexation Map
A part of the J.J. Elliot Placer, M.S. No. 2331

Client: City of Idaho Springs

S2, T4S, R73W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 23-100	1	1

J:\Surveying\Clear Creek Surveying\Projects\2023\23-100 Cemetery\Cemetery\Cemetery.dwg, 2/8/2024 10:40:49 AM, Weston Spears

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: February 10, 2025
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Staff worked with HDR Engineering to finalize and submit the $25 million RAISE (now BUILD) capital grant application to construct the mobility hub, parking structure and downtown improvements. Grant awards will be announced in June.
- Due to recent federal executive orders, the U.S. Department of Transportation has notified the City that the Reconnecting Communities planning grant application debriefs are on pause until further notice. The City was notified last month that this grant for design and engineering of the I-70 pedestrian bridge and improvements to State Highway 103 was not awarded.
- The Mayor attended the annual Mayors' Summit sponsored by the Colorado Municipal League in Denver January 22-23.
- Guy and I attended on January 23 a check-in meeting with Common Knowledge Technology that provides information technology services to the City.
- Guy and I attended on January 24 the Project Leadership Team meeting for the I-70 Floyd Hill Reconstruction Project.
- Guy and I attended on January 24 a check-in meeting with the Colorado Mountain Bike Association (COMBA) regarding trails construction and proposed special events at Virginia Canyon Mountain Park (VCMP).
- The Mayor, Lorraine, Guy and I attended on January 27 a meeting with the City's bond advisor regarding the potential for additional funding under the 2018 street bond authorization.
- Guy and I met on January 28 with the Mighty Argo Cable Car (MACC) team regarding the staging plan for construction of the gondola. We also toured the construction underway at the top of the gondola that includes the foundation for the sewage treatment facility.
- The Mayor, Guy and I attended on January 28 a branding workshop related to business and community promotion.
- Clear Creek Metropolitan Recreation District (CCMRD) General Manager Cameron Marlin and I met on January 28 and February 3 with a contractor and THK Associates regarding proposed changes to lighting at Shelly-Quinn Park.
- The Mayor, Guy, Dylan, Maria, and members of the Historic Preservation Review Commission (HPRC) attended the annual Saving Places Conference sponsored by Colorado Preservation Inc. in Colorado Springs January 29-31.

- Nate and I attended on January 30 a kick-off meeting with the contractor and architects for the next phase of the design for the remodel of the former Citywide Bank building for the Police Department. Construction is scheduled to begin in July.
- Guy and I attended on February 3 a kick-off meeting with the Federal Highway Administration (FHWA) for the design of the mobility hub, parking structure and downtown improvements under the $2.41 million RAISE (now BUILD) planning grant.
- Guy and I met on February 5 with Raftelis Financial Consultants regarding the water billing audit and proposed program and code changes.
- Attended on February 5 the I-70 Coalition board meeting.
- Staff and I met on February 5 with a representative of the National Fitness Campaign about a grant opportunity.
- Guy, Dylan and I attended on February 5 the Planning Commission meeting and work session.

Upcoming Events:

- City offices will be closed on Monday, February 17 in observance of the Presidents' Day holiday.

TO:	City Council
CC:	City Administrator Andrew Marsh
FROM:	Guy Patterson | Assistant City Administrator
DATE:	2/10/2025
SUBJECT:	Staff Update
ATTACHMENTS:	None

REQUEST(S) FOR ACTION

- None

UPDATES

Trail Camera:
The City has purchased another trail camera that will be used to monitor wildlife activity in the VCMP area. While the other cameras have to have their data manually downloaded, this particular camera allows the City to live stream at the touch of a button, capture images and videos on demand, and features anti-theft GPS. We will be able to know real-time about the movements of wildlife as well as enforcement of violators of closure periods.

A reminder that the City purchased a total of five cameras to date for use at VCMP. However, they can also be used by public works, PD, etc to protect and monitor City assets.

Connecting Communities Grant.
As was mentioned to Council prior, the City's application to the Connecting Communities Grant was denied. Since that time, the City has learned there were six times more applications than available grant money. The City has requested to follow up with the granting agency to learn about our application. Considering the number of entities who applied, this process could be slow. Staff will update when new information is available.

Phone Tree
A new phone tree has been instituted at Town Hall. Callers will be given a short menu of options to choose from. They can also press "0" to reach available staff during business hours.

Saving Places Conference
This was my first time attending the Saving Places Conference held in Colorado Springs January 29-31. The tour of the Air Force Academy and the Chapel renovation was stunning. I also attended a few sessions more oriented towards developers, engineering firms, etc in order to learn more about what they look for when engaging with a small municipality. The answer did not surprise me. They said a pre-application meeting, especially for historic work, saves a lot of time and pain on the back end.

Town Tours with Staff
On Tuesday, February 4th I had a town tour with Paul Crain. I've now had tours given to me by Ed, Nathan and Paul as I continue to learn about the City and their respective departments and considerable responsibilities. I appreciate their time and willingness to assist my learning curve!

Tourism Grant Submitted
Working with Sadie Schultz, the City submitted the tourism management grant to Colorado Tourism Office. As stated in the grant application, *"...The proposed project seeks funding to develop a **comprehensive city-wide wayfinding strategy** that seamlessly integrates the **Virginia Canyon Mountain Park (VCMP)** and the **Mighty ARGO Experience** into the broader identity of **Idaho Springs.** This initiative represents a part of larger efforts to create a unified, visitor-focused approach to navigation and promotion, enhancing the visitor experience while fostering local pride and increasing tourism engagement across the region..."*

Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: February 10, 2025
Subject: Staff Report Regular Meeting

- ✓ Building Permit Report
- ✓ Sales Tax Report
- ✓ In the 21 working days of January 2025, the City received and processed 1034 incoming calls.
- ✓ Beginning with the City Council meeting to be held on Monday February 24th, 2025, (assuming everything goes well) there will be a change to how all board and commission members access packets. All of City staff, including all board/council members, will be logging into a portal from now on to access any agendas and all of the packet materials. An invitation has previously been sent to you to get logged into this new meeting management portal, please use that link or go here https://idahospringsco.v8.civicclerk.com/, your email is already registered and you can just select "forgot password" to get your account set up. There is also a public portal associated with this new program where the public can review the packet. This new site is very user friendly and really easy to follow. This change is a part of becoming more compliant with ADA regulations.
- ✓ There has been one nomination received for the Recognition wall and one letter of intent for the 1 available STR (Short Term Rental) license that will be up for lotto on 03/14/2025.

Permits Details

Permit Acceptance Date: 01-01-2025 - 01-31-2025

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submittal Status	Plan Review Status	Submittal Name	Disciplines	Plans Examiner	Submittal #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid
	Permit Type		ADU/Furnace Conversion																		
	Permit Status		In Progress																		
01/30/2025	300 Virginia Street, Idaho Springs	25IDSP-00014	Mac-Vik Plumbing & Heating	One Stop						In Progress								No	$12,806.00	$392.09	$0.00
Count: 1																				Total:	$12,806.00
Count: 1																				Total:	$12,806.00
	Permit Type		Commercial Addition																		
	Permit Status		In Progress																		
01/29/2025	2350 Riverside Drive, Idaho Springs	25IDSP-00013	Buckley LLC	Commercial Alteration			01/30/2025		02/20/2025	In Progress	Not Started	Not Started	Safebuilt Plan Review	Structural	Soon Cho, PE, CASp, ICC Certified	1	2	No	$400,000.00	$4,852.98	$4,852.98
Count: 1																				Total:	$400,000.00
Count: 1																				Total:	$400,000.00
	Permit Type		Commercial Roof - Asphalt																		
	Permit Status		In Progress																		
01/29/2025	225 15th Avenue, Idaho Springs	25IDSP-00012	Design Build & Co, LLC	Commercial One Stop			01/29/2025		02/05/2025	In Progress	Not Started	Not Started	Safebuilt Plan Review	Building	Kyley Flynn	1	3	No	$37,900.00	$733.50	$733.50
Count: 1																				Total:	$37,900.00
Count: 1																				Total:	$37,900.00
	Permit Type		Electrical Service Change																		
	Permit Status		In Progress																		
01/14/2025	2051 Miner Street, Idaho Springs	25IDSP-00002	JCC Electrical Services	One Stop	01/16/2025					In Progress								No	$11,000.00	$272.50	$272.50
01/21/2025	100 Waldorf Place, Idaho Springs	25IDSP-00005	YK Electric LLC	One Stop	01/21/2025					In Progress								No	$4,500.00	$240.00	$240.00
Count: 2																				Total:	$15,500.00
Count: 2																				Total:	$15,500.00
	Permit Type		Furnace Replacement																		
	Permit Status		In Progress																		
01/16/2025	2040 Wall Street, Idaho Springs	25IDSP-00003	Blue Sky Plumbing & Heating	One Stop	01/23/2025					In Progress								No	$8,700.00	$230.50	$230.50
01/21/2025	2815 Riverside Drive, Idaho Springs	25IDSP-00004	Lalonde Heating and Cooling	One Stop	01/21/2025					In Progress								No	$12,000.00	$280.00	$280.00
Count: 2																				Total:	$20,700.00
Count: 2																				Total:	$20,700.00
	Permit Type		Life Safety Inspection																		
	Permit Status		Completed																		
01/09/2025	1800 Colorado Boulevard, Idaho Springs	25IDSP-00001		One Stop	01/09/2025	01/16/2025				Completed								No	$75.00	$75.00	$75.00
Count: 1																				Total:	$75.00
	Permit Status		In Progress																		
01/24/2025	2920 Colorado Boulevard, Idaho Springs	25IDSP-00008		One Stop	01/24/2025					In Progress								No	$75.00	$75.00	$75.00
Count: 1																				Total:	$75.00
Count: 2																				Total:	$150.00
	Permit Type		Replacement Windows																		
	Permit Status		In Progress																		
01/22/2025	417 15th Avenue, Idaho Springs	25IDSP-00006	Lifetime Home Remodeling	One Stop	01/23/2025					In Progress								No	$9,477.00	$242.16	$242.16
Count: 1																				Total:	$9,477.00
Count: 1																				Total:	$9,477.00
	Permit Type		Residential Remodel																		
	Permit Status		In Progress																		
01/23/2025	102 Idaho Street, Idaho Springs	25IDSP-00007	Blue Sky Plumbing & Heating	Residential Alteration	01/23/2025					In Progress								No	$17,500.00	$535.00	$535.00
Count: 1																				Total:	$17,500.00
Count: 1																				Total:	$17,500.00
	Permit Type		Residential Roof - Asphalt																		
	Permit Status		In Progress																		
01/27/2025	300 Virginia Street, Idaho Springs	25IDSP-00010	Troost	Residential One Stop	01/27/2025					In Progress								No	$9,270.72	$239.06	$239.06
01/27/2025	1 Virginia Street, Idaho Springs	25IDSP-00011	1-800 Hansons, LLC	Residential One Stop						In Progress								No	$9,000.00	$235.00	$0.00
Count: 2																				Total:	$18,270.72
Count: 2																				Total:	$18,270.72
	Permit Type		Temporary or Accessory Structure																		
	Permit Status		In Progress																		
01/27/2025	1900 Wall Street, Idaho Springs	25IDSP-00009		Miscellaneous			01/29/2025		02/05/2025	In Progress	Not Started	Not Started	Safebuilt Plan Review	Building, Electrical, Mechanical, Plumbing, Structural		1	3	No	$15,700.00	$717.05	$717.05
Count: 1																				Total:	$15,700.00
Count: 1																				Total:	$15,700.00
	Total Permits: 14																			Valuation Total:	$548,003.72

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	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	$307,835.28	-1.57%	-1.57%	307,835.28	312,734.13
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	$408,265.72	10.83%	5.14%	716,101.00	681,097.38
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		-100.00%	-31.60%	716,101.00	1,046,933.27
April	$187,483.54	$177,395.43	$190,166.90	$207,177.31	$232,375.01	$243,676.11	$272,972.03	$361,032.17	$349,072.52		-100.00%	-48.70%	716,101.00	1,396,005.79
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	$402,360.50		-100.00%	-60.18%	716,101.00	1,798,366.29
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	$310,527.71		-100.00%	-66.04%	716,101.00	2,108,894.00
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	$346,473.76		-100.00%	-70.84%	716,101.00	2,455,367.76
August	$233,208.76	$248,756.18	$274,310.00	$285,678.54	$289,485.68	$364,020.44	$364,822.74	$445,442.74	$471,665.00		-100.00%	-75.53%	716,101.00	2,927,032.76
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	$549,871.19		-100.00%	-79.40%	716,101.00	3,476,903.95
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	$477,026.41		-100.00%	-79.40%	716,101.00	3,476,903.95
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	$432,939.99		-100.00%	-81.68%	716,101.00	3,909,843.94
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	$386,269.67		-100.00%	-83.33%	716,101.00	4,296,113.61
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	$4,773,140.02	$716,101.00				
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%	90.51%	#DIV/0!				

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
https://www.idahospringsco.com/police-department

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: February 06, 2025

Subject: City Council Report for February 10, 2025

Request for Action:

Chief Buseck Attended:

1/28/25: Department Heads
Police Station Design
CCSO Captain Promotional Panel

1/28/25: CCHAT and LE Connection Meeting

1/30/25: Police Station "Kick Off"
Architects, Engineers, W.E. O'Neil

02/05/25: City Legal/Code Issue
Code meeting with residents

Training:
01/30/25: One civilian attended Social Media Principles for First Responders (Zoom)
02/06/25-02/07/25: One officer attended Background Investigations Course (Longmont, CO)

Upcoming Training:
02/24/25-02/26/25 Two officers will attend FTO School (Fort Collins, CO)
03/06/25: Two supervisors will attend "Motivating Workers at Various Levels of Commitment" (Zoom)

Code Enforcement:

- Abandoned Vehicle/Parking Complaints
- Snow Removal
- Junk Yards

Staffing:

- One officer is in phase one of FTO.
- ISPD is fully staffed.

Significant Incidents:

On January 28, 2025, ISPD officers were dispatched to the 6&40 Motel in response to reports of an assault that had just occurred. While speaking with the female victim, the officers learned that a male suspect had assaulted her, taken her property, and left with her dog. The officers established probable cause to arrest the male for second-degree assault, menacing, harassment, theft, obstruction of telephone services, and domestic violence. He was located and arrested at his place of employment within Clear Creek County.

On January 30, 2025, ISPD officers stopped a vehicle for failing to maintain its lane. While identifying the vehicle's occupants, one passenger provided a false name in an attempt to avoid arrest.
See the attached press release.

On January 30, 2025, ISPD was dispatched to the 2300 block of Wall Street in response to reports of an intoxicated male stumbling down the street with his pants down. Upon arrival, the officer learned that the male had entered the home of an elderly resident without her knowledge. While speaking with the resident, the officer noticed the male poke his head out of a room, unbeknownst to the resident. The officer quickly escorted the elderly resident safely out of the home and then ordered the suspect to get on the ground. The male suspect was highly intoxicated and was issued a citation for second-degree criminal trespass. The suspect was then transported to a hospital in the metro area as a precaution.

On February 4th, 2025, an ISPD officer observed a vehicle traveling on Eastbound I-70 near mile marker 242 with an expired registration. While speaking to the driver, the dispatcher informed the officer that both occupants had active warrants. One warrant was for failure to appear from Aurora, while the other was a felony warrant from Denver for kidnapping.

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Female Provides False Name to Avoid Arrest
01/30/25

January 30th at about 2:01 am, an Idaho Springs officer stopped a vehicle for failure to maintain its lane near I-70 westbound at mile marker 238. There were four people in the vehicle, and evidence of narcotics use was in plain view. The officer attempted to identify all of the occupants. A female passenger in the back seat provided a false name and date of birth; she also had suspected methamphetamine in her purse. To her misfortune, the false information she provided to the officer indicated she had misdemeanor warrants for her arrest, which led to her being arrested and transported to detention. However, further questioning at the jail to confirm her identity led to the female admitting who she really was. The female suspect had a felony nationwide warrant out of Jefferson County for intent to distribute fentanyl and two misdemeanor drug warrants from Arvada. The female was confirmed to be 30-year-old Sage McGinley from Westminster, CO. McGinley was charged locally with criminal impersonation, false reporting to authorities, unlawful possession of a controlled substance, and possession of drug paraphernalia along with all of the warrants from the other jurisdictions.



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: February 10th, 2025
Re. STAFF REPORT PUBLIC WORKS

Action Item: 1

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

Parks and streets are geared up for winter maintenance. Trucks are equipped for plow duties.

Our Distribution and Collection team are quite active with Routine Maintenance including flushing of dead end lines to improve water age, Monitoring areas of concern for SSO, and continued work on the water meters.

Construction on Virginia Street is Proceeding. The sewer Main on Virginia Canyon for phase 1 is complete, with all homes in the section transferred to the new sewer main section. The Sewer main installation is being started the week of February 3rd. Flyers are frequently being delivered to Wall St, Virginia canyon and Virginia st residents, to help keep them knowledgeable about where work is being done. FnF's public outreach has about 75% participation with the e-mail blasts that also go out to routinely inform residents. There have been a few complaints when access points are limited and we will continue to do our best to keep residents informed of the latest movements in the construction areas.

Paul Crain
Public Works Superintendent

Public Works is requesting the approval of the Construction administration agreement For JVA engineering. This agreement will retain JVA for the Hwy 103 water main replacement, to manage and administer the construction and contract for the City of Idaho Springs, between the City and HEI, the construction firm installing the water main. Estimated fees are $95,000.00.

Move to approve the Letter of agreement for construction administration support, between the City of Idaho Springs and JVA engineering, for the Hwy 103 water main replacement project in the amount of $95,000.00 From line Item #51-72-7320

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: 2/10/2025
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	0.1	0.43	0.6

- Biosolids report complete
- Reactor 1 started in auto continued tuning required.
- Continued control narrative for Automated Digester upgrade. Decanter assembled.
- Generator transfer switch failure – New part installed $8 – Saving $1538 from quote.

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.8)	<60	<80
Current	<1	off	0	Demand 1.8	44	40

- New PFAS testing required by CDPHE- Sampling in Feb and April should complete data set.
- Air compressor failure – 12k repairs
- Backflow tracking sent to state – 87% devises tested – New notification letters sent
- Montane Tank – In CDPHE approval process, Easement agreements