



City Council Work Session and Regular Meeting Agenda

Monday, March 10, 2025

City Hall - 1711 Miner Street, Idaho Springs, CO 80452

Tel: (303) 567-4421 Fax: (303) 567-4955

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

1. **Work Session Agenda and Packet (5:30 P.M.)**
 - a. New Police Station Update
 - b. Downtown Miner Street Marketplace activation
 - c. Managed Parking Plan Update
2. **Call to Order Regular Meeting (7:00 P.M.)**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Agenda Approval for Regular Meeting**
 - a. Motion to approve the agenda for March 10, 2025
6. **Conflict of Interest**
7. **Approval of Minutes**
 - a. Motion to approve the minutes from February 24, 2025
8. **Approval of Bills**
 - a. Motion to approve bills to March 10th, 2025
9. **Public Comment**
10. **Unscheduled Public Comment**
11. **Marijuana Licensing Authority**
 - a. Public Hearing: Transfer of Ownership Application Involving Controlling Beneficial Owners for the retail marijuana cultivation facility license 403R00256 located at 2820 Colorado Blvd and retail marijuana store 402R00115 located at 2818 Colorado Blvd, Idaho Springs, CO 80452

- Resolution #10, Series 2025, A Resolution Approving Applications For A Change In Controlling Beneficial Ownership Of Igadi, Ltd. As

12. Finance Officer

13. Resolutions

- a. Motion to approve Resolution #11, Series 2025, a Resolution adopting a strategic plan for the City of Idaho Springs including vision, mission, values and goals

14. Ordinance First Reading

- a. Motion to approve Ordinance #8, Series 2025, An Ordinance Amending Subsection 5-11(A) of the Idaho Springs Municipal Code Concerning Variance Board Membership

15. Ordinance Second Reading

- a. Motion to approve 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. **Public Hearing:** Motion to approve 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)

16. City Attorney

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 - Motion to approve a proposal from Randy Wheelock, dba RPW Management in the estimated amount of \$16,000 for project management and supervision related to the relocation of the stage at Shelly-Quinn Park.
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18. Administration Department

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

Sales Tax Report amended to packet 03.10.2025

19. Police Department

- a. Staff report submitted with no requests for action

20. Public Works Department

- a. No staff report submitted

21. Water Facilities Department

- a. Staff report submitted with no requests for action

22. Committee Reports

23. City Clerk/Treasurer

24. Mayor/Council

- a. I-70 Floyd Hill Project February Elected Official's Update
- b. Proclamation - Steve Indrehus of Tommyknocker Brewery and Pub Celebrating its 30th Anniversary

25. Adjourn

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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: Nathan Buseck, Chief
Date: 03/10/25
Subject: Police station cost discussion/guidance

The City finalized the purchase of the former City Wide Bank building on July 11th, 2023, to move the police department operations to the centrally located building. The City applied for a DOLA grant and was awarded a million-dollar grant (match required) on July 19th, 2024, to help defer some of the cost of renovations needed for the building to become a modern police station. At the time of the grant submittal, the design was approximately 20% completed. As part of the DOLA grant, the City agreed to renovate the building, incorporating sustainable energy principles that include photovoltaic panels and other energy efficiencies (which do have a higher cost). The building was a former gas station/auto service and Chinese restaurant located across the street from City Hall. The building has undergone numerous significant renovations over the past sixty years. The last significant renovation appears to have occurred in 2006. That renovation was designed under the 2003 International Building Code (IBC) and the 2002 National Energy Code (NEC). The current City renovation project will be designed to meet the 2018 IBC/NEC codes.

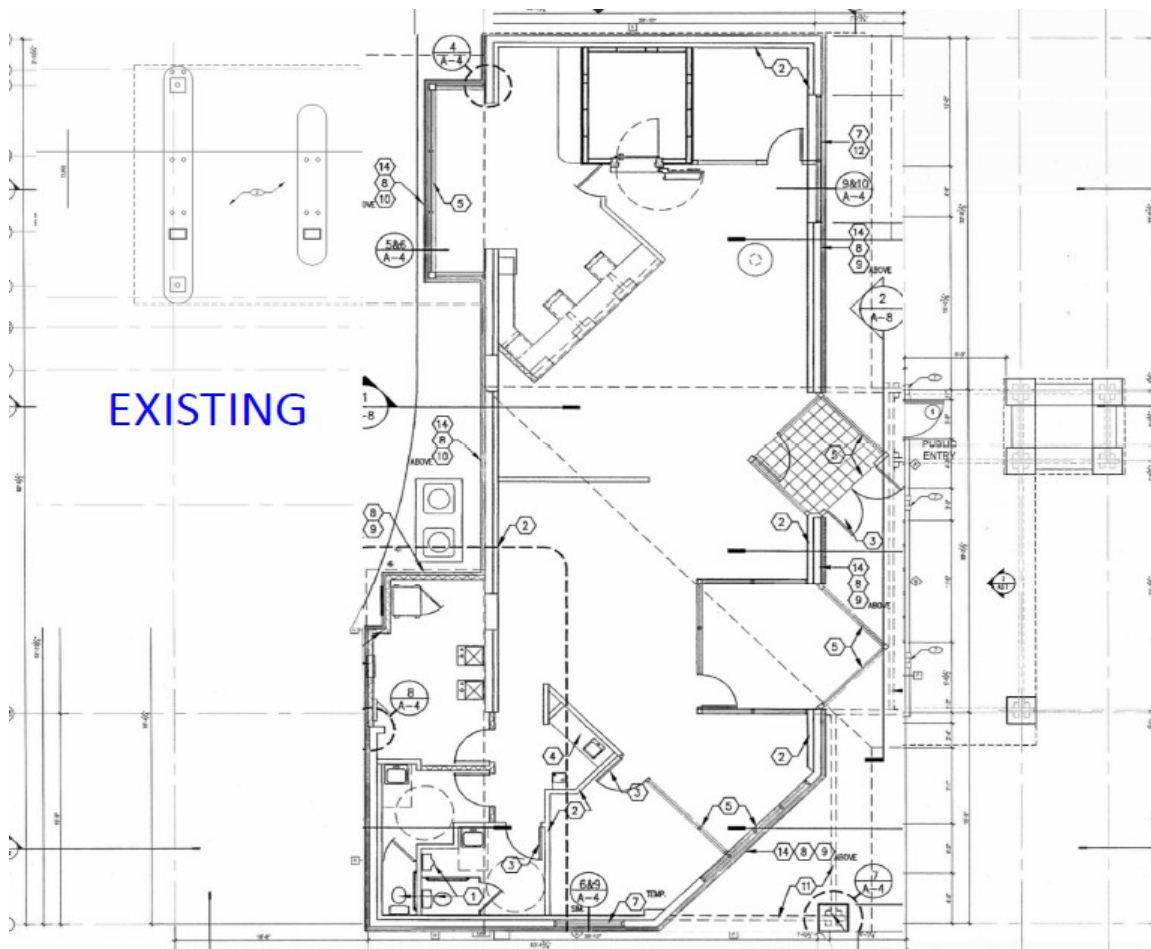
In November of 2024, the City chose a Construction Manager/General Contractor (CMGC) to partner with the architect team, engineers, and the City in working towards a guaranteed maximum price (GMP) for the renovations. The CMGC partner is W.E. O'Neil. This team has investigated the current building walls, paneling, insulation, moisture barriers, weight-bearing systems, asbestos testing, general design, and performed a preliminary cost analysis. For example, the team found some walls in the current building do not have insulation, including a toilet room. The group met with Group 14, the sustainability consultant administering the Green Globes application process for the site, water, energy, and material resource efficiencies, to obtain the One Globe level and fulfill the expectations of the DOLA grant. The City chose to bring on the CMGC early on so that pricing options and value engineering discussions can occur while design is underway and working toward 100% design/construction documents. The intent is for all to work collaboratively to ensure the renovation will meet the needs of the police department for the next 20-30 years and to strive to fall within the original construction budget of \$2.5 million.

The initial cost estimate for building and site construction as currently designed is \$3.5 million, significantly over the proposed budget of \$2.5 million. To work towards the initial budget, the team took an aggressive approach to remove many alternate items including an emergency backup generator system, reducing carpet tile to vinyl flooring in high-traffic areas, downsizing asphalt work, removing snow-melt system on the north side, removing electronic public informational sign (wiring for the future), lower electronic door access to exterior doors only

(standard keys for interior doors), lower cost parking lot gates on west side lot, change temporary holding cell from cement masonry with toilet/sink to a metal wire walled structure with no toilet/sink, and uncovered a fire line redesign to lower costs. These changes helped reduce the estimated budget; however, other significant design options must be explored to work toward the original \$2.5 million construction budget. The team is asking for direction from the City Council to review and discuss three design options with estimated cost ranges for each.

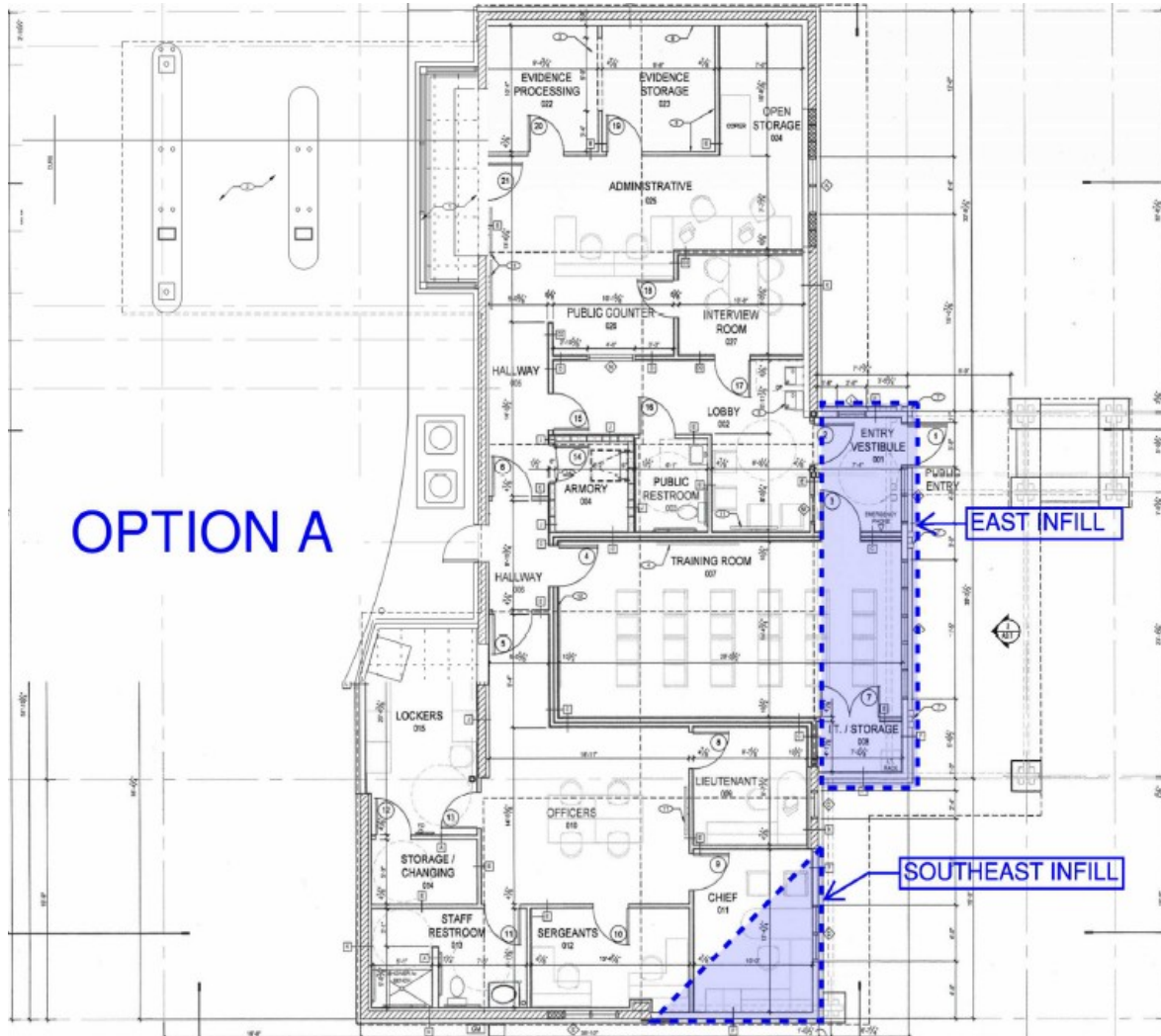
All options (Options A, B, and C) include two small expansions on the east side of the building below the existing roof structure overhang. Therefore, the east side expansions to the building provide more square footage to work with at a reduced cost and allow all design options to include the most significant building requirement, a training room. Full-page handouts of the options will be provided at the meeting.

EXISTING BUILDING -



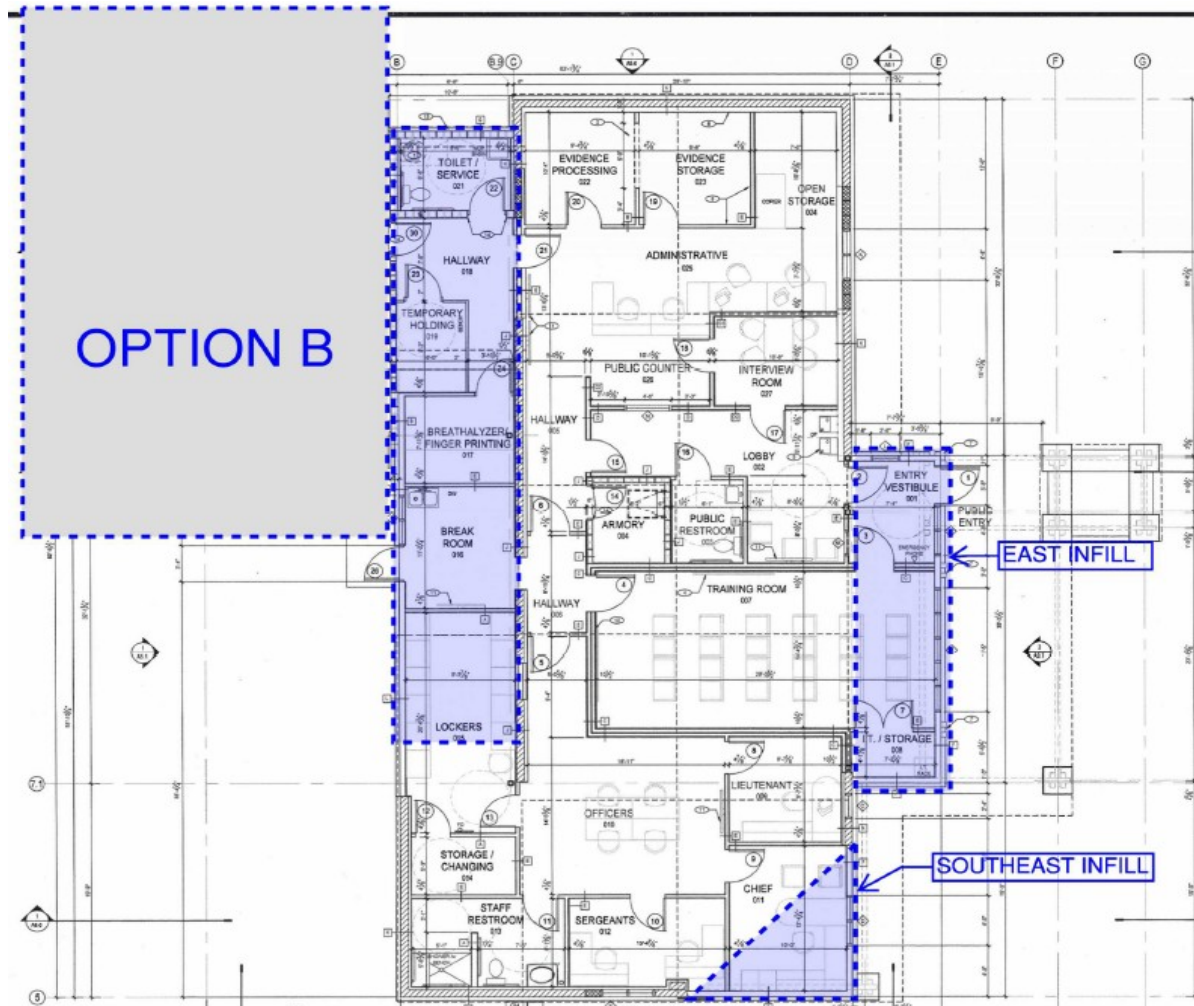
OPTION A – REDUCED PROGRAM / NO SALLYPORT

Option A proposes bringing the budget to approximately \$2.7 million. This option removes any expansion on the west side of the building, eliminates pavement work in the west parking lot, and leaves the current drive-through structure 'as is'. Option A removes the following: vehicle sally port, temporary holding room, fingerprint/breathalyzer room, break room, and north staff bathroom. This option does not address drainage issues on the northwest side of the parking lot. This is the least intrusive and highest cost-saving option.



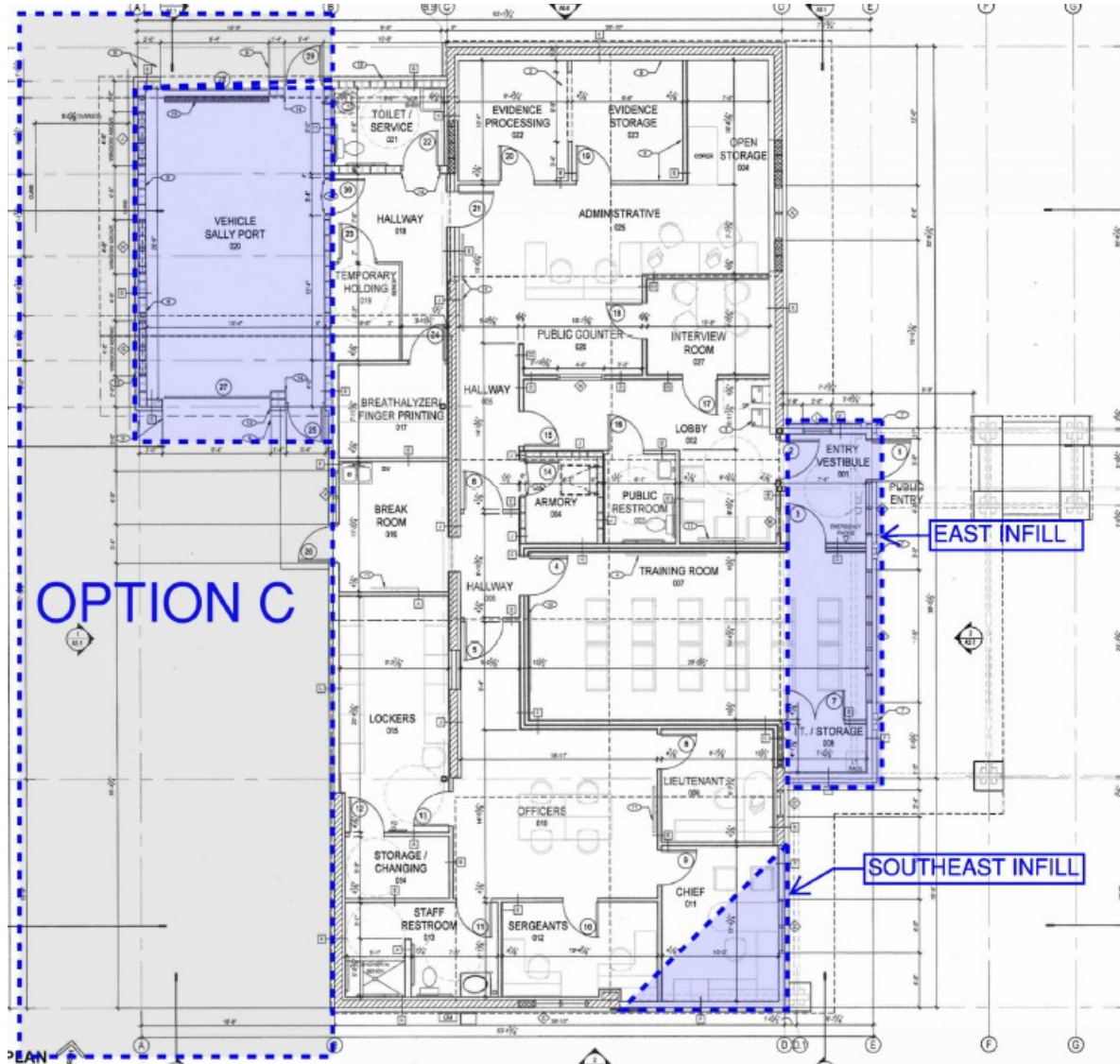
OPTION B – BASIC PROGRAM / NO SALLYPORT

Option B is estimated to cost between \$2.8 and \$2.9 million. This option is a compromise between Option A and Option C. Option B includes the addition to the west side of the building, thereby adding some pavement work in the northwest parking lot (grey area) and addressing some of the current drainage issues. However, Option B will demolish the vehicle sallyport to accommodate the construction of the west addition. This requires adding a steel supporting structure to mount the required photovoltaic (“solar panel”) system. Option B would add the temporary holding room, fingerprint/breathalyzer room, break room, and north staff bathroom.



OPTION C – FULL PROGRAM / SALLYPORT

Option C is estimated to cost \$2.9 to \$3.1 million. This option represents the design presented to DOLA, with significant value engineering options. This option would include the vehicle sallyport, the entire west parking pavement work (grey area), the temporary holding room, the fingerprint/breathalyzer room, the break room, and the north staff bathroom.



Under Option C, the City would receive the entirety of the design square footage, maximizing the space for current and future needs while avoiding the increased costs if all or some of these additions are completed later. Some of the significant cost reduction items included in this option would be the elimination of a backup generator, a snow-melt system on the north side, revisions to the HVAC system to eliminate the hydronic systems and associated equipment, relocation of the fire sprinkler riser system to the south end of the building, and the elimination of an electronic public information sign.

While savings of approximately \$400,000 can be realized by choosing Option A and removing Options B and C from the project scope, it should be noted that Options B and C (westside additions) have minimal architectural finishes. The westside additions do not significantly impact mechanical system infrastructure; therefore, all options' cost comparisons remain relatively similar.

Significant differences exist between renovating standard office space and constructing a safe, modern police station. The following is a representative list of a few items that are included in the current design for both safety and current best practices:

- a ballistic-rated door that faces the lobby, which accesses the secure area of the building
- ballistic material at the counter and within the public counter wall to protect administrative staff
- thicker interior walls to enhance privacy in the offices
- technology upgrades, including electronic exterior door access points (which add electrical wiring to each of those doors)
- security cameras (exterior, lobby, evidence area, temporary holding room, fingerprint/breathalyzer room, interview room)
- and evidence pass-through lockers

This project has implemented sustainable Green Globes design intending to attain “One Globe” status, which is directly tied to the grant the City received from DOLA. Combining all these factors represents a law enforcement facility embracing best practices and implementing sustainable energy design, which adds to the overall cost. The current political environment regarding potential 25% tariff increases has also created price instability and uncertainty within the construction industry and impacted cost estimating for this project. W.E. O’Neil has included an escalation contingency in the current budget options, but when and how much materials may (or may not) increase is difficult to predict.

The City of Idaho Springs is experiencing unprecedented changes. The construction of a 150-unit apartment building and the potential development of 48 homes in the Pine Slope area could add approximately 400 more Idaho Springs residents (an average estimate of two persons per property), potentially increasing our population by 20%. The construction of the Argo Gondola, continued expansion of trails to the Virginia Canyon Mountain Park, and I-70 express lane additions will likely increase the number of visitors to our community.

The police department has embraced, prepared for, and is ready to adapt to our community's ongoing needs for public safety. The goal of the design and construction of the new police station is to meet the expectations and operational needs of current and future residents, visitors, and law enforcement officers. The City Council must weigh the current budgetary position of the City along with the current and future operation of the City’s police department.

Miner Street Market Activation Plan 2025

Overview

The Business and Community Promotions Board (BCPB) is looking forward to the 2025 season of the Miner Street Market and is committed to improving the design, organization, and activation standards for participating businesses.

Key Improvements for 2025:

- All businesses wishing to activate outdoor spaces must submit a design plan for patio spaces to City staff for approval.
- **Permit & Activation Process:** I will be emailing the activation paperwork to all businesses along Miner. All forms must be submitted to City staff before May 1st.
- The BCPB recommends that the City continue waving the \$150 encroachment fee for businesses activating outdoor spaces until construction impacts are resolved.

Street Closure & Timeline

- Closure to traffic: Week of April 28th (weather dependent)
- Street cleaning: April 29th-30th
- Outdoor area setup: May 1st-8th
- 1st full weekend on Miner: May 9th
- Miner Street reopens to one-way traffic: November 3rd

2025 CODA Events on Miner Street

Event	Date	Budget
Fur-ling Fest (Full CODA Open Container Event)	June 7, 2025	\$7,500
4th of July Celebrations (Full CODA Open Container Event)	July 4, 2025	\$50,000
1400 Miner Block Party (Small Games & Music)	July 16, 2025	\$1,333.33
1500 Miner Block Party (Small Games & Music)	August 13, 2025	\$1,333.33
1600 Miner Block Party (Small Games & Music)	September 6, 2025	\$1,333.33
Fall Harvest Festival (Full CODA Open Container Event)	September 27, 2025	\$7,500

Only Fur-ling Fest, 4th of July, and the Fall Harvest Festival (Taste of Idaho Springs) will be full CODA open container events (blocks 17th -14th) while all other events will have CODA limited to the activated block.

Each Block Party event will feature **small games, music, and increased rentals/activities** such as blowup bull riding and other carnival-style games.

Additional Events & Activations

- Non-competitive vendor markets on Miner once per month (TBD)
- Clear Creek Clean-Up & County-Wide Day of Service (May 17th)
 - Sponsored dumpsters at the former Citywide Bank Lot
 - Rotary providing volunteers for staffing
 - River Clean-Up & Raft Kickoff (May 19th) CODA on 1400 Block
 - Raft companies involved & post-event Tommyknockers-sponsored block party
- Graduation Parade: Date TBD
- Flower deliveries: Last Wednesday or Thursday of May

- Fur-ling Fest (June 7th): Open container event through all of Miner
 - Fundraiser for Charlie's Place
 - Sponsored by Tommyknockers
 - Vendors & kids' activities
- Music on Miner: Each block organizes & hosts weekly live music starting June 4th
 - Schedule is TBD
- 4th of July (First full CODA open container event from 17th-14th)
 - No beer or food tents in the park
 - We will need to rent porta potties for this event- and have a more robust event plan to be submitted by May 1st
 - Additional parking & shuttle from Rec Center
 - Music & entertainment lineup in progress
- 9/11 Heroes Parade on Miner
- Spooky Season on the Market (Oct 1st):
 - Fall Decoration Contest: City-wide contest with an Idaho Springs Prize Pack
 - Contest hosted via Instagram & nomination forms available at local businesses
 - Pumpkin placement at Water Wheel (Oct 1st) by Public Works
- Halloween Parade & Trunk or Treat: October 31st
 - Magic show and Carlson Parade and Trunk or Treat

End-of-Season Breakdown

- Miner Street Breakdown: November 3rd-5th
- Miner Street Open to Traffic: November 7th

Next Steps & Considerations

- Permit approval process clarification with City staff for encroachment agreements
- Further discussion on design standards for activated spaces
- Coordination with businesses for seamless event planning & street activations

The BCPB looks forward to another successful year of Miner Street Market and continuing efforts to enhance community engagement, business activation, and downtown vibrancy.

Idaho Springs Parking Program - 2025 Fact Sheet & Recommendations to City Council from the BCPB

Overview

The Idaho Springs parking program is designed to efficiently manage downtown parking, generate revenue for infrastructure improvements, and maintain accessibility for both visitors and residents. All revenue collected from parking remains in a designated fund and can only be used for parking solutions or downtown improvements. The City of Idaho Springs has implemented a comprehensive parking management system with Interstate Parking to enhance accessibility and convenience for residents, employees, and visitors.

Paid Parking Details

- **Hours of Operation:** Paid parking is enforced daily from 10 a.m. to 6 p.m. in the Historic Downtown district.
- **Rates:**
 - First 2 hours: \$5
 - 3rd hour: \$2.50
 - 4th hour: \$2.50
 - Each additional hour: \$5
 - Daily maximum: \$30
- **Payment Methods:** Patrons can pay via kiosks using credit/debit cards or through the Park Idaho Springs Mobile App.

Permit Information

- **Residential Permits:** Available at no cost to Idaho Springs residents with proof of residency. Registered vehicles can park free in paid parking zones, excluding Miner Street and certain cross avenues.
- **Employee Permits:** Free permits for local employees, granting access to designated parking areas. Employers can manage permits through an online portal.
- **Visitor Permits:** Temporary permits for guests of residents, valid in 'Residential Permit' zones. Requests can be made via email.
- **County Resident Permits:** Clear Creek County residents can register to park free in paid lots for up to three hours.

Additional Information

- **Free Parking Options:** Limited loading zones on each avenue, 15-minute, and 3-hour free parking zones are available within walking distance to downtown.
- **ADA Parking:** Designated ADA spots are free of charge.
- **Violation Policy:** Parking violations incur a \$50 fine, doubling to \$100 if unpaid after 14 days. Appeals can be filed online.

Revenue Breakdown

- **Total Parking Revenue (2024, After Credit Card Fees):** \$567,781.02
- **Projected Parking Revenue for 2025:** \$580,000
- **Parking Fines Collected in 2024 (City's Portion - 35% of Net Violations):** \$110,000
 - Violation is currently \$50
 - Revenue Split on Violations: 65% to Interstate Parking, 35% to the City
- **Average Paid Parking Stay:** \$5.28

Contract & Management

- Idaho Springs currently contracts Interstate Parking for parking management.
- The contract is set to expire in April 2025.
- RFP is going out with the goal to have a new contract by May 1st.

Use of Funds

- All parking revenue is restricted to parking-related solutions and downtown improvements.
- The City has the financial capacity to secure a bond for a parking structure; however, maintaining current revenue levels is essential to sustaining this ability. When implementing the managed parking program, the City prioritized input from downtown businesses, many of whom opposed a special assessment (SID) on their properties, as the alternative funding source to pay for a parking garage. As a result, the program was structured to generate necessary funding while minimizing direct financial burdens on business owners.

BCPB Recommendations to City Council

Based on feedback from the community and business owners, the BCPB recommends the following updates to the parking program:

1. **Seasonal Parking Rates:** Implement an on-season and off-season rate to reflect demand.
 - Reduce hourly parking to **\$2 per hour** (instead of \$3) from **January through April**.
 - Or a Weekday rate structure and higher weekend rate structure
2. **Review of Parking Fines:** Reduce the fine to \$35-\$40 to address concerns about high penalties.
3. **Citation Reduction:** Reduce the overall number of citations issued to improve visitor experience, consider lowering enforcement on holidays and off-season.
4. **Hourly Parking Rate:** Allow patrons to pay per hour rather than a mandatory 2-hour minimum.
 - Proposed rate: \$3/hour
 - Offer a discount for 2 hours at \$5
 - 3rd hour at \$2.50, then \$5 per hour thereafter, with a \$30 daily max.
5. **Ticket Resolution for Business Owners:** Establish a process for businesses to void tickets for upset customers or submit complaints to the Director of the BCPB.
6. **30-Minute Free Parking:** Implement a short-term free parking option for quick stops.
7. **Business Validation Program:** Develop a parking validation system for businesses to offer discounted parking to customers.
8. **Consistent Paid Parking:** Expand paid parking to the east end of town for consistency.
9. **Positive Engagement Initiatives:** Consider a **No Pay November** or allocate a portion of revenue to a local charity.
10. **Resident Parking Review:** Ensure that residential parking zones are necessary and appropriately placed.
11. **City-Managed Parking:** Explore whether the City of Idaho Springs can take over parking management instead of contracting an external vendor.

Community Feedback from the Parking Survey

- **Concerns About Ticketing & Enforcement:** Business owners report frequent complaints from visitors regarding high parking fines, with frustration over unclear signage.
- **Signage & Accessibility Issues:** Some respondents noted that parking signage is too high or difficult to read, particularly outside the main downtown area (e.g., near the rec center).
 - Recommendation: Install electronic signs at both I-70 business exits to display parking fees and event updates.
- **Support for Parking Validation & Discounts on Low-Traffic Days:** Business owners suggest reduced parking rates on slow days to increase foot traffic.
- **Resident Exemptions & Program Management:** Many residents support maintaining free parking for locals and recommend keeping management in-house to retain more revenue within the community.
- **Mixed Opinions on Paid Parking Overall:** Some residents appreciate increased parking availability due to enforcement, while others state they avoid downtown due to fees.

Next Steps

The BCPB recommends that City Council review these proposed changes and consider an implementation plan that balances business interests, community concerns, and the City's financial sustainability.



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Located At 2818 And 2820 Colorado Boulevard, Respectively

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**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
February 24, 2025**

The City Council of the City of Idaho Springs held a regular meeting on February 24, 2025, in the city council chambers. Mayor Harmon called the meeting to order at 7:08 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, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell, Assistant City Administrator Guy Patterson and Water Facilities Superintendent Edward Sigward. Attorney

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Harmon moved to amend the agenda to table Ordinance #7, Series 2025 to the March 24th, 2025 City Council Regular meeting and to add the Clear Creek County Rural Grant Support Letter to the Mayor and Council section of the agenda. Councilmember Collier seconded the amended agenda, second followed by an all in favor voice vote.

CONFLICT OF INTEREST

Councilmember Pennell stated that he has a conflict with the bill for the Car Wash. Councilmember Pennell will abstain from the voting of the bills.

APPROVAL OF MINUTES

Councilmember Collier moved to approve the minutes of February 10th, 2025. Councilmember Mariani seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS

Councilmember Mariani moved to approve the bills to February 24th, 2025. Councilmember Manifold seconded. Second followed by an all in favor roll call vote, with Councilmember Pennell abstaining from the vote.

PUBLIC COMMENT

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER

The January 2025 financial statements were in the packet for council review. The finance officer did not attend this meeting.

RESOLUTIONS

Mayor Pro Tem Jeremy Jones moved to approve Resolution #9, Series 2025 A Resolution Approving a Memorandum Of Understanding Between the City and Public Service Company of Colorado Concerning Utility Undergrounding within the Mobility Project Boundaries. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Collier moved to approve Ordinance #6, 2025 An Ordinance approving a Multi-Year Occupancy Agreement for that City Owned Property Known as 839 Colorado Highway 103. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

Mayor Harmon reminded council that they amended the agenda to Table Ordinance #7, Series 2025 An Ordinance Granting a Franchise to Public Service Company of Colorado for the Non-Exclusive Right to Provide, Sell and Deliver gas and Electricity to the City and its residents through the Non-Exclusive Reasonable Use of City Streets, Public Utility Easements and other City Property to the City Council Regular Meeting to be held on Monday March 24th, 2025. .

ORDINANCE SECOND READING

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with no requests for action

ADMINISTRATIVE DEPARTMENT

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

Community Development Planner- No staff report submitted.

Deputy City Clerk – No Staff report submitted. Mayor Harmon advised Ms. Martell that he awaits with anticipation the next sales tax report as he was advised that the traffic on I-70 has been down by 12% and that could have an impact to all of the communities along this corridor and in Clear Creek County.

POLICE DEPARTMENT

Staff report submitted with no requests for action. Councilmember Collier thanked the Police Department for driving on I-70 as its very dangerous and thanked them for taking care of the city.

PUBLIC WORKS

Staff report submitted with no requests for action.

WATER FACILITIES DEPARTMENT

Staff report submitted with two requests for action.

1. Mayor Pro Tem Jeremy Jones moved to approve \$20,000 of additional cost estimate from JVA Consulting Engineers to complete engineering plans for Montane Tank from line item #51-72-7320. Councilmember Manifold seconded, second followed by an all in favor roll call vote.
2. Councilmember Manifold moved to approve \$45,960 for the replacement of Aqua Nereda control computer from line item #52-72-7310. Councilmember Marini seconded, second followed by an all in favor roll call vote.

Mayor Harmon asked Mr. Sigward if he was going to be attending an award banquet in March, and Mr. Sigward stated he was going to that banquet and he was preparing a speech. Mr. Sigward also stated that he would not be able to be so successful without the work of his team, and his success really is because of his entire team, that he could not do it without them.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Mayor Harmon made the motion to appoint Judy Murphy to the alternate Planning Commission seat, to appoint John Hatch to an additional term to Variance Board and tabled the re-appointment of Doug Smith to the variance board as his residency needs to be confirmed or the current code needs to be amended to not require residency for Variance Board. Councilmember Collier seconded the appointment to the Alternate Planning Commission Seat to Judy Murphy and the appointment of John Hatch to an additional term on Variance Board. Seconds were followed by all in favor voice votes.

Mayor Harmon addressed council and advised them that he just met with Governor Neguse, and he is hopeful for all of the promised grants. Councilmember Pennell asked how often we are in contact with Neguse. Mayor Harmon advised the council that he has scheduled quarterly check ins with Governor Neguse. Councilmember Pennell stated that Idaho Springs takes care of a lot of the I-70 Corridor and that we should be getting extra help. Councilmember Manifold asked Chief Buseck how much time our Police Department spends on I-70, and when is the last time anyone saw a state patrol vehicle, and that there are real issues along the major corridors.

Councilmember Manifold stated that she has had a few business owners ask for a meeting, that the Mayor do a State of the City, to address what we have done, how many grants we have obtained and information like that as the business owners don't really seem to understand. Mayor Harmon stated that Sadie is a great resource for the business owners and that Sadie will be attending the March 10th City Council meeting. Mayor Harmon also mentioned that he holds a meeting, once a month at the senior center and not one has ever attended the meetings. There has been only one attendee that consistently shows up, and it's a very sweet 92 year old woman who is very sharp and asks great questions. Mayor Harmon reiterated that he would be willing to have a State of the City meeting, but he does not expect it to be well attended given the past history with attempted meetings.

ADJOURN

Mayor Harmon adjourned the meeting at 7:44 pm.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
February 24, 2025**

The City Council of the City of Idaho Springs held a regular meeting on February 24, 2025, in the city council chambers. Mayor Harmon called the meeting to order at 7:08 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, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell, Assistant City Administrator Guy Patterson and Water Facilities Superintendent Edward Sigward. Attorney

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Harmon moved to amend the agenda to table Ordinance #7, Series 2025 to the March 24th, 2025 City Council Regular meeting and to add the Clear Creek County Rural Grant Support Letter to the Mayor and Council section of the agenda. Councilmember Collier seconded the amended agenda, second followed by an all in favor voice vote.

CONFLICT OF INTEREST

Councilmember Pennell stated that he has a conflict with the bill for the Car Wash. Councilmember Pennell will abstain from the voting of the bills.

APPROVAL OF MINUTES

Councilmember Collier moved to approve the minutes of February 10th, 2025. Councilmember Mariani seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS

Councilmember Mariani moved to approve the bills to February 24th, 2025. Councilmember Manifold seconded. Second followed by an all in favor roll call vote, with Councilmember Pennell abstaining from the vote.

PUBLIC COMMENT

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER

The January 2025 financial statements were in the packet for council review. The finance officer did not attend this meeting.

RESOLUTIONS

Mayor Pro Tem Jeremy Jones moved to approve Resolution #9, Series 2025 A Resolution Approving a Memorandum Of Understanding Between the City and Public Service Company of Colorado Concerning Utility Undergrounding within the Mobility Project Boundaries. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Collier moved to approve Ordinance #6, 2025 An Ordinance approving a Multi-Year Occupancy Agreement for that City Owned Property Known as 839 Colorado Highway 103. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

Mayor Harmon reminded council that they amended the agenda to Table Ordinance #7, Series 2025 An Ordinance Granting a Franchise to Public Service Company of Colorado for the Non-Exclusive Right to Provide, Sell and Deliver gas and Electricity to the City and its residents through the Non-Exclusive Reasonable Use of City Streets, Public Utility Easements and other City Property to the City Council Regular Meeting to be held on Monday March 24th, 2025. .

ORDINANCE SECOND READING

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with no requests for action

ADMINISTRATIVE DEPARTMENT

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

Community Development Planner- No staff report submitted.

Deputy City Clerk – No Staff report submitted. Mayor Harmon advised Ms. Martell that he awaits with anticipation the next sales tax report as he was advised that the traffic on I-70 has been down by 12% and that could have an impact to all of the communities along this corridor and in Clear Creek County.

POLICE DEPARTMENT

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COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

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ADJOURN

Mayor Harmon adjourned the meeting at 7:44 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AlSCO - Denver Linen (13)								
3073351								
3073351	Invoice	Carpets	02/25/2025	03/05/2025	86.23	Open	02/25	10-30-5108
Total 3073351:					86.23			
Total AlSCO - Denver Linen (13):					86.23			
AmeriGas (1478)								
3174392110								
3174392110	Invoice	Propane PW	02/19/2025	03/21/2025	1,114.40	Open	02/25	10-10-6001
3174392110	Invoice	Propane WWTP	02/19/2025	03/21/2025	371.46	Open	02/25	52-00-6001
Total 3174392110:					1,485.86			
Total AmeriGas (1478):					1,485.86			
AT&T Mobility (283)								
287246995984X02212025								
287246995984X02212025	Invoice	Cell Phone/WasteWater	02/21/2025	03/08/2025	107.86	Open	02/25	52-00-5335
287246995984X02212025	Invoice	Cell Phones/Water	02/21/2025	03/08/2025	107.86	Open	02/25	51-00-5335
Total 287246995984X02212025:					215.72			
Total AT&T Mobility (283):					215.72			
AV-TECH Electronics (1941)								
0097582								
0097582	Invoice	Equip 2025 Ford	02/19/2025	03/19/2025	8,630.75	Open	02/25	21-00-6026
Total 0097582:					8,630.75			
0097583								
0097583	Invoice	Equip 2025 Ford	02/19/2025	03/19/2025	8,630.75	Open	02/25	21-00-6026
Total 0097583:					8,630.75			
Total AV-TECH Electronics (1941):					17,261.50			
Axon Enterprise (1731)								
321317								
321317	Invoice	Evidence.com License	02/01/2025	03/31/2025	9,954.00	Open	02/25	10-30-7011
Total 321317:					9,954.00			
Total Axon Enterprise (1731):					9,954.00			
Browns Hill Engineering & Cont (1416)								
1547								
1547	Invoice	WTP SCADA Leasing Agreement	03/01/2025	04/01/2025	8,238.00	Open	04/25	51-00-5000
Total 1547:					8,238.00			
1548								
1548	Invoice	WWTP SCADA Leasing Agreeeme	03/01/2025	04/01/2025	1,620.00	Open	04/25	52-00-5000
Total 1548:					1,620.00			
29919								
29919	Invoice	Starlink Service	03/01/2025	03/30/2025	287.00	Open	03/25	51-00-5335
Total 29919:					287.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Browns Hill Engineering & Cont (1416):					10,145.00			
Caselle Inc. (287)								
138656								
138656	Invoice	Contract Support - admin	02/01/2025	02/26/2025	385.75	Open	03/25	10-20-5108
138656	Invoice	Contract Support - pd	02/01/2025	02/26/2025	385.75	Open	03/25	10-30-5108
138656	Invoice	Contract Support - streets	02/01/2025	02/26/2025	385.75	Open	03/25	10-10-5108
138656	Invoice	Contract Support - waste water	02/01/2025	02/26/2025	192.87	Open	03/25	52-00-5108
138656	Invoice	Contract Support - water	02/01/2025	02/26/2025	192.88	Open	03/25	51-00-5108
Total 138656:					1,543.00			
Total Caselle Inc. (287):					1,543.00			
CCMRD (43)								
1027								
1027	Invoice	Rec Center Passes - Admin	03/03/2025	03/18/2025	130.00	Open	03/25	10-20-5215
1027	Invoice	Rec Center Passes - PD	03/03/2025	03/18/2025	80.00	Open	03/25	10-30-5215
1027	Invoice	Rec Center Passes - Water	03/03/2025	03/18/2025	35.00	Open	03/25	51-00-5215
Total 1027:					245.00			
Total CCMRD (43):					245.00			
CenturyLink (569)								
333637776-2222025								
333637776-2222025	Invoice	WWTP Phone Line	02/22/2025	03/14/2025	132.79	Open	02/25	52-00-5303
Total 333637776-2222025:					132.79			
333710092-2252025								
333710092-2252025	Invoice	Water Phone Line	02/25/2025	03/17/2025	216.91	Open	02/25	51-00-5303
Total 333710092-2252025:					216.91			
333469199-2282025								
333469199-2282025	Invoice	PW Internet	02/28/2025	03/19/2025	102.94	Open	03/25	10-10-5303
Total 333469199-2282025:					102.94			
Total CenturyLink (569):					452.64			
Chicago Creek Sanitation (434)								
2025-03								
2025-03	Invoice	Maintenance Fee	02/24/2025	03/24/2025	197.00	Open	03/25	52-00-5206
Total 2025-03:					197.00			
Total Chicago Creek Sanitation (434):					197.00			
Chuck Harmon (1876)								
2025								
2025	Invoice	Graham Placer #840 Lease Purch	03/09/2025	04/09/2025	11,212.50	Open	03/25	59-70-7901
Total 2025:					11,212.50			
Total Chuck Harmon (1876):					11,212.50			
City of Idaho Springs (289)								
3.1.2025								
3.1.2025	Invoice	Payroll Transfer	03/01/2025	03/30/2025	300,000.00	Open	02/25	10-00-1580

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3.1.2025:					300,000.00			
Total City of Idaho Springs (289):					300,000.00			
Clear Creek Supply (291)								
6780								
6780	Invoice	Tape	02/10/2025	03/10/2025	13.97	Open	02/25	51-00-6010
Total 6780:					13.97			
3874								
3874	Invoice	Parts for hydraulic pump	02/20/2025	03/20/2025	15.65	Open	02/25	52-00-5204
Total 3874:					15.65			
7112								
7112	Invoice	garden hoe	02/20/2025	03/20/2025	13.99	Open	02/25	10-10-6020
Total 7112:					13.99			
3898								
3898	Invoice	keys	02/24/2025	03/24/2025	10.47	Open	02/25	10-30-6015
Total 3898:					10.47			
7280								
7280	Invoice	Gas Can	02/25/2025	03/25/2025	27.99	Open	02/25	52-00-5204
Total 7280:					27.99			
7349								
7349	Invoice	Screws	02/26/2025	03/26/2025	13.59	Open	02/25	10-10-6007
Total 7349:					13.59			
7377								
7377	Invoice	O-Rings	02/27/2025	03/27/2025	10.32	Open	02/25	10-60-6010
Total 7377:					10.32			
7472								
7472	Invoice	Ox gard	03/01/2025	04/01/2025	5.99	Open	02/25	51-00-5204
Total 7472:					5.99			
Total Clear Creek Supply (291):					111.97			
Colorado Analytical Lab (945)								
250218034								
250218034	Invoice	total coliform P/A compl	02/19/2025	03/19/2025	103.50	Open	02/25	51-00-5201
Total 250218034:					103.50			
250204119								
250204119	Invoice	Water - Drinking	02/20/2025	03/20/2025	311.40	Open	02/25	51-00-5201
Total 250204119:					311.40			
250218038								
250218038	Invoice	Water - Drinking	03/03/2025	04/03/2025	492.20	Open	02/25	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 250218038:					492.20			
Total Colorado Analytical Lab (945):					907.10			
Colorado Community Media (1981)								
130391								
130391	Invoice	Legal Publication	02/21/2025	03/23/2025	410.64	Open	02/25	10-20-5312
Total 130391:					410.64			
130806								
130806	Invoice	Legal Publication	02/28/2025	03/30/2025	44.64	Open	02/25	10-20-5312
Total 130806:					44.64			
Total Colorado Community Media (1981):					455.28			
Colorado Water Conservation Bd (87)								
C150016-2025								
C150016-2025	Invoice	C150016 - Interest	02/10/2025	04/01/2025	24,461.00	Open	03/25	51-79-8141
C150016-2025	Invoice	C150016 - Principal	02/10/2025	04/01/2025	52,112.25	Open	03/25	51-79-8140
Total C150016-2025:					76,573.25			
Total Colorado Water Conservation Bd (87):					76,573.25			
Comcast (1486)								
0194987-252025								
0194987-252025	Invoice	Pd internet	02/05/2025	03/02/2025	253.41	Open	02/25	10-30-5335
Total 0194987-252025:					253.41			
0197295-2232023								
0197295-2232023	Invoice	City Hall Internet	02/23/2025	03/20/2025	474.81	Open	03/25	10-20-5335
Total 0197295-2232023:					474.81			
235351009								
235351009	Invoice	New High speed internet for WWT	03/01/2025	03/31/2025	2,419.22	Open	02/25	52-00-5335
Total 235351009:					2,419.22			
Total Comcast (1486):					3,147.44			
Common Knowledge Technology, Inc (1549)								
65675								
65675	Invoice	IT Services - Admin	03/03/2025	04/04/2025	1,351.50	Open	03/25	10-20-5106
65675	Invoice	IT Services - PD	03/03/2025	04/04/2025	1,351.50	Open	03/25	10-30-5108
65675	Invoice	IT Services - Streets	03/03/2025	04/04/2025	1,351.50	Open	03/25	10-20-5106
65675	Invoice	IT Services - Water	03/03/2025	04/04/2025	675.75	Open	03/25	51-00-5108
65675	Invoice	IT Services - WW	03/03/2025	04/04/2025	675.75	Open	03/25	52-00-5108
Total 65675:					5,406.00			
Total Common Knowledge Technology, Inc (1549):					5,406.00			
Doyle Disposal (380)								
28269								
28269	Invoice	WWTP Dumpster	02/25/2025	03/25/2025	453.00	Open	03/25	52-00-5202
Total 28269:					453.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Doyle Disposal (380):					453.00			
Employee (2093)								
2.20.25								
2.20.25	Invoice	Meal at PIT instructor meeting	02/20/2025	03/20/2025	18.67	Open	03/25	10-30-5212
2.20.25	Invoice	Meal at training in WY	02/20/2025	03/20/2025	8.65	Open	03/25	10-30-5212
2.20.25	Invoice	Meal at training in WY	02/20/2025	03/20/2025	15.00	Open	03/25	10-30-5212
2.20.25	Invoice	Meals at training	02/20/2025	03/20/2025	59.30	Open	03/25	10-30-5212
Total 2.20.25:					101.62			
2.24.25								
2.24.25	Invoice	training meals	02/24/2025	03/24/2025	35.80	Open	02/25	10-30-5212
Total 2.24.25:					35.80			
2.26.25								
2.26.25	Invoice	parking	02/26/2025	03/26/2025	45.00	Open	02/25	10-30-5212
2.26.25	Invoice	training meals	02/26/2025	03/26/2025	120.85	Open	02/25	10-30-5212
Total 2.26.25:					165.85			
2.27.25								
2.27.25	Invoice	Breakroom supplies	02/27/2025	03/27/2025	69.97	Open	02/25	10-30-6015
Total 2.27.25:					69.97			
Total Employee (2093):					373.24			
Farmer's Trophies and Engraving (2184)								
049766								
049766	Invoice	Engraved Plates for Memorial Wal	02/25/2025	03/25/2025	492.38	Open	03/25	10-21-5038
Total 049766:					492.38			
Total Farmer's Trophies and Engraving (2184):					492.38			
FNF Construction INC (2165)								
2437-5								
2437-5	Invoice	Virginia Canyon Utility Improveme	03/04/2025	04/04/2025	238,765.30	Open	02/25	51-72-7310
2437-5	Invoice	Virginia Canyon Utility Improveme	03/04/2025	04/04/2025	238,765.29	Open	02/25	52-72-7320
Total 2437-5:					477,530.59			
Total FNF Construction INC (2165):					477,530.59			
Goodyear Auto Service Center (131)								
44073								
44073	Invoice	oil change 2019 chevy colorado	03/03/2025	04/03/2025	136.54	Open	02/25	10-30-6100
Total 44073:					136.54			
Total Goodyear Auto Service Center (131):					136.54			
Grainger Inc. (134)								
9394664487								
9394664487	Invoice	snap action switch	02/03/2025	03/05/2025	8.15	Open	02/25	52-00-5204
Total 9394664487:					8.15			
9413418972								
9413418972	Invoice	mini snap action switch	02/19/2025	03/21/2025	8.98	Open	02/25	52-00-5204

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 9413418972:					8.98			
Total Grainger Inc. (134):					17.13			
Hach Company (138)								
14370816/14380567/14381834								
14370816/14380567/1438	Invoice	ammonia	02/12/2025	03/12/2025	84.79	Open	02/25	52-00-6207
14370816/14380567/1438	Invoice	cod tnt	02/12/2025	03/12/2025	81.89	Open	02/25	52-00-6207
14370816/14380567/1438	Invoice	nitrite	02/12/2025	03/12/2025	68.58	Open	02/25	52-00-5207
14370816/14380567/1438	Invoice	nitrite	02/12/2025	03/12/2025	59.33	Open	02/25	52-00-6207
14370816/14380567/1438	Invoice	Phosphorus	02/12/2025	03/12/2025	87.87	Open	02/25	52-00-6207
14370816/14380567/1438	Invoice	Phosphorus	02/12/2025	03/12/2025	105.07	Open	02/25	52-00-6207
Total 14370816/14380567/14381834:					487.53			
Total Hach Company (138):					487.53			
Hayes Poznanovic Korver LLC (214)								
51940								
51940	Invoice	Legal services	02/03/2025	03/03/2025	74.68	Open	01/25	51-00-5101
Total 51940:					74.68			
Total Hayes Poznanovic Korver LLC (214):					74.68			
HRS Water Consultants (851)								
30721								
30721	Invoice	Engineering Services	02/12/2025	03/12/2025	741.00	Open	01/25	51-00-5104
Total 30721:					741.00			
Total HRS Water Consultants (851):					741.00			
JVA Incorporated (1110)								
21965								
21965	Invoice	Shelly Quinn Skatepark and Event	01/31/2025	03/31/2025	8,908.10	Open	01/25	21-00-6024
Total 21965:					8,908.10			
Total JVA Incorporated (1110):					8,908.10			
KoneCranes (2185)								
155144241								
155144241	Invoice	Inspection	02/18/2025	03/18/2025	1,804.00	Open	02/25	52-00-5108
Total 155144241:					1,804.00			
Total KoneCranes (2185):					1,804.00			
Law Firm Of Suzanne Rogers PC (737)								
3.1.25								
3.1.25	Invoice	Mileage	03/01/2025	03/31/2025	61.18	Open	03/25	10-40-5115
3.1.25	Invoice	Prosecutor	03/01/2025	03/31/2025	1,500.00	Open	03/25	10-40-5115
Total 3.1.25:					1,561.18			
Total Law Firm Of Suzanne Rogers PC (737):					1,561.18			
Liberty Communications (1547)								
3634839								
3634839	Invoice	phone service admin	02/28/2025	03/29/2025	144.50	Open	03/25	10-20-5303
3634839	Invoice	phone service police	02/28/2025	03/29/2025	144.50	Open	03/25	10-30-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
3634839	Invoice	phone service public works	02/28/2025	03/29/2025	144.50	Open	03/25	10-10-5303
3634839	Invoice	phone service wastewater	02/28/2025	03/29/2025	72.24	Open	03/25	52-00-5303
3634839	Invoice	phone service water	02/28/2025	03/29/2025	72.24	Open	03/25	51-00-5303
Total 3634839:					577.98			
Total Liberty Communications (1547):					577.98			
Marmac Water (2003)								
6003865								
6003865	Invoice	Fuel and delivery	02/17/2025	03/17/2025	927.36	Open	02/25	51-00-6210
6003865	Invoice	Sumachlor	02/17/2025	03/17/2025	4,756.80	Open	02/25	51-00-6210
Total 6003865:					5,684.16			
Total Marmac Water (2003):					5,684.16			
McDonald Farms (1588)								
0136945								
0136945	Invoice	WasteWater Hauled to Landfill	02/19/2025	03/06/2025	1,361.50	Open	02/25	52-00-5250
Total 0136945:					1,361.50			
0137891								
0137891	Invoice	WasteWater Hauled to Landfill	02/27/2025	03/14/2025	1,361.50	Open	02/25	52-00-5250
Total 0137891:					1,361.50			
Total McDonald Farms (1588):					2,723.00			
Michael Goodbee (1940)								
3.1.25								
3.1.25	Invoice	Judge	03/01/2025	03/31/2025	1,600.00	Open	03/25	10-40-5110
Total 3.1.25:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Mid-American Research Chemical (2186)								
0841370								
0841370	Invoice	Gloves	02/14/2025	03/16/2025	150.62	Open	03/25	52-00-6022
0841370	Invoice	Gloves	02/14/2025	03/16/2025	150.62	Open	03/25	51-00-6022
Total 0841370:					301.24			
0841371								
0841371	Invoice	Gloves	02/14/2025	03/16/2025	155.00	Open	03/25	52-16-6005
0841371	Invoice	SuperZyme	02/14/2025	03/16/2025	222.15	Open	03/25	52-16-6005
Total 0841371:					377.15			
Total Mid-American Research Chemical (2186):					678.39			
Milo's Speed Shop (2157)								
562								
562	Invoice	2018 Ford Oil Change	02/19/2025	03/19/2025	147.67	Open	02/25	10-30-6100
Total 562:					147.67			
537								
537	Invoice	2019 Ford F150 Brakes	02/24/2025	03/24/2025	558.63	Open	02/25	10-30-6100

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 537:					558.63			
Total Milo's Speed Shop (2157):					706.30			
NAFTO (2187)								
4337								
4337	Invoice	Basic Field Training Officer Trainin	02/28/2025	03/26/2025	375.00	Open	02/25	10-30-5212
4337	Invoice	Basic Field Training Officer Trainin	02/28/2025	03/26/2025	375.00	Open	02/25	10-30-5212
Total 4337:					750.00			
Total NAFTO (2187):					750.00			
Peak Performance Imaging Solutions (409)								
71293								
71293	Invoice	City Hall Copier/Printer	02/18/2025	03/05/2025	398.16	Open	03/25	10-20-5309
Total 71293:					398.16			
71399								
71399	Invoice	PD meter billing for printer	03/04/2025	03/19/2025	105.24	Open	02/25	10-30-5309
Total 71399:					105.24			
Total Peak Performance Imaging Solutions (409):					503.40			
Postmaster (341)								
3.3.2025								
3.3.2025	Invoice	Water Bills	03/03/2025	03/03/2025	260.40	Open	03/25	52-00-5310
3.3.2025	Invoice	Water Bills	03/03/2025	03/03/2025	260.40	Open	03/25	51-00-5310
Total 3.3.2025:					520.80			
Total Postmaster (341):					520.80			
Professional Management Solutions (1833)								
85034								
85034	Invoice	Financial Services - admin	02/28/2025	03/28/2025	1,613.44	Open	01/25	10-20-5104
85034	Invoice	Financial Services - PD	02/28/2025	03/28/2025	1,613.44	Open	01/25	10-30-5108
85034	Invoice	Financial Services - PW	02/28/2025	03/28/2025	1,613.44	Open	01/25	10-10-5108
85034	Invoice	Financial Services - Water	02/28/2025	03/28/2025	806.72	Open	01/25	51-00-5104
85034	Invoice	Financial Services - WW	02/28/2025	03/28/2025	806.71	Open	01/25	52-00-5104
Total 85034:					6,453.75			
Total Professional Management Solutions (1833):					6,453.75			
Quill Corporation (230)								
43068983/43007030/43025220								
43068983/43007030/4302	Invoice	Office Supplies	02/25/2025	03/25/2025	130.64	Open	02/25	10-20-6010
43068983/43007030/4302	Invoice	Office Supplies	02/25/2025	03/25/2025	65.33	Open	02/25	51-00-6010
43068983/43007030/4302	Invoice	Office Supplies	02/25/2025	03/25/2025	65.33	Open	02/25	52-00-6010
Total 43068983/43007030/43025220:					261.30			
Total Quill Corporation (230):					261.30			
Sadie Schultz (2152)								
3.3.25								
3.3.25	Invoice	Director of Business Promotion	03/03/2025	03/31/2025	5,500.00	Open	02/25	10-21-5108
3.3.25	Invoice	Reimbursement for office	03/03/2025	03/31/2025	200.00	Open	02/25	10-21-5038

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3.3.25:					5,700.00			
Total Sadie Schultz (2152):					5,700.00			
Shred-it USA (1580)								
8010060845								
8010060845	Invoice	On-Site Purge	02/28/2025	03/10/2025	679.52	Open	02/25	10-20-5108
Total 8010060845:					679.52			
Total Shred-it USA (1580):					679.52			
Smith Power Products Inc. (1848)								
576895								
576895	Invoice	annual service - montane pump	02/24/2025	03/24/2025	1,347.50	Open	02/25	51-00-5207
Total 576895:					1,347.50			
576900								
576900	Invoice	annual service - cummins	02/24/2025	03/24/2025	2,195.72	Open	02/25	51-00-5207
Total 576900:					2,195.72			
576907								
576907	Invoice	annual service - mtu	02/24/2025	03/24/2025	1,515.25	Open	02/25	52-00-5207
Total 576907:					1,515.25			
576917								
576917	Invoice	annual service - kohler	02/24/2025	03/24/2025	2,560.25	Open	02/25	52-00-5207
Total 576917:					2,560.25			
576915								
576915	Invoice	Diagnostics on Generator	02/27/2025	03/27/2025	1,149.42	Open	02/25	52-00-5207
Total 576915:					1,149.42			
Total Smith Power Products Inc. (1848):					8,768.14			
Staples Business Advantage (1219)								
6024821443								
6024821443	Invoice	office supplies	02/22/2025	03/24/2025	117.10	Open	02/25	10-30-6015
Total 6024821443:					117.10			
Total Staples Business Advantage (1219):					117.10			
T Mobile (2040)								
997960542-22025								
997960542-22025	Invoice	Pd past due bill for 4g	02/20/2025	03/22/2025	2,395.18	Open	01/25	10-30-5335
Total 997960542-22025:					2,395.18			
995996113-2222025								
995996113-2222025	Invoice	Admin - Cell Phones	02/22/2025	03/22/2025	119.70	Open	02/25	10-20-5335
995996113-2222025	Invoice	Parks - Cell Phone	02/22/2025	03/22/2025	39.90	Open	02/25	10-60-5335
995996113-2222025	Invoice	Streets - Cell Phones	02/22/2025	03/22/2025	233.14	Open	02/25	10-10-5335
Total 995996113-2222025:					392.74			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total T Mobile (2040):					2,787.92			
Timberline Disposal (1467)								
5733533V324								
5733533V324	Invoice	PW Dumpster	03/01/2025	03/05/2025	448.60	Open	03/25	10-10-6001
5733533V324	Invoice	VCMP Portalet	03/01/2025	03/05/2025	468.58	Open	03/25	10-60-5202
Total 5733533V324:					917.18			
Total Timberline Disposal (1467):					917.18			
Utility Notification Center of Colorado (1984)								
224110740								
224110740	Invoice	Locates - Water	11/30/2024	12/30/2024	25.80	Open	01/25	51-00-5108
224110740	Invoice	Locates - WW	11/30/2024	12/30/2024	25.80	Open	01/25	52-00-5108
Total 224110740:					51.60			
225010738								
225010738	Invoice	Locates	01/31/2025	02/28/2025	26.12	Open	01/25	51-00-5108
225010738	Invoice	Locates - WW	01/31/2025	02/28/2025	26.11	Open	01/25	52-00-5108
Total 225010738:					52.23			
225020736								
225020736	Invoice	Locates - Water	02/28/2025	03/28/2025	26.12	Open	03/25	51-00-5108
225020736	Invoice	Locates - WW	02/28/2025	03/28/2025	26.11	Open	02/25	52-00-5108
Total 225020736:					52.23			
Total Utility Notification Center of Colorado (1984):					156.06			
WALMART COMMUNITY/RFCSLLC (271)								
660994198								
660994198	Invoice	printer ink	02/19/2025	03/16/2025	53.00	Open	02/25	10-10-6010
660994198	Invoice	stencil	02/19/2025	03/16/2025	9.97	Open	02/25	10-60-6010
Total 660994198:					62.97			
Total WALMART COMMUNITY/RFCSLLC (271):					62.97			
Western Skies DE, LLC (2124)								
2025								
2025	Invoice	Lease Purchase 1856 Colorado Bl	03/09/2025	04/09/2025	251,562.50	Open	02/25	59-70-7901
Total 2025:					251,562.50			
Total Western Skies DE, LLC (2124):					251,562.50			
WEX BANK (1459)								
102953042								
102953042	Invoice	Fleet fuel - Police	02/23/2025	03/17/2025	1,042.72	Open	02/25	10-30-6191
Total 102953042:					1,042.72			
Total WEX BANK (1459):					1,042.72			
Xcel Energy (540)								
915694032								
915694032	Invoice	1711 Miner	02/20/2025	03/12/2025	609.39	Open	02/25	10-20-6001
Total 915694032:					609.39			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
FEBRUARY-2025								
FEBRUARY-2025	Invoice	10 Montane	02/20/2025	03/20/2025	48.58	Open	02/25	51-00-6001
FEBRUARY-2025	Invoice	1101 Soda Creek	02/20/2025	03/20/2025	190.37	Open	02/25	51-00-6001
FEBRUARY-2025	Invoice	1744 Miner Street	02/20/2025	03/20/2025	895.74	Open	02/25	10-30-6001
FEBRUARY-2025	Invoice	1801 miner a	02/20/2025	03/20/2025	16.55	Open	02/25	52-00-6001
FEBRUARY-2025	Invoice	2040 miner	02/20/2025	03/20/2025	16.04	Open	02/25	10-10-6001
FEBRUARY-2025	Invoice	525 pine slope	02/20/2025	03/20/2025	13.16	Open	02/25	51-00-6001
FEBRUARY-2025	Invoice	960 CR 314 New PW Facility	02/20/2025	03/20/2025	692.82	Open	02/25	10-10-6001
FEBRUARY-2025	Invoice	980 CR 314	02/20/2025	03/20/2025	3,008.56	Open	02/25	52-00-6001
FEBRUARY-2025	Invoice	New WWTP	02/20/2025	03/20/2025	3,797.61	Open	02/25	52-00-6001
FEBRUARY-2025	Invoice	Parks	02/20/2025	03/20/2025	894.70	Open	02/25	10-60-6001
FEBRUARY-2025	Invoice	PD	02/20/2025	03/20/2025	489.93	Open	02/25	10-30-6001
FEBRUARY-2025	Invoice	pw	02/20/2025	03/20/2025	672.15	Open	02/25	10-10-6001
FEBRUARY-2025	Invoice	street lights	02/20/2025	03/20/2025	5,050.83	Open	02/25	10-10-6085
FEBRUARY-2025	Invoice	Water Treatment Plant	02/20/2025	03/20/2025	4,444.09	Open	02/25	51-00-6001
Total FEBRUARY-2025:					20,231.13			
Total Xcel Energy (540):					20,840.52			
Grand Totals:					1,245,072.57			

Report GL Period Summary

GL Period	Amount
01/25	18,676.54
04/25	9,858.00
03/25	103,368.31
02/25	1,113,169.72
Grand Totals:	1,245,072.57

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. 10, Series 2025

A RESOLUTION APPROVING APPLICATIONS FOR A CHANGE IN CONTROLLING BENEFICIAL OWNERSHIP OF IGADI, LTD. AS THE LICENSEE OF THE RETAIL MARIJUANA STORE AND CULTIVATION FACILITY LOCATED AT 2818 AND 2820 COLORADO BOULEVARD, RESPECTIVELY

WHEREAS, pursuant to Idaho Springs Municipal Code (“Code”) Section 9-154, the Idaho Springs City Council (“City Council”) serves as the City of Idaho Springs Marijuana Licensing Authority; and

WHEREAS, serving in such capacity, the City Council possesses all the authority pursuant to state law and the Code to grant or deny licenses, as well as all the powers of a local licensing authority as set forth in the Colorado Marijuana Code, C.R.S. § 44-10-101 et seq.; and

WHEREAS, Igadi, Ltd. was previously granted approval by both the City and the State to conduct retail marijuana store activities at 2818 Colorado Boulevard and retail cultivation activities at 2820 Colorado Boulevard, respectively, both within the City of Idaho Springs, Colorado (collectively, the “Licensed Premises”); and

WHEREAS, David Michel, as one of the current Controlling Beneficial Owners (CBOs) of Igadi, Ltd. (the “Applicant”) has filed an application to change the CBOs thereof from the current five (5) individuals to a parent company, Evelo Biosciences, Inc., and its three (3) owning holding companies and their respective Directors, Managers and Executive Officers, all as set forth in the application and associated materials filed by the Applicant with the Colorado Marijuana Enforcement Division on November 21, 2024 (the “Application”); and

WHEREAS, a proposed change in the controlling beneficial ownership of marijuana-related licensed businesses must be reported to, and approved by, both the state and local licensing authorities; and

WHEREAS, Code § 9-159(A) requires the City Council to conduct a public hearing on any application for a change in ownership; and

WHEREAS, on March 10, 2025, after due and proper notice thereof had been given in accordance with Code § 9-159(B), the City Council conducted a hearing on the proposed change in CBOs of Igadi, Ltd., as proposed by the Application; and

WHEREAS, after considering all of the evidence and testimony brought before it, the City Council finds and determines that the new CBOs are eligible to have a legal interest in the respective licenses; and

WHEREAS, the City Council therefore desires to approve such applications and provide this written notice of its decision in accordance with Code § 9-159(C).

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

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

Section 2. The applications for a Change of Controlling Beneficial Owners of Igadi, Ltd, as the licensee of the following licensed premises within the City of Idaho Springs, is hereby approved:

License No. 402R-00115 (Retail Marijuana Store) – 2818 Colorado Boulevard

License No. 403R-00256 (Retail Marijuana Cultivation) – 2820 Colorado Boulevard

Section 3. Approval of the Change of Controlling Beneficial Owners for the licensed premises named in Section 2 hereof does not constitute approval of the conduct of, or the issuance of a license for, any other marijuana-related business or operation by the Applicant within the City.

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

Section 5. Any and all Resolutions 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 Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

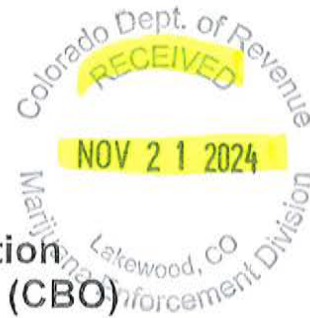
RESOLVED, APPROVED, and ADOPTED this 10th day of March, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

24 06717



LOCAL AUTHORITY COPY

Colorado Marijuana Licensing Authority
Marijuana Business License Application
Change of Controlling Beneficial Owner (CBO)

License Types					
☒ Retail Marijuana Store	☐ Hospitality Business		☐ Retail Marijuana Business Transporter		
☐ Retail Marijuana Cultivation	☐ Mobile Hospitality Business				
☐ Retail Marijuana Testing Facility	☐ Hospitality & Sales Business				
☐ Retail Marijuana Products Manufacturer	☐ Retail Marijuana Business Operator				
☐ Medical Marijuana Store	☐ Marijuana Research & Development Facility		☐ Medical Marijuana Business Transporter		
☐ Medical Marijuana Products Manufacturer	☐ Medical Marijuana Cultivation Facility				
☐ Medical Marijuana Testing Facility	☐ Medical Marijuana Business Operator				
Seller's Information					
Seller's Legal Business Name (Please Print) Igadi, Ltd.			Marijuana License Number 402R-00115		
Registered Trade Name (DBA) Igadi					
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # 30735679-0003		Name of Registered Agent David Michel		
Physical Address					
Street Address of Marijuana Business 2818 Colorado Blvd			Business Phone Number 970-509-9119		
City Idaho Springs	County Clear Creek	State CO	ZIP 80452	Email Address compliance@igadiltd.com	
Mailing Address (if different from Physical Address)					
Address 6870 W 52nd Ave, Suite 120		City Arvada		State/Prov CO	ZIP 80002
Main Business Contact Person Information					
Primary Contact Person for Business David Michel			Primary Contact Phone Number [REDACTED]		
Primary Contact Email dmichel@igadiltd.com					
Jurisdiction of Incorporation or Creation of Business Entity CO				Date 9-5-24	
If a Corporation, List all Jurisdictions Where the Corporation is Authorized to Conduct Business					

Buyer (or additional CBO) Questions	
1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?	Yes ☐ No ☒
2. Do you have or will you have possession of a licensed premises?	☒ ☐
3. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Medical or Retail Marijuana Business? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	☐ ☒
4. Has a judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign or security law or regulation, ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any applicable documents.	☐ ☒
5. Has the applicant (including any parent companies), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner in the last 3 years? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If YES, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed.)	☐ ☒
6. Are you a Person (Entity) applying for a license at a location that is currently licensed as a retail food establishment? If YES, explain on a separate sheet.	☐ ☒
7. Has the buyer(s) or additional CBO(s) filed all Finding of Suitability applications required by the Division?	☒ ☐

Local Licensing Authority (To be completed by current license holder)			
Local Licensing Authority City of Idaho Springs		Local Licensing Authority contact name Wonder Martell	
Contact Phone 303-567-4421 x111	Contact Email cityclerk@idahospringsco.com		
Date of Application with Local Authority, if required	Date of Approval 01-01-2024	Date of Expiration 01-01-2025	
Does the local licensing authority permit this type of business in their jurisdiction?			Yes ☒ No ☐

Current Ownership Structure – Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB.

Name David P. Michel		SSN/FEIN [REDACTED]		DOB [REDACTED]		License Number M120047	
Address (Home) 1551 Larimer St, #706		City Denver		State/Prov CO		ZIP 80202	
Phone Number [REDACTED]		Business Associated with (Parent business or sub-entity) lgadl		Own. % Entity 20%		Own. % in Applicant	
Name David G. Salturelli		SSN/FEIN [REDACTED]		DOB [REDACTED]		License Number M148575	
Address (Home) 1280 E 21st Ct		City Loveland		State/Prov CO		ZIP 80538	
Phone Number [REDACTED]		Business Associated with (Parent business or sub-entity) lgadl		Own. % Entity 20%		Own. % in Applicant	
Name Joshua A. Pennington		SSN/FEIN [REDACTED]		DOB [REDACTED]		License Number M148848	
Address (Home) 5373 Quail Way		City Arvada		State/Prov CO		ZIP 80002	
Phone Number [REDACTED]		Business Associated with (Parent business or sub-entity) lgadl		Own. % Entity 20%		Own. % in Applicant	
Name Phuong T. Cronin		SSN/FEIN [REDACTED]		DOB [REDACTED]		License Number M118157	
Address (Home) 8871 Zinnia St		City Arvada		State/Prov CO		ZIP 80005	
Phone Number [REDACTED]		Business Associated with (Parent business or sub-entity) lgadl		Own. % Entity 20%		Own. % in Applicant	
Name Steven A. Michel		SSN/FEIN [REDACTED]		DOB [REDACTED]		License Number M117651	
Address (Home) 11976 W 75th Lane		City Arvada		State/Prov CO		ZIP 80005	
Phone Number [REDACTED]		Business Associated with (Parent business or sub-entity) lgadl		Own. % Entity 20%		Own. % in Applicant	
Name		SSN/FEIN		DOB		License Number	
Address (Home)		City		State/Prov		ZIP	
Phone Number		Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	
Name		SSN/FEIN		DOB		License Number	
Address (Home)		City		State/Prov		ZIP	
Phone Number		Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	
Name		SSN/FEIN		DOB		License Number	
Address (Home)		City		State/Prov		ZIP	
Phone Number		Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	
Name		SSN/FEIN		DOB		License Number	
Address (Home)		City		State/Prov		ZIP	
Phone Number		Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Buyer's Proposed Business Information (Not applicable if only adding new CBOs)						
New Legal Business Name N/A				Trade Name		
Physical Address						
Mailing Address						
Federal Taxpayer ID				Colorado Sales Tax License #		
Main Business Contact Person (Not applicable if only adding new CBOs)						
Primary Contact Person for Business N/A					Primary Contact Phone Number	
Primary Contact Email						
Physical Address of Contact Person						
City					State/Prov	ZIP
Proposed Ownership Structure - Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB. (Do not include the licensed entity/RMB on this table.)						
Name Evelo Biosciences, Inc				SSN/FEIN [REDACTED]	DOB	License Number TBD
Address (Home) 620 Memorial Dr, Suite 200		City Cambridge	State/Prov MA	ZIP 02139	Phone Number	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 100%	
Name Evelo Holdings, Inc.				SSN/FEIN [REDACTED]	DOB	License Number
Address (Home) 124 Washington Street, Suite 101		City Foxboro	State/Prov MA	ZIP 02035	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 22.51%	
Name Halsa Holdings, LLC				SSN/FEIN [REDACTED]	DOB	License Number
Address (Home) 30451 Wingfoot Dr		City Evergreen	State/Prov CO	ZIP 80439	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity			Own. % in Applicant 33.76%	
Name Igadi Holdings, LLC				SSN/FEIN [REDACTED]	DOB	License Number
Address (Home) 6870 W 52nd Ave, Suite 120		City Arvada	State/Prov CO	ZIP 80002	Phone Number	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity			Own. % in Applicant 33.76%	
Name David P. Michel				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number M148576
Address (Home) 1551 Larimer St, Unit 706		City Denver	State/Prov CO	ZIP 80202	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 0%	
Printed Legal Business Name Igadi, Ltd				Printed Trade Name (DBA) Igadi		

Buyer's Proposed Business Information (Not applicable if only adding new CBOs)						
New Legal Business Name N/A				Trade Name		
Physical Address						
Mailing Address						
Federal Taxpayer ID				Colorado Sales Tax License #		
Main Business Contact Person (Not applicable if only adding new CBOs)						
Primary Contact Person for Business N/A					Primary Contact Phone Number	
Primary Contact Email						
Physical Address of Contact Person						
City					State/Prov	ZIP
Proposed Ownership Structure - Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB. (Do not include the licensed entity/RMB on this table.)						
Name Christopher Colon				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number 0% TBD
Address (Home) 30451 Wingfoot Dr		City Evergreen	State/Prov CO	ZIP 80439	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 0%	
Name Craig Jalbert				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number
Address (Home) 940 Quaker Lane, #2503		City East Greenwich	State/Prov RI	ZIP 02818	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 0%	
Name Matthew Gould				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number TBD
Address (Home) 10295 Collins Ave Unit 2204		City Bal Harbour	State/Prov FL	ZIP 33154	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity)		Own. % Entity 0%			Own. % in Applicant 0%	
Name Mitchell Kahn				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number
Address (Home) 4740 S Ocean Blvd Unit 801		City Highland Beach	State/Prov FL	ZIP 33487	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Evelo Biosciences, Inc		Own. % Entity 0%			Own. % in Applicant 0%	
Name Khalil Moutawakkil				SSN/FEIN [REDACTED]	DOB [REDACTED]	License Number
Address (Home) 1023 Hidden Valley Road		City Soquel	State/Prov CA	ZIP 95073	Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Halsa Holdings LLC		Own. % Entity 0%			Own. % in Applicant 0%	
Printed Legal Business Name Igadi, Ltd.				Printed Trade Name (DBA) Igadi		

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

☐ Yes ☒ No *If YES, attach list of persons

Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB?

☐ Yes ☒ No *If YES, attach list of persons

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230(A)(3).

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		
Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		
Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		
Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		



November 5, 2024

VIA HAND DELIVERY

Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

Re: Applications Related to Igadi Ltd. Change of Controlling Beneficial Ownership

To Whom it May Concern,

On August 29, 2019, Igadi, Ltd, a Colorado limited Liability Company ("*Igadi*"), Evelo Biosciences, Inc., a Delaware corporation ("*Parent*"), Evelo Igadi Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("*Merger Sub*"), and Igadi Holdings, LLC, a Colorado limited liability company ("*Igadi Holdings*"), entered into an Agreement and Plan of Merger (the "*Transaction*") subject to various closing conditions including but not limited to regulatory approval for a change in beneficial ownership of Igadi in Colorado.

The Transaction

The Transaction contemplates the transfer of 100% of the membership interests in Igadi owned by the current members of Igadi – David Michel, Steve Michel, David Salturelli, Josh Pennigton and Phuong Cronin – to Parent. The change of ownership is accomplished through the merger of Igadi into Merger Sub, with Igadi being the surviving entity and wholly owned by Parent upon consummation of the Transaction.

The only entity that is a party to the Transaction that is currently licensed by the Division is Igadi. Igadi, which operates under the Igadi Trade Name, holds 5 Licenses from the Marijuana Enforcement Division ("*Division*") to be a part of this Transaction and is in the process of selling its remaining 6 licenses to a third party¹, along with corresponding licenses from respective local licensing authorities ("*Colorado Licensed Entities*").

¹ Note: The five licenses that will be sold by Igadi to third-parties is in the process of being negotiated and is anticipated to have binding contracts promptly. As such, change of ownership application have not been submitted to the Division for the following 5 licenses: 403R-00472, 404R-00525, 402R-00461, 402R-00772, 402R-00827, and 402R-00489

The consideration David Michel, Steve Michel, David Salturelli, Josh Pennigton and Phuong Cronin are set to receive, through IgadI Holdings² and per the terms of the Agreement, is capital stock of Parent (“**Parent Stock**”). Accordingly, there is no financial consideration as part of the Transaction. After closing, only David Michel, Steve Michel and Josh Pennigton will remain as employees of IgadI pursuant to employment agreements. Only David Michel will remain a CBO.

The Agreement expressly acknowledges that the transfer of IgadI requires the approval of the Division and each of the local jurisdictions. Thus, in compliance with applicable law, Parent will not exercise control over IgadI until all Division and local jurisdiction approvals are received.

Application Submissions

In connection with IgadI’s submission of change of ownership applications and suitability applications for IgadI, we have prepared this cover letter (“**Letter**”) along with the attachments to aid the Division in their review.

Proposed Structure of IgadI upon Approval of the Transaction

Ownership of IgadI

Following the closing of the Transaction, IgadI shall be owned 100% by Parent.

Controlling Beneficial Owners of IgadI upon approval of the Transaction

In addition to Parent, the Controlling Beneficial Owners of IgadI are as follows and as listed on the Proposed Corporate Organizational Chart, attached as Exhibit A:

- (1) the three direct shareholders of Parent:
 - a. Evelo Holdings, Inc., a Delaware corporation (“**Evelo Holdings**”),
 - b. Halsa Holdings, LLC, Delaware limited liability company (“**Halsa Holdings**”) and
 - c. IgadI Holdings, LLC, a Colorado limited liability company (“**Equity Holder**”),
- (2) The Directors, Managers and Executive Officers of IgadI, Parent, Evelo Holdings, Halsa Holdings, and IgadI Holdings.

Upon closing of the Transaction, IgadI and Parent will enter into an amended and restated operating agreement, attached as Exhibit A.

² Note: IgadI Holdings is owned equally by David Michel, Steve Michel, David Salturelli, Josh Pennigton and Phuong Cronin per the terms of the operating agreement.

Evelo Biosciences, Inc.

Stock Ownership of Parent

Upon approval of the Transaction, Parent will be owned by Evelo Holdings, Halsa Holdings, and IgadI Holdings having the ownership percentages set forth on Exhibit A. We are submitting Entity Suitability Applications for Evelo Holdings, Halsa Holdings and IgadI Holdings.

Proposed Greater than 10% Owners based on Parent's issued and outstanding shares plus the Parent stock to-be-issued to IgadI Holdings (consists of the original owners of IgadI) in connection with this Transaction:

Name	% of Common Beneficial Ownership	Senior Preferred economic rights	Junior Preferred economic rights
Evelo Holdings	25%	\$7,000,000	n/a
Halsa Holdings	37.5%	n/a	\$22,500,000
IgadI Holdings	37.5%	n/a	\$17,500,000
TOTAL:	100%		

Controlling Beneficial Owners of Parent upon approval of the Transaction

Parent, as the sole owner and the sole managing member of IgadI, is a Controlling Beneficial Owner of IgadI. Per the Proposed Corporate Organizational Chart (Exhibit A), the Executive Officers and Directors of Parent are listed therein.

Parent, amended and restated their Certificate of Incorporation, attached as Exhibit B (the "**Parent Articles**") and will enter into the Amended and Restated Stockholders Agreement ("**Parent Stockholder Agreement**") attached as Exhibit C, on the closing of the Transaction. Pursuant to the Parent Articles and the Parent Stockholder Agreement, the shareholders elect a Board of Directors to manage the Parent. Following the closing of the Transaction, IgadI shall be owned 100% by Parent in exchange for payment of expenses, assumption of debt, and issuance of Parent stock to IgadI Holdings (the current owners of IgadI).

Controlling Beneficial Owners of Parent:

In addition to the beneficial ownership tables above, the Controlling Beneficial Owners of Parent are also Board Members and the Executive Officers, as listed in Exhibit A. Each of these persons is submitting an Individual Suitability Application concurrent with this Letter.

Structure of Evelo Holdings

Ownership of Evelo Holdings

Evelo Holdings is a Delaware corporation and does not have any shareholders that exceed 10% indirect beneficial ownership of IgadI. Please see attached capitalization table for Evelo Holdings as Exhibit D.

Controlling Beneficial Owners of Evelo Holdings:

Evelo Holdings is as an entity controlling beneficial owner of IgadI and has submitted its suitability application to the Division concurrent with this Letter. Its executive officers and directors have also submitted herewith suitability applications to the Division, as listed in Exhibit A concurrent with this Letter.

Structure of Halsa Holdings

Ownership of Halsa Holdings

Halsa Holdings is a Delaware corporation and does not have any shareholders that exceed 10% indirect beneficial ownership of IgadI. Please see attached capitalization table for Halsa Holdings attached as Exhibit E.

Controlling Beneficial Owners of Halsa Holdings:

Halsa Holdings is as an entity controlling beneficial owner of IgadI and has submitted its suitability application to the Division concurrent with this Letter. Its executive officers and directors have also submitted herewith suitability applications to the Division, as listed in Exhibit A concurrent with this Letter.

Structure IgadI Holdings

Ownership of IgadI Holdings

IgadI Holdings is a Colorado limited liability company and does not have any shareholders that exceed 10% indirect beneficial ownership of IgadI. Please see attached operating agreement for IgadI Holdings attached as Exhibit F.

Controlling Beneficial Owners of IgadI Holdings:

IgadI Holdings is as an entity controlling beneficial owner of IgadI and has submitted its suitability application to the Division concurrent with this Letter. The Manager of IgadI Holdings, David Michel, has previously submitted a suitability application to the Division and has been previously approved by the Division. IgadI has no executive officers, other than its Manager, David Michel.

Permission to Discuss Application

Parent and IgadI look forward to working with the Division and local licensing authorities to achieve prompt approvals to consummate the Transaction. To best assist the Division and respond to any requests, please send all communication simultaneously to:

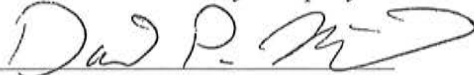
David Michel 970.509.9119
Steven Levine 303.522.2723
(outside legal counsel for IgadI)

dmichel@igadiltd.com
steve.levine@huschblackwell.com

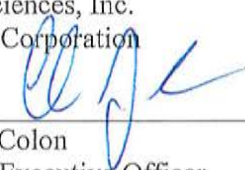
Please see Parent and IgadI's signature below as evidence of IgadI granting permission to the Division to discuss each application, relevant licenses, and related documents pertaining to the above mentioned Transaction with Steven Levine at Husch Blackwell.

All parties to this Transaction firmly believe that the combination of IgadI and Parent will not only be beneficial to both companies but also strengthen the marijuana industry in Colorado. From the whole team at IgadI and Parent, we thank you for your attention to this matter.

IgadI, Ltd.
a Colorado limited liability company

By: 
David Michel
Manager and General Counsel

Evelo Biosciences, Inc.
a Delaware Corporation

By: 
Chris Colon
Chief Executive Officer

Attachments:

- Exhibit A - Proposed Corporate Organizational Chart
- Exhibit B - Parent Articles
- Exhibit C - Parent Stockholder Agreement
- Exhibit D - Capitalization table for Evelo Holdings
- Exhibit E - Capitalization table for Halsa Holdings
- Exhibit F - Operating Agreement of IgadI Holdings

Local License Application

Idaho Springs Marijuana Business Fees

Staff Use Only

Received By: _____

Pd _____

Date: _____

DATE: November 19, 2024

1. **Marijuana license fee form for the City of Idaho Springs. Please use to apply for:**
(Please Mark the following as appropriate)

Medical Marijuana Application Dispensary	\$3,000
Medical Marijuana Application OPC	\$3,000
New License Type: _____ Dispensary	\$2,000
New License Type: _____ OPC	\$2,000
Retail Marijuana Application Store	\$3,000
Retail Marijuana Application OPC	\$3,000
New License Type: _____ Retail Store	\$2,000
New License Type: _____ OPC	\$2,000
Annual Renewal: _____ Dispensary _____ OPC	\$2,000
Annual Renewal: _____ Retail _____ Cultivation	\$2,000
Add'l Renewal: _____ Dispensary _____ Retail Store _____ OPC	\$1,000
Add'l Renewal: _____ Dispensary _____ Retail _____ OPC	\$1,000
Other: <u>Change of Ownership</u>	

TOTAL DUE: \$1,000

2. **Business Name:** IgadI, Ltd.
3. **Business Location:** 2820 Colorado Blvd., Idaho Springs, CO 80452
4. **Contact information:** (a list of additional contacts may be attached)

Owner Name: David Salturelli
Address: 6870 W 52nd Ave, Suite 120
Arvada, CO 80002

Telephone: 720-822-1049 Fax: None

E-mail: dsalturelli@igadiltd.com

Applicant Name: David P. Michel
Address: PO Box 3228
Winter Park, CO 80482

Telephone: 970-509-9119 Fax: None

E-mail: dmichel@igadiltd.com

5. **Certification:** (must be signed in blue ink)

I certify that I am the lawful owner of the business(s) affected by this application and/or licenses and hereby consent to this action.

Owner: _____ Date: 11-19-24 AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge.
In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all fees required by the City of Idaho Springs must be submitted prior to processing this application.

Applicant: David P. Michel Date: 11-19-24



IDAHO SPRINGS, CLEAR CREEK COUNTY, COLORADO

Granted: March 08, 2024

Expires: January 01, 2025

THIS LICENSE is granted to IGADI, LTD at 2818 Colorado Blvd Idaho Springs, Colorado to operate with a Retail Marijuana Store License 402R-00115 in said location in said Idaho Springs, Colorado for the term as provided in the Idaho Springs Municipal Codes, Section 9-153, having paid Two thousand dollars and 00/100 to the treasury of Idaho Springs, Colorado.

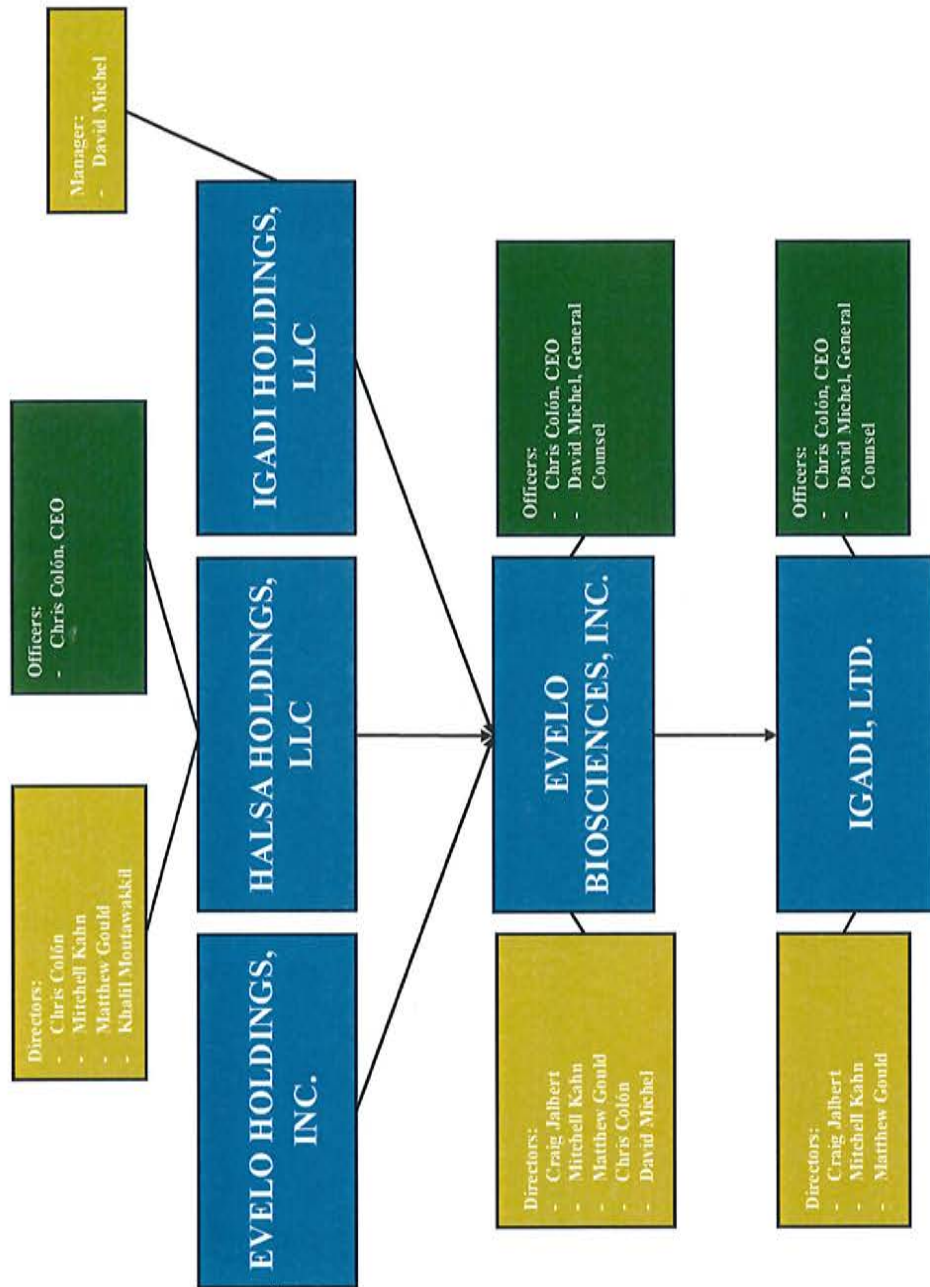
This license is to be in force until the 1st of January 2025 at 12:00 midnight, PROVIDED, the said licensee shall conform to the conditions of all relevant laws and ordinances in force during said term.

Idaho Springs, Colorado: March 08, 2024

Diane Bruce
City Clerk

[Signature]
Police Chief

Organizational Chart



Evelo Biosciences Inc Cap Table	Entity	Amount
Senior Preferred	Evelo Holdings, Inc	\$7,000,000
Junior Preferred	Halsa Holdings, LLC	\$22,500,000
Junior Preferred	Igadi Holdings, LLC	\$17,500,000
Total		\$47,000,000
Evelo Biosciences Inc Common Ownership	Amount	
Evelo Holdings, Inc	22.51%	
Halsa Holdings, LLC	33.76%	
Igadi Holdings, LLC	33.76%	
Management Options	9.97%	
Total	100%	

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 11, Series 2025

**A RESOLUTION ADOPTING A STRATEGIC PLAN FOR THE
CITY OF IDAHO SPRINGS INCLUDING VISION, MISSION, VALUES AND GOALS**

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

WHEREAS, the City Council held its annual retreat at Tommyknocker Brewery & Pub on May 3, 2024; and

WHEREAS, Regional Manager Todd Leopold of the Colorado Department of Local Affairs served as the facilitator of the retreat and assisted the City Council in developing a strategic plan including the City’s vision, mission, values and goals; and

WHEREAS, the City Council reviewed and finalized the draft strategic plan including vision, mission, values and goals at its work session on January 27, 2025; and

WHEREAS, the City Council desires to formally adopt and approve by Resolution said strategic plan including vision, mission, values and goals and have them serve as the foundation of the City’s work plan.

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

The City Council hereby approves the City’s strategic plan including vision, mission, values and goals attached to this Resolution and incorporated herein by reference.

RESOLVED, APPROVED, and ADOPTED this 10th day of March, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

Vision Statement

Idaho Springs is dedicated to preserving its culture as a historic mining community, ensuring quality of life and its economic future through both preservation and responsible development, striving for an inclusive community, designing a complete transportation system, promoting recreational opportunities, and implementing the wise use of community and natural resources.

Mission Statement

Through inclusive engagement and proactive stewardship, we strive to enhance the quality of life and ensure the safety of every member of our diverse, historic community, embodying a commitment to sustainable growth and collective well-being.

Organizational Value Statements

Transparency – We value practicing transparent governance by encouraging open-minded communication to build and foster community trust and engagement.

Preservation – We encourage the preservation of our heritage by engaging the community stakeholders to ensure access to Idaho Springs' history for all and encourage lifelong learning.

Teamwork – We believe in building community by working together in the best interest of the residents and visitors.

Accountability – We will be accountable to the community through clear, responsible discussions and actions that promote sustainable policies for managing the community's resources.

Stewardship – We will serve our community responsibly through active listening, engagement and collaboration to preserve our finite resources.

Integrity – We will be honest, respectful and fair in all our actions.

City of Idaho Springs
Goals and Action Items
2024-2028

Goal 1: Update aging infrastructure

- Complete Highway 103 waterline reconstruction (2025)
- Complete police station renovation (2025)
- Complete water meter billing system upgrade (2025)
- Restore Locomotive #60 at City Hall (2026)
- Construct affordable housing based on average medium income (AMI) (2026)
- Construct skate park and basketball court (2026)
- Evaluate Soda Hill water storage tank (2026)
- Complete Wall Street improvements (2027-2028)
- Continue infrastructure improvements (ongoing)
- Expand renewable energy options (ongoing)
- Consider Idaho Springs Reservoir expansion (ongoing)
- Continue road maintenance (ongoing)

Goal 2: Promote a safe, efficient and environmentally sustainable transportation corridor

- Expand local transportation (2024)
- Update downtown parking management plan (2024)
- Conduct off-road trail maintenance and clean-up campaign (2024)
- Construct downtown parking garage (2026)
- Construct downtown mobility hub (2026)
- Consider solutions for adverse I-70 traffic impacts (ongoing)
- Install electric vehicle charging stations (ongoing)
- Review code enforcement strategies (ongoing)

Goal 3: Retain and encourage local business diversity and sustainability

- Assess Home Rule governance option (2024)
- Monitor redevelopment plans for the former Carlson Elementary School property (2024)
- Evaluate becoming a Main Street designated city (2025)

Goal 4: Promote and facilitate an engaged community

- Restart Community Updates/Newsletter (2024)
- Enhance Healthy Lifestyle Choices along Greenway (2025)
- Update Emergency Plans (Fire, Disaster) including Public Notification (2025)
- Request that local history be taught in schools (2025)
- Install QR codes for information on historic buildings (2025)
- Engage community with historic sites (2025)
- Conduct a State of the City event (2025)
- Promote Virginia Canyon Mountain Park recreation (ongoing)
- Promote engagement in community events (ongoing)
- Review code enforcement strategies (ongoing)
- Consider more communication tools (ongoing)
- Recognize George Jackson Statue and hold recognition day (ongoing)

Goal 5: Consider opportunities for shared services

- Renew Clear Creek Fire Authority intergovernmental agreement (2024)
- Consider options for building inspection and plan review services (2024)
- Collaborate with similar communities regarding financial assistance with Interstate 70 costs (2024)
- Expand childcare services (2024)
- Partner on services at the Clear Creek Health and Wellness Center (ongoing)
- Increase public awareness of City projects (ongoing)

Goal 6: Identify, evaluate and assess affordable and attainable housing options

- Create safe, temporary worker housing (2024)
- Create safe parking spaces (2025)
- Construct affordable senior housing (2027-2028)
- Establish sober housing (ongoing)
- Collaborate with Habitat for Humanity for additional units (ongoing)
- Evaluate affordable housing on City property (ongoing)

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 8, Series 2025

**AN ORDINANCE AMENDING SUBSECTION 5-11(A) OF THE IDAHO SPRINGS
MUNICIPAL CODE CONCERNING VARIANCE BOARD MEMBERSHIP**

WHEREAS, pursuant to C.R.S. § 31-15-201, the City Council ("Council") of the City of Idaho Springs ("City") possesses the authority to create City boards, including the authority to specify the appointment process, qualifications, terms of office, powers and duties of officers sitting on such boards; and

WHEREAS, pursuant to C.R.S. § 31-23-307, the Council is authorized to create and specify the membership and qualifications of a board of adjustment to hear and decide applications for variances from the City's zoning requirements; and

WHEREAS, under this authority, the Council previously created the Idaho Springs Variance Board and codified its creation and membership qualifications within Section 5-11 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, the Council finds that maintaining full membership of the five (5) member Variance Board is often challenging; and

WHEREAS, the Council further finds that limiting Variance Board membership to City residents only could potentially exclude interested and otherwise qualified non-residents from joining the Board; and

WHEREAS, the Council therefore desires to amend the Code to permit non-residents of the City to serve on the Variance Board when such non-residents demonstrate a particular interest or expertise in building, planning, construction, design, architecture, engineering or similar subject matter likely to be relevant to Variance Board matters.

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

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

Section 2. Subsection 5-11(A) of the Code, concerning Variance Board membership, is hereby amended as follows:

- (A) Pursuant to state law, a Variance Board is hereby established for the City (herein the "Board"). The Board shall consist of five (5) members and two (2) alternates, each of whom shall be appointed by the City Council. Each member and alternate shall be a resident of the City or a person demonstrating particular familiarity with or expertise in building, planning, construction, design, architecture, engineering or similar subject

matter likely to be relevant to Variance Board matters, as determined by the City Council. An alternate member may act in the absence of a regular member.

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

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

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

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 14th day of April, 2025.

Chuck 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.

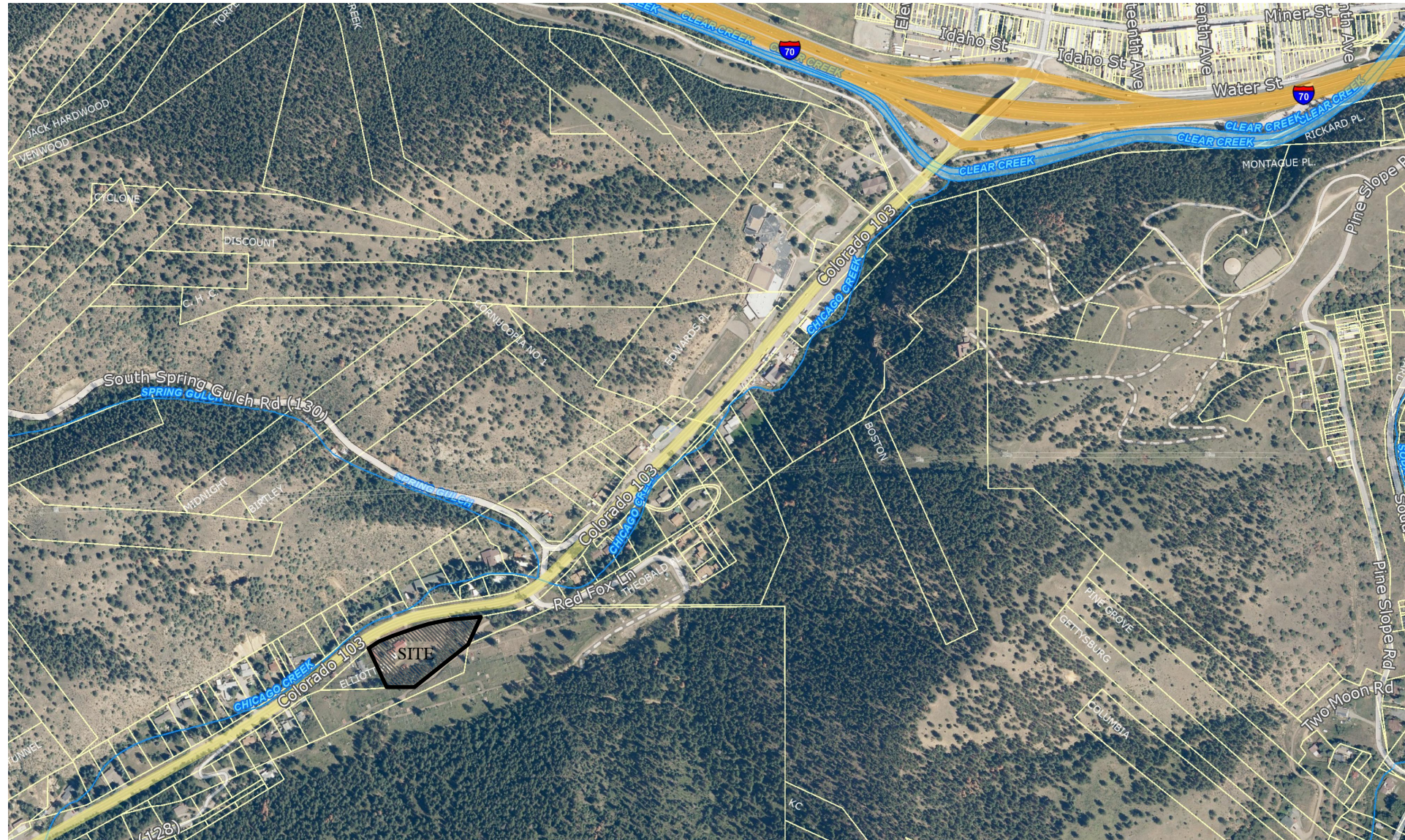
Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

ANNEXATION MAP

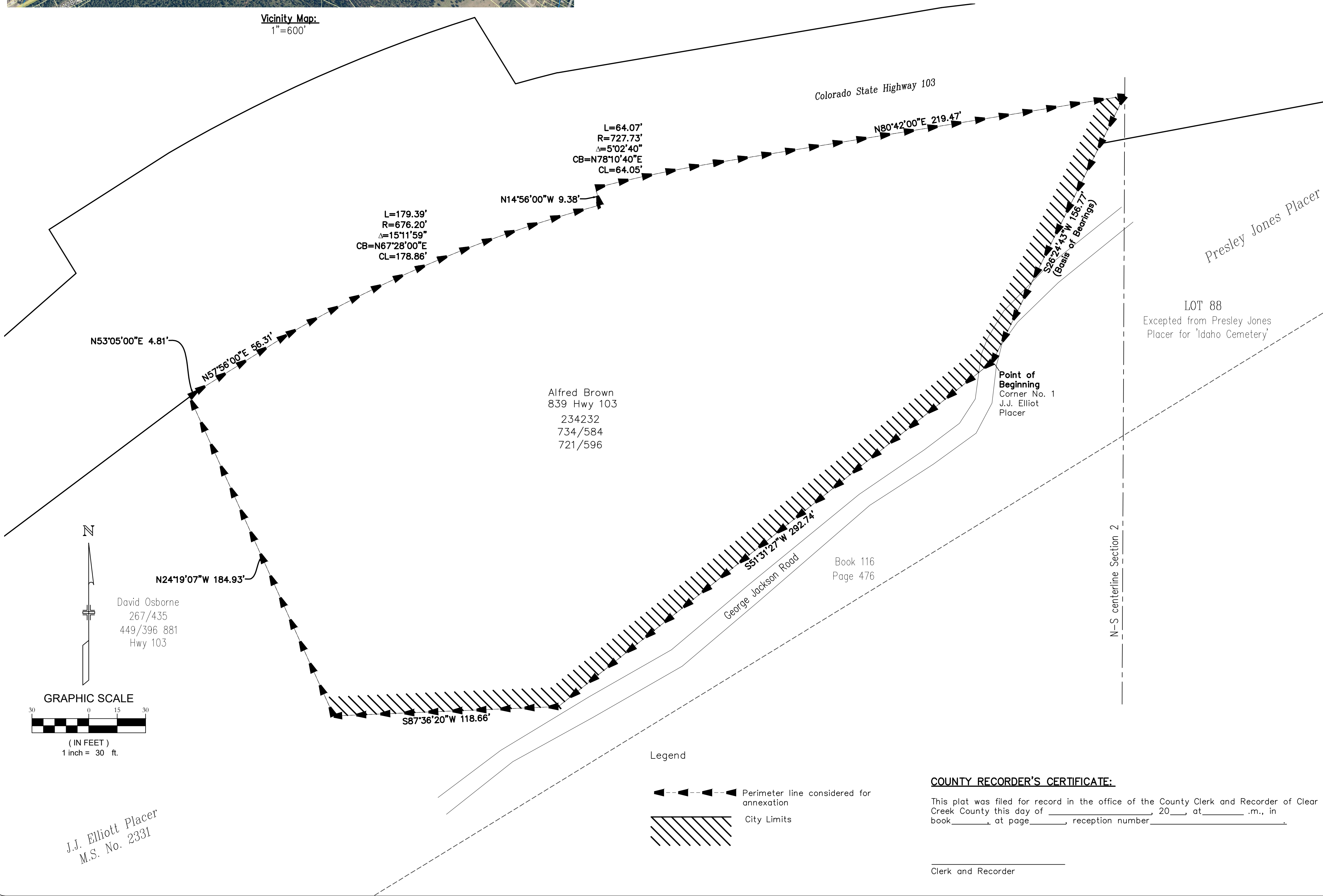
TO THE CITY OF IDAHO SPRINGS

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'



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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;

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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.

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 = 568', exceeds the 1/6 contiguity required.

OWNER CERTIFICATE:

Owner
Signed this ____ day of ____, 202__,
State of Colorado)
County of Clear Creek)SS

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:

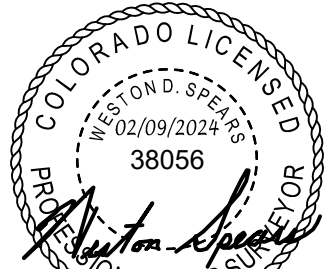
Chuck Harmon, Mayor
State of Colorado)
County of Clear Creek)SS
Diane Breece, City Clerk

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.

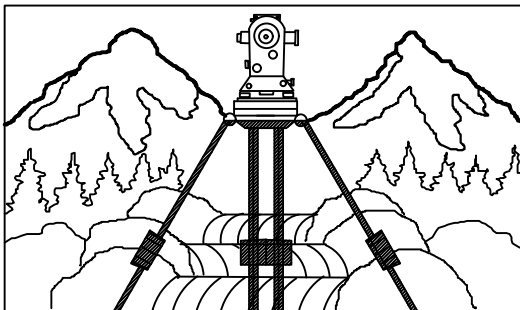


Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying

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



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

Client: City of Idaho Springs

Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452 (303) 567-4755	S2, T4S, R73W of the 6th P.M. Project No. 23-100	Sheet No. 1	No. of Sheets 1
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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

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- 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.

IDAHO SPRINGS CITY COUNCIL COMMUNICATION

Meeting Date: March 10, 2025	Page 1 of 5	Item: Request for Annexation of 839 CO 103 into the City of Idaho Springs and Zoning of the Property to R-3
Presented by: Dylan Graves Community Development Planner		
<u>PROPOSAL:</u> This is a proposal to annex 839 Colorado 103 adjacent to the Idaho Springs Cemetery into the City Limits and zone the property Residential 3 (R-3). The 839 CO 103 parcel was recently purchased by the City. This report concerns the proposed annexation of “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,” also known as 839 Colorado Highway 103, Idaho Springs, Colorado 80452, approximately 1.99 acres (the “Property”). The City agreed to purchase the Property on April 22, 2024, and closed on the Property on January 6, 2025. If annexed, the parcel will need to be zoned under a City district. Staff proposes the R-3 zoning district as there are adjacent R-3 properties along CO 103 and because it allows for multi-family housing, which is intended for the Property. This is the second reading for both the annexation and the zoning ordinance.		
<u>BACKGROUND:</u> The City was approached by the previous Property owner about his interest in constructing senior affordable housing on the property. This aligns with City goals for housing and after negotiations and initial conceptual design, the City agreed to acquire the property with a purchase agreement that would allow for senior affordable housing to be developed on the property. Now that the property is purchased, the first step towards development of senior affordable housing on-site is to annex the property into the City and then zone the property. R-3 is thought to be a suitable zoning district as it allows for multi-family development and because there are existing R-3 zoned parcels in the area. As required by the agreement to purchase the Property, City Staff are working on a deed restriction to ensure that the Property can only be used for senior affordable housing purposes in the future.		
<u>PLANNING COMMISSION ROLE:</u> State statute allows city-owned parcels to follow a simpler process for annexation than annexation of non-city-owned properties and does not require a recommendation from the Planning Commission. The zoning of the property requires a public hearing with Planning Commission before it is reviewed by City Council. Planning Commission provides a recommendation on the zoning application. The Planning Commission reviewed this application at the February 5, 2025, Idaho Springs Planning Commission meeting. The Planning Commission recommended approval unanimously by a vote of 5-0.		
<u>CRITERIA FOR APPROVAL - ANNEXATION:</u>		

Per Sec. 21-103(J) of the Idaho Springs Municipal Code (ISMC), it shall be the general policy of the City with respect to annexations, the annexation application and the consideration of annexation petitions that:

1. Annexation is a discretionary act. With the exception of a petition initiated by the City for the annexation of an enclave, the City Council shall exercise its sole discretion in the annexation of territory to the City.
2. The land to be annexed and the uses proposed for the land shall conform to the goals, policies and strategies of the Comprehensive Plan.
3. Certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to the City in order that the public needs may be served by such facilities.
4. These facilities may include, but not by way of limitation, arterial streets, bridges, public parks and recreation areas, water and sanitary sewer facilities, school sites, fire and police station sites and storm drainage facilities. The annexation of lands to the City shall not create any additional cost or burden on the then-existing residents of the City to provide such public facilities in any newly annexed area.
5. The applicant for annexation shall not divide tracts of land to prevent further annexation of adjoining parcels (i.e., leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property).
6. The property owner shall have complied with all requirements of the Act and this Chapter prior to final approval of an annexation petition.
7. City staff shall testify as to the elements required by statute to be present for annexation, the proposed annexation agreement and the annexation impact report as described in the Act and this Chapter.

Sec. 21-103(I) requires that City staff analyze the feasibility of annexing the proposed property. Issues to be considered shall include but not be limited to the ability to serve with streets, water, sanitary sewer, storm sewer, parks and recreation, schools, police and fire protection; compliance with the Comprehensive Plan; sources of revenue from the property; the City's costs to service the proposed development; and any other related matters.

ANNEXATION

This proposal includes annexing approximately 1.99 acres.

The Annexation Map (attached) complies with State Statute and demonstrates the required 1/6 contiguity with the Idaho Springs City Limits is met. State Statutes allow contiguity between the City boundary and property to be annexed to be unaffected by the existence of "public lands, whether owned by the state, the United States, or an agency thereof." Contiguity with the Idaho Springs Cemetery provides the needed contiguity. ISMC Section 21-103 requires City staff to prepare a report analyzing the feasibility of annexing the proposed property.

1. COMPLIANCE WITH THE COMPREHENSIVE PLAN:

The subject property is in the vicinity of an area designated by the City's Comprehensive Plan as "transitional mixed use" and adjacent to an area designated as "mixed residential density." Given that the proposed use for the site would be multifamily housing designed for the community's seniors, this appears to comply with the Comprehensive Plan.

COMPLIANCE WITH THE THREE MILE PLAN

The Colorado Revised Statutes require the preparation of a Three Mile Plan, which the City updated and adopted on January 13, 2025. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City. The Plan mentions that the criteria to be considered when determining which lands near Idaho Springs might be desirable for annexation include:

- i. *Areas which will broaden the range of housing types and home ownership opportunities in the City,*

The annexation will allow for multifamily housing dedicated to seniors, allowing for development of housing that meets a community need.

- ii. *Areas that have enough buildable land so that desired City land uses can be accommodated,*

The proposed annexation parcel is relatively flat and could accommodate multifamily housing of higher densities.

- iii. *Areas that are, or can easily be, served by utilities with no negative physical or economic impact on the community,*

The subject parcel is adjacent to City water and Chicago Creek Sanitation District sewer lines and connections would be readily available.

- iv. *Areas that help strengthen the economy of Idaho Springs,*

The parcel in question, if developed for senior housing, would allow community members to stay in the community later in life and open up additional housing options for local residents.

- v. *Areas that promote infill development, and*

Currently one single-family home is on the property. The long-term goal is to develop this parcel at a higher density.

- vi. *Areas that share a community of interest with Idaho Springs.*

The Colorado 103 corridor just north of this property is within City limits and includes Carlson Elementary School, a Clear Creek Emergency Medical Services station, and Scraps to Soil, along with several other businesses and residential properties. The Idaho Springs Cemetery is adjacent to the property. Staff believes that the annexation of these parcels will be beneficial to the City and share a community of interest.

2. SOURCES OF REVENUE FROM THE PROPERTY;

Staff does not anticipate significant revenue associated with annexation since the proposed use of the property is residential housing for seniors. Some revenues from water and sewer tap fees, taxes, etc. may be associated with the property long-term.

STAFF ANALYSIS – ANNEXATION

Staff believe that all annexation criteria are met.

CRITERIA FOR APPROVAL - ZONING:

In determining the zoning, the City Council may consider the following factors:

- a. Whether the proposed zoning is in conformity with the Comprehensive Plan.
- b. Whether there have been material changes in the character of the neighborhood such as to justify a change in the zoning.
- c. Whether the proposed rezoning will tend to preserve and promote property values in the neighborhood.
- d. Whether development of the property in accordance with the proposed rezoning will be in harmony and compatible with surrounding land uses and present development in the area.
- e. Whether the proposed rezoning will affect traffic congestion in the area.
- f. Whether the proposed rezoning will promote the public welfare.
- g. Whether denial of the proposed rezoning would impose an undue hardship on the owner.

a. Conformity with the Comprehensive Plan

As mentioned above, the property is adjacent to areas identified as “transitional mixed use” and “residential mixed density.” R-3 seems to be compatible with these designations since R-3 generally seeks the development of multifamily residential housing. There are a variety of single-family residences in the area, commercial uses, and public uses including an EMS facility and Carlson Elementary School, showing a clear mix of uses along this corridor.

b. Whether material changes in the character of the neighborhood justify the zoning change.

State statute and the ISMC require that the parcel be zoned within 90 days of annexation. This rezoning request to R-3 achieves this step in association with the annexation. With additional activity in the area due to the new Carlson Elementary School and proposed improvements to infrastructure to support the increased activity, Staff believes that the vicinity is undergoing changes that would allow for and be compatible with the multi-family zoning proposed for the site.

c. Whether the proposed rezoning will tend to preserve and promote property values in the neighborhood.

Staff believes that zoning the property R-3 – which is what all adjacent properties in City Limits are also zoned on the East side of CO 103 – will tend to preserve property values in the area. This ensures that no incongruous development would occur adjacent to existing properties within City Limits. Immediately surrounding the subject parcel are single-family residential lots located in Clear Creek County’s jurisdiction. While the proposed R-3 zoning is higher intensity than the immediately surrounding homes, the CO 103 corridor as a whole is congruous with multifamily residential housing and a mix of densities and uses.

d. Whether the development of the property in accordance with the proposed rezoning will be in harmony and compatible with surrounding land uses and present development in the area.

The immediate adjacent properties tend to be residential, single-family developments. Farther north are public uses (EMS station, school district buildings) and commercial uses. The R-3 zoning district would allow single-family residential or multi-family residential, the latter of which may be higher density than adjacent properties. Nevertheless, the adjacent properties in City Limits are zoned R-3 and as such could also be redeveloped at higher densities than presently exist.

e. Whether the proposed rezoning will affect traffic congestion in the area.

If the property is redeveloped into multi-family housing, traffic is likely to increase. However, CO 103 is designed as a higher-intensity road than current capacities would suggest. It is thought that it could accommodate the additional traffic from a potential multifamily development without substantial increases in congestion or travel times. A traffic study would need to be prepared as part of a redevelopment proposal.

f. Whether the proposed rezoning will promote the public welfare.

Staff believe that this criterion is met. When the property is redeveloped for senior housing, this will provide much needed housing stock for senior members of the community, which will provide public benefits. This is an area that can accommodate additional development and so appears to be able to accommodate density without causing public detriment or taxing of resources. All necessary infrastructure improvements (utilities, roads, etc.) already exist in the area.

g. Whether denial of the proposed rezoning would impose an undue hardship on the owner.

If the property is not zoned to something that allows for higher densities, the City's plans for future affordable senior housing development would be impacted. Alternative zoning options could be considered – a PD or R-M zoning, for example – but given that there is already R-3 zoning in this immediate area, it seems to be the reasonable zoning option.

PLANNING STAFF RECOMMENDATION:

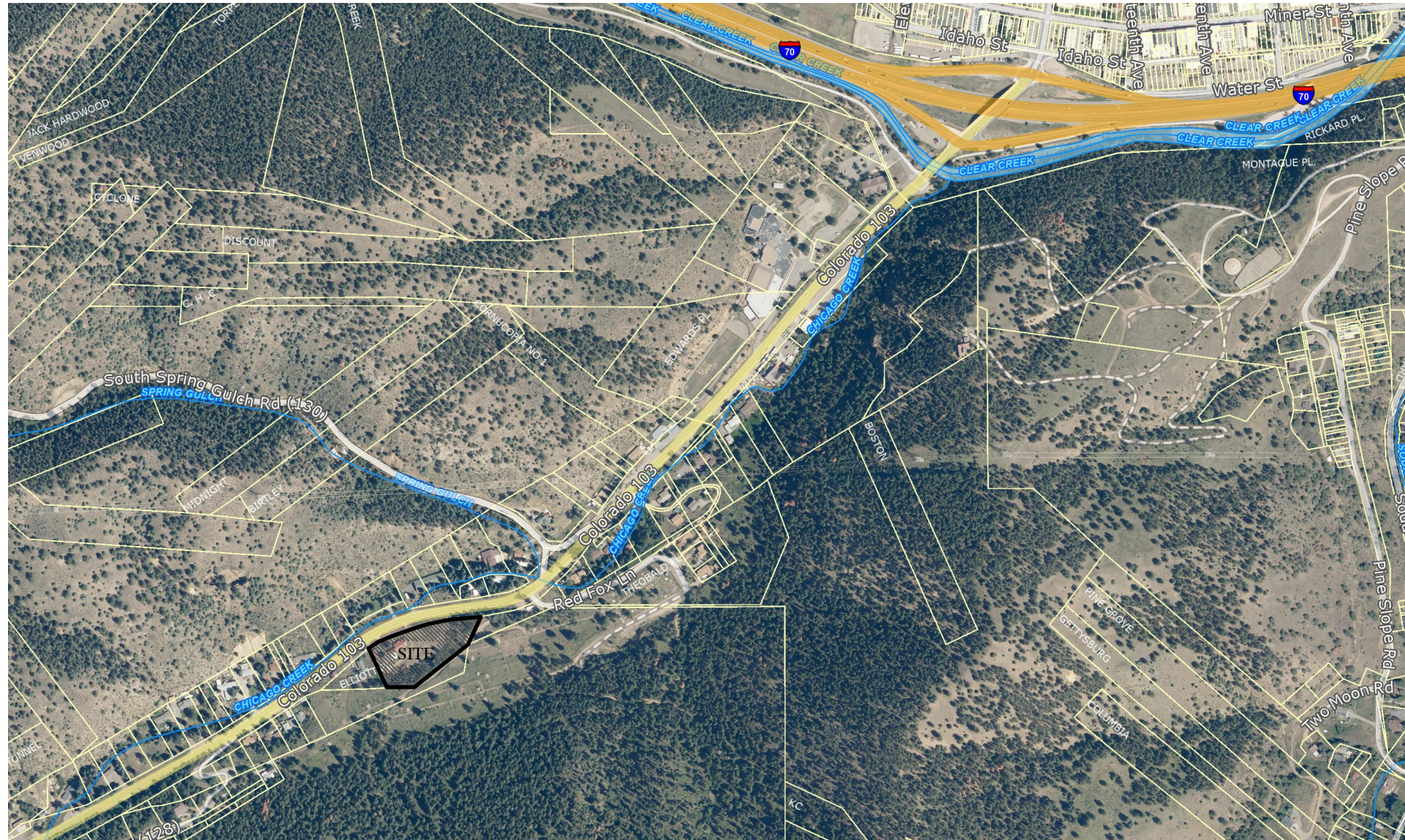
- 1. Staff recommends that City Council approve Ordinance No. 4, Series 2025, An ordinance annexing to the City of Idaho Springs a 1.99 acre parcel of city-owned land within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the sixth principal meridian, in Clear Creek County, Colorado, known by address as 839 Colorado Highway 103**
- 2. Staff recommends that City Council approve 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).**

ANNEXATION MAP

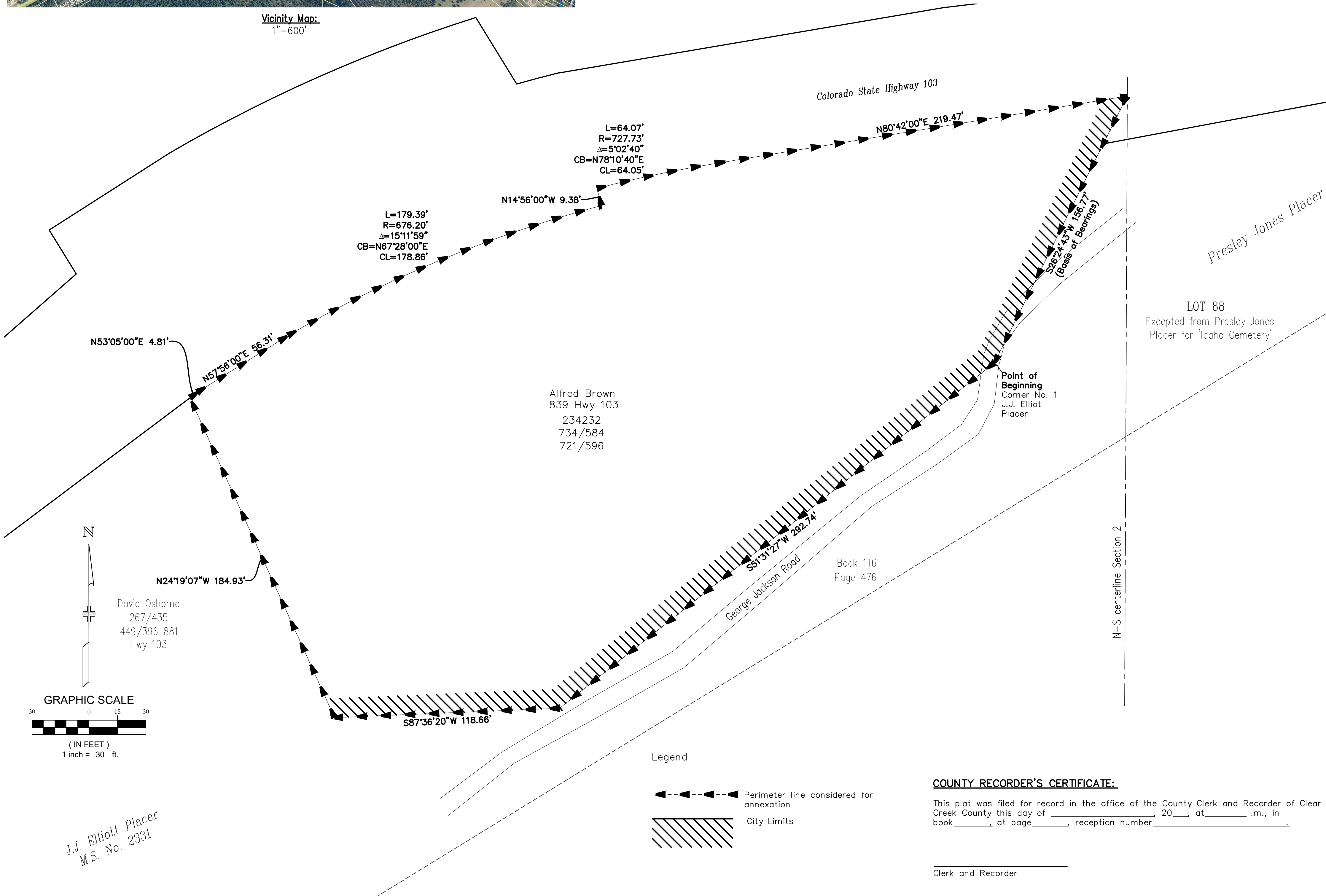
TO THE CITY OF IDAHO SPRINGS

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'



DESCRIPTION:

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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 = 568', exceeds the 1/6 contiguity required.

OWNER CERTIFICATE:

Owner
Signed this ____ day of ____, 202__,
State of Colorado)
County of Clear Creek) SS

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:

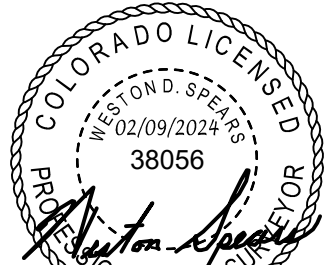
Chuck Harmon, Mayor
State of Colorado)
County of Clear Creek) SS
Diane Breece, City Clerk

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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.

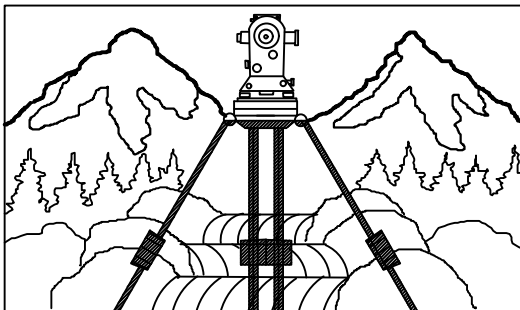


Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying

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



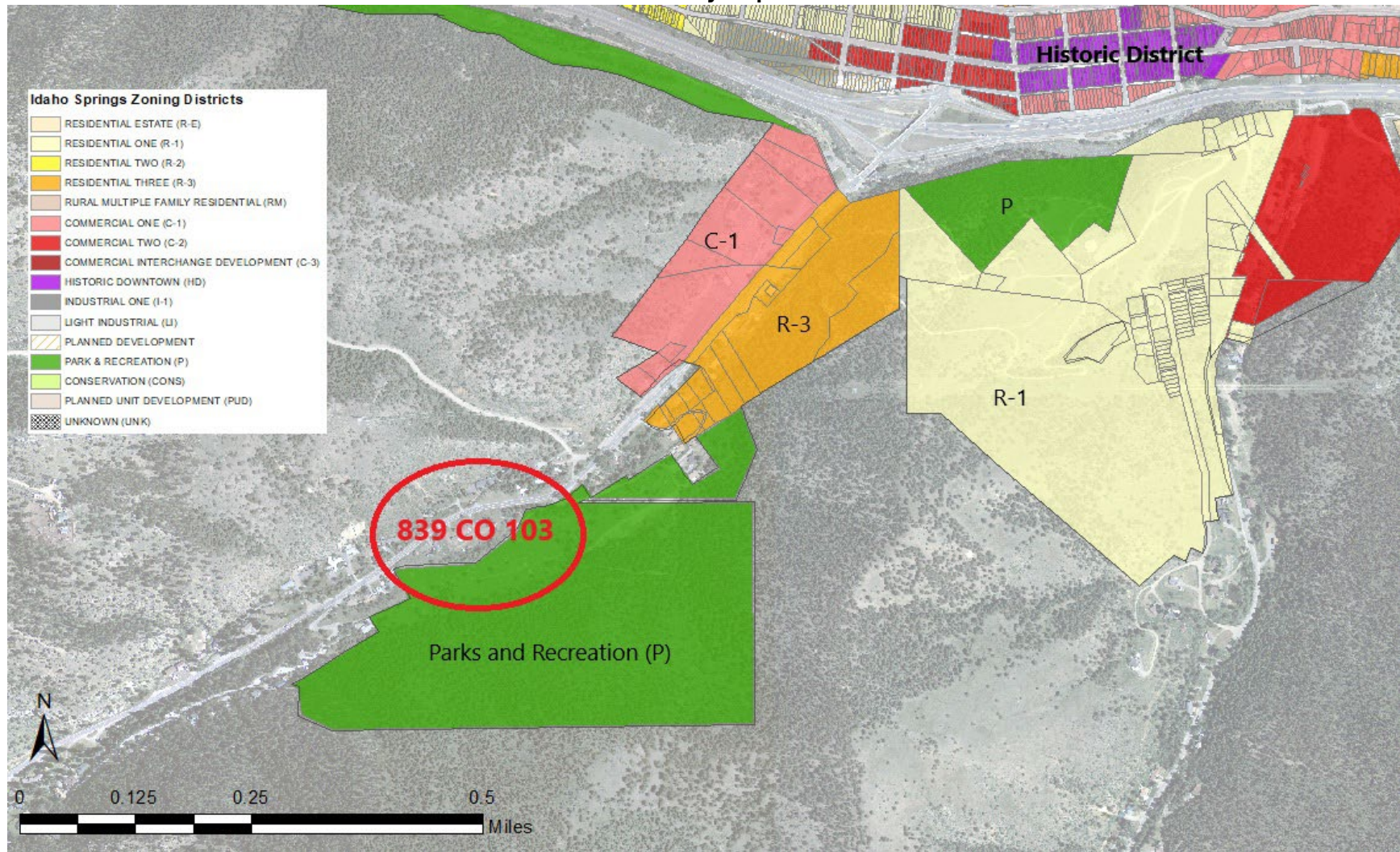
Annexation Map
A part of the J.J. Elliot Placer, M.S. No. 2331

Client: City of Idaho Springs

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

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

Annexation and Zoning – 329 CO 103
Vicinity Map



Office of the City Administrator

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

Requests for Action:

- Motion to approve a proposal from THK Associates, Inc. in the amount of \$70,700 for the Interim and Final Site Layout Plan for the improvements at Shelly-Quinn Park.
- Motion to approve a proposal from Randy Wheelock, dba RPW Management in the estimated amount of \$16,000 for project management and supervision related to the relocation of the stage at Shelly-Quinn Park.
- Motion to approve a proposal from Ground Engineering in the estimated amount of \$19,654 for materials testing services for the Highway 103 waterline project.

Updates:

- Guy, Dylan, Maria and I met on February 19 to discuss the kick-off for updating the City's Comprehensive Plan.
- Guy, Paul and I attended on February 20 a progress meeting for the Shelly-Quinn Park Improvements project.
- The Mayor and I attended on February 20 a quarterly Mayors' meeting with Congressman Neguse.
- The Mayor, Guy, Dylan and I met on February 24 with a firm interested in constructing affordable housing in Idaho Springs.
- Clear Creek Metropolitan Recreation District General Manager Cameron Marlin and I met on February 24 with a representative of the National Fitness Council regarding a possible grant opportunity.
- Guy and I hosted on February 25 at City Hall a pre-bid conference for parking management services. Eleven firms were represented.
- Mayor Pro Tem Jeremy Jones and I attended on February 26 the quarterly meeting of the Henderson Mine's Community Partnership Panel meeting at the Clear Creek Health & Wellness Center.
- Attended on February 27 a meeting sponsored by the Colorado Department of Local Affairs regarding federal funding challenges.
- Wonder and I attended on February 27 a rafting program coordination meeting with Clear Creek County.
- Guy and I attended on March 3 a site visit regarding the relocation of the stage at Shelly-Quinn Park.
- Guy and I attended on March 3 a meeting hosted by Senator Hickenlooper regarding Congressionally Directed Spending funding.
- The Mayor and I met on March 3 with the Club Hotel regarding parking.
- The Mayor, Guy, Dylan and I attended on March 4 a bi-weekly progress meeting for the downtown mobility hub project.

- Attended on March 5 a meeting on site at the Shelly-Quinn Park regarding lighting changes with the proposed improvements.
- Attended on March 5 an I-70 Coalition board meeting.
- Attended on March 5 a check-in meeting with our Regional Representative from the Colorado Department of Local Affairs.
- The Mayor, Guy, Dylan and I attended on March 5 the City Attorney's training session with board and commission members.
- Attended on March 5 a forum on affordable early childcare and learning in Clear Creek County.



5675 DTC Boulevard, Suite 200
Greenwood Village, Colorado 80111
303.770.7201 / fax 303.770.7132
www.thkassoc.com

March 3, 2025

City of Idaho Springs
C/O Andrew Marsh
City Administrator
1711 Miner Street
Idaho Springs, Colorado 80452

Re: Interim and Final Site Layout Plan/Idaho Springs Sports and Recreation Complex

Dear Mr. Marsh:

THK Associates Inc. appreciates the opportunity to provide the City of Idaho Springs with this proposal to help facilitate the development of an interim site layout plan, and finalize the future complete site plan with specifications, cost estimate, phasing plan and contractor coordination for the Idaho Springs Sports and Recreation Complex. THK understands that the interim design will include; relocation of the stage, a new parking lot, water line relocation, interim irrigation design, and interim improvements in areas to be developed in later phases. THK also understands that park improvements will be constructed in phases as necessary funding becomes available, which will require a phasing plan.

Based on our completed work to date and our understanding of the project from completing the master plan, THK proposes the following scope of work:

Proposed Scope of Work

TASK A: PROJECT STATUS/COORDINATION MEETING

As a part of continuing the work done to date, key consultant personnel will conduct one (1) coordination meeting with Client staff, and consultants to review, in detail, specific project objectives, scope items, schedules, methodologies and other project parameters. This meeting is recommended to ensure that all interests are adequately addressed and that the capabilities and knowledge of the consultants and Client staff are utilized effectively in completing the project in an efficient and cost effective manner.

Specific discussion items include but are not limited to:

- Review project goals, vision and purpose
- Review the current design and construction plans
- Review all intended program elements and phasing of their construction
- Review and agree on the design elements included in the interim condition
- Review responsibilities of the consultant team and supporting roles of Client staff, City Engineer, structural engineer, lighting designer, and electrical engineer
- Review project parameters, scope and schedule

The THK Team will continue to attend bi-weekly progress meetings via zoom, with the Client to check-in, review project progress and address any issues that may arise. These calls may occur more or less frequently based on project progress and staff availability.

In addition to these scheduled calls, the THK Team will be available for additional coordination via phone or email throughout the project.

TASK B: INTERIM PLANS AND PHASING

Utilizing the existing final site plan, the THK Team will create an interim condition site plan which will outline the program to be built in the near future, what needs to be constructed for access to those new improvements, and what treatments will be needed in areas slated for future improvements. A cost estimate for the interim conditions will be compiled, and the THK Team will participate in one (1) site visit before work on the interim plans can commence. In addition, THK anticipates attending a minimum of two (2) virtual coordination meetings during this process.

Documents within this site plan include but are not limited to:

- Interim site circulation diagram
- Interim irrigation design
- Interim site layout and landscape plan
- Interim lighting design
- Interim utility/infrastructure plan

Data provided by the Client or other sources including grading/drainage plans, utility plans, and skatepark plans will be collected as available and incorporated into this site plan. Plan sheets will be shared digitally with the Client for review and comment. All information will be compiled using AutoCAD.

TASK C: FINAL CONSTRUCTION DOCUMENTS

PHASING PLAN: THK will develop one (1) phasing plan showing the order of construction for program elements reflecting funding availability.

GRADING INPUT TO THE CITY ENGINEER: THK will develop spot elevations, and grading needed to construct the sports courts, playground, and plazas for inclusion in the Cities grading plans. THK will also coordinate grading of the skatepark with the remainder of the park to meet accessibility requirements.

SITE LAYOUT PLAN: THK will continue to refine the existing final site layout plan, along with developing an interim site plan and phasing plan showing all improvements, dimensions, and stationing points, to be used during the different phases of construction.

At this point it is not clear how many phases there will be to the construction. However, the initial phase of construction is assumed to be the skatepark, stage relocation, some parking lot improvements, waterline improvements, and interim soccer fields.

While a phasing plan is included in the current scope of work, multiple interim site plans are not included in the current scope of work.

LANDSCAPE PLAN: THK will refine the existing landscape plan showing all planting materials for the site.

IRRIGATION PLAN: THK will develop one (1) interim irrigation plan based on the final irrigation plan to provide water to new landscape areas while maintaining existing irrigation to the west ballfield. THK will coordinate with the City Engineer for new irrigation connection location. The Irrigation plans will include:

- General notes
- Irrigation details, irrigation equipment schedule including quantities, sizes and names

PLAYGROUND DESIGN: THK will develop one (1) final layout plan showing the locations of all playground equipment, and associated improvements. THK will coordinate with product manufacturers to provide installation details of the equipment, furnishings, and surfaces.

IMPROVEMENT DETAILS: THK will prepare details for all elements included in the final construction documents including but not limited to paving, sports courts, playground, parking lot, retaining wall, curb and gutter, fencing and other required site features.

THK has accounted for one (1) round of client revisions per each plan mentioned above and will develop an updated cost estimate at the 90% CD level before beginning construction. The cost estimate will include all of the demolition and improvements shown on the plan and will include the cost of materials and labor.

TASK D: CONSTRUCTION OBSERVATION & ADMINISTRATION

THK will assist in reviewing Bid submissions, answering questions from the contractor(s), and overseeing the construction of the site improvements. These efforts will include but are not limited to:

- Minimum of four (4) site visits to monitor and oversee construction efforts
- Participation in a minimum of eight (8) bi-weekly construction coordination meetings, with any additional meetings to be billed as needed
- Creation of a punch list and associated report
- Final acceptance walk-through and associated report
- Review contractor submittals and respond to RFI's

Professional Fees

Task A: Project Status/Coordination.....	\$2,300
Task B: Interim Plans & Phasing.....	\$21,900
Task C: Final Construction Documents.....	\$30,300
Task D: Construction Observation/Admin.....	\$16,200
Total Professional Fees.....	\$70,700

The fees above will accrue on a time basis not to exceed the total fee stated without prior written approval of the Client. The fees above *do not* include direct expenses. Direct expenses include but are not limited to mileage, reproduction and postage. Direct expenses shall be charged at cost. Please see the attached 2025 THK Associates Base Rate Fee Schedule with hourly rates and expense rates. Billing will be submitted to the Client monthly.

Estimate of Direct Expenses..... \$1,800
Grand Total..... \$72,500

If during the process of work, the Client finds it desirable or necessary to cause or request THK to perform additional services, the Client shall, by a written notification, authorize the performance of specified additional work at the hourly rates set forth in the in 2025 THK Associates Base Rate Fee Schedule.

Information to be Provided by Others

The services and fees described above are based on THK Associates being provided the following information and services by others.

Applicable architectural and engineering studies and base information, in .dwg format; showing proposed development including (but not limited to):

- Athletic Lighting design (MUSCO)
- Existing and proposed drainage and utility lines (survey)
- Electrical engineering, and site lighting (TBD)
- Skatepark design (Newline Skateparks)
- Playground equipment (Landscape Structures/ID Sculpture)
- Structural engineering of all footings, foundations, and retaining walls (TBD)

All fees associated with permits, applications and utilities will be the responsibility of the client.

Schedule

Upon written acceptance of this proposal and receipt of current base information, work can begin immediately. Please sign and return the attached Authorization of Professional Services form. Signatures may be returned via email.

Please don't hesitate to contact me should you have any questions or comments. Thank you for the opportunity to continue our relationship and provide this proposal. We are looking forward to continuing to work with you.

Sincerely,
THK ASSOCIATES, INC.



Sam Spicer
Project Manager & Landscape Designer
314-914-5486

Attachments:

- THK Associates Base Rate Fee Schedule: 2025
- Authorization of Professional Services



THK ASSOCIATES BASE RATE FEE SCHEDULE: 2025

LAND AND DEVELOPMENT PLANNING/LANDSCAPE ARCHITECTURE CHARGE-OUT RATES:

Senior Principal	\$200.00
Design Manager	\$200.00
Principal I	\$150.00
Senior Planner	\$150.00
Senior Landscape Architect.....	\$150.00
Landscape Architect I.....	\$145.00
Landscape Architect II	\$135.00
Landscape Designer.....	\$125.00
Graphic Designer	\$100.00
Accounting.....	\$100.00
Clerical/Admin	\$80.00

ECONOMICS AND MARKET RESEARCH CHARGE-OUT RATES:

Senior Principal	\$225.00
Senior Principal	\$185.00
Senior Market Analyst	\$145.00
Market Analyst I	\$125.00
Accounting	\$100.00
Clerical/Admin	\$80.00

Labor rates include provisions for salary, taxes, insurance, and profit.

Schedule of Expenses

Current IRS Mileage Rate	\$0.70/mile
Bound Reports	\$75.00/each
Plotter – Black & White (24"x36" sheet)	\$3.00/each
Plotter – Color (24"x36" sheet)	\$7.00/each
Mylar Reproduction.....	at cost
Dry Mount/Foam Core.....	at cost
Air Transportation.....	at cost
Lodging and Per Diem.....	at cost
Parking	at cost
Direct Materials	at cost
Other Consultants.....	at cost

REV 1/1/2025

AUTHORIZATION FOR PROFESSIONAL SERVICES

The services covered by this authorization form shall be performed in accordance with the following provisions and the enclosed THK Associates, Inc. Scope of Work (Exhibit A) dated 03-03-2025 unless otherwise specified.

THK will make every reasonable effort to complete all services, which are specifically to be furnished under this agreement in a timely manner. THK shall be responsible to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community for the professional and technical soundness, accuracy and adequacy of all work furnished under this authorization. THK makes no other warranty, expressed or implied. In the event legal action is brought by CLIENT or THK against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court. Monthly invoices will be issued by THK for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Finance charges at 1-1/2% per month will be charged on all amounts which are over 30 days past due. THK's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount not to exceed the fee earned under this agreement, or \$10,000, whichever is greater. This agreement shall be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Either CLIENT or THK may terminate this authorization by giving 30 day's written notice to the other party. In such event, CLIENT shall forthwith pay THK in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this authorization

THK shall be entitled to rely on the accuracy and completeness of the information provided by the CLIENT. THK shall not be responsible for any errors or omissions in the information provided by others that are included into its reports. Reference is hereby made to the Project description referenced below which was prepared by THK for its Client, City of Idaho Springs, (the "CLIENT"), and is being made available to Third Party at the request and permission of CLIENT. It is our understanding that Third Party desires to use the Report in connection with certain transactions involving the Site that is the subject of the Report. Notwithstanding any disclaimer or limitation against third party use contained in the Report, THK agrees that Third Party may rely upon the Report as if it had been addressed to them; PROVIDED HOWEVER, as a condition precedent to Third Party's use of or reliance upon the Report. Third Party agrees to be bound by the terms and conditions attached hereto as Exhibit A (Scope of Work). In no event may Third Party use or rely upon the Report if it does not agree to be bound by THK's terms and conditions, and any use of or reliance upon the Report by Third Party shall constitute Third Party's acceptance of THK's terms and conditions. THK represents that THK conducted its assessment of the Site and prepared the Report in accordance with the professional and industry standards prevailing at the time such services were rendered. Additionally, you should be advised that the above Report contains information that is time sensitive and that the Report was prepared by THK subject to the particular scope limitations, budgetary and time constraints and business objectives of the Client which are detailed in the Report. THK has the right to verify, at Third Party's expense, the accuracy of the information contained in the Report, as deemed necessary by THK, based upon the passage of time or other material change in conditions since its assessment of the Site. In the event that any questions arise with respect to the scope or meaning of THK's statements or conclusions, you are directed to immediately contact us for clarification, explanation or to update the Report. These services will be provided in accordance with THK's standard commercial rates and terms in effect at the time of the request.

It is agreed between the parties that the fees stated below are for the services set forth herein. If client requests extra work, the scope of extra work and price should be determined before additional work commences. If time or other circumstances permit, this agreement will be amended. The parties recognize that it is not always feasible to provide written changes, as client may need to request immediate additional work and any administrative delays could be burdensome. It is agreed that if the client requests extra work, THK shall promptly notify the client of THK's estimated fee for the additional work, which will be based on THK's current hourly rate and direct costs. Unless client immediately objects, client shall be deemed to have accepted the charges and waives any objections thereto. If client does object to the item as extra work or the amount thereof, all work on the project shall be suspended until the dispute is resolved.

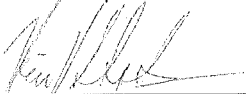
Between: City of Idaho Springs, and THK Associates, Inc., 5675 DTC Boulevard, Suite 200, Greenwood Village, CO 80111

Re: Interim/Final Site Layout Plan for Idaho Springs Sports and Recreation Complex as described in our proposal dated 03-03-2025.

Budget: Hourly not to exceed fee of \$70,700, plus direct expenses of \$1,800.

AUTHORIZATION:

By: _____ Date: _____
Authorized Representative of City of Idaho Springs

By:  _____ Date: March 3, 2025
THK Associates, Inc. (Mr. Kevin Shanks, Vice-President)

February 23, 2025

City of Idaho Springs
1711 Miner St.
PO Box 907
Idaho Springs, CO 80452
Attn: Andy Marsh

Randy Wheelock, dba RPW Management
PO Box 952, Idaho Springs CO 80452
Randy@rpwmanagement.com
(970) 390-2195

Cc: Cameron Marlin, CCMRD

Dear Andy,

The following is my proposal for services to advise and manage the moving of the stage at the Idaho Springs ballfield. Please call with any questions. On what I hope is a minor note, I have 15.25 hours over the last two weeks that I've begun logging for billing toward this project. They have been for researching, communicating and or meeting with parties onsite (such as potential drilling, concrete and excavation contractors, Mammoth movers, Craig Abrahamson, etc), and solo field verification of existing conditions and layout. Because of your scheduling concerns, which I share, I've done so to expedite the project. Can you please assure me that hours I have spent on the Project before the date of the contract will be reimbursed?

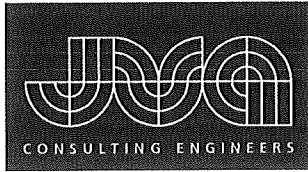
I'll also send a short report today under separate cover, copying Craig and Molly, with some results of that work, and suggestions of items for discussion in tomorrow's meeting.

Thanks, Randy

Description of service: RPW Management (RPW) will:

1. Provide Project Management and Supervision, on behalf of and as required by the City of Idaho Springs (the City) of the moving of the Idaho Springs Ballpark Stage (the Project), generally in keeping with the method described in my letter of Jan 22, 2025 to Cameron Marlin with the Clear Creek Metropolitan Recreation District (CCMRD) and copied to you at the City.
2. Call and attend meetings as required with designers, engineers, the City and Contractors to plan and execute the project.
3. Recruit contractors and suppliers to perform the work of moving the stage, to the extent they are not provided by the City or other partners, generally in keeping with the method described in my letter of Jan 22, 2025, to Cameron Marlin and copied to you at the City.
4. Acquire estimates from those resources, to be submitted to the City. (All Contractors and other resources will perform under Contracts directly with the City and be paid by the City.)
5. Create a budget based on those estimates.
6. Create a schedule for all of the work to be completed.
7. Communicate responsibly with the Contractors to bring them onto the site to perform in a timely fashion.
8. Provide daily site supervision every day that work is being performed. The amount of supervision hours to be spent onsite will vary with the technical or scheduling demands of the job on that day.
9. Communicate any critical issues affecting schedule, cost or quality immediately to the City Administrator.
10. Provide a weekly progress report to the City Administrator.
11. Assemble a billing package on a schedule as required to satisfy Contractors and suppliers to keep the job moving. RPW will assemble that package, but it is the responsibility of the City to manage the individual contracts and make payment.

12. Provide a monthly invoice from RPW for hours, mileage, and other costs incurred in the execution of the project.
13. RPW does not assume any financial liability for the performance of the project, or the performance of individuals or other Contractors. Although RPW will provide a budget, there is no guaranteed maximum price, due to the unique nature of the Project, and variables including but not limited to weather, structural requirements to stabilize the building or mitigate damage incurred in demolition, lifting and moving, setting, reassembling, refinishing, and final grade at the new location. Although care will be taken in disassembling elements like the ramps, rails, etc., there is no guarantee that they will be reusable.
14. RPW will provide a schedule designed to meet the needs of the City, and make every reasonable effort to achieve the schedule, but does not take fiscal responsibility for the achievement of the schedule for the reasons stated above in number 13.
15. RPW welcomes open communication and engagement of all parties involved in the project, including site access and observations, in order to have the best outcomes. However, to avoid mixed communication, directions to onsite workers and crews should be directed through RPW.
16. Terms:
 - a. All hours performed by RPW will be charged at the rate of \$115 per hour. RPW's *non-binding* estimate of this Contract is \$16,000. The final amount, which may be more or less than that estimate, will be determined by the demands of the Project.
 - b. All travel incurred during the performance of the Project will be charged at the rate of \$0.68 per mile.
 - c. Cost for RPW to purchase insurance required by City, and not already held by RPW, will be borne by the City and reimbursed to RPW.
 - d. Either party may call to terminate the contract at any time.
 - e. The City bears all fiscal responsibility for the Project.



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

March 4, 2025

www.jvajva.com

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

RE: City of Idaho Springs Highway 103 Waterline Project – Geotechnical Services
Recommendation for Award to Ground Engineering

Dear Mr. Marsh,

The City of Idaho Springs (City) issued a Request for Proposal (RFP) for Geotechnical Services for Phase I of the Highway 103 Waterline Project (Project) on February 20, 2025. Four Geotechnical Engineering firms submitted proposals in response to the RFP:

- Terracon
- Kumar & Associates
- Ground Engineering
- CMT Technical Services

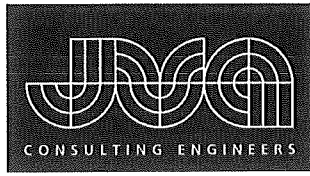
Ground Engineering submitted the lowest proposed estimate for the Geotechnical services described in the RFP. Ground Engineering also performed a Limited Geotechnical Evaluation for waterline design and is familiar with and has knowledge of the project area. Based on their proposal and their familiarity with the project and the site, JVA recommends the City award Ground Engineering the Geotechnical Services contract. The Ground Engineering Proposal and the RFP are attached to this memorandum.

Please feel free to contact me with any questions or concerns at 970-404-3082 or rmartin@jvajva.com.

Sincerely,
JVA, INCORPORATED

BY: 
Robert Martin, P.E.
Senior Project Manager

Enclosure:
Request for Proposal
Ground Engineering Proposal



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

REQUEST FOR PROPOSAL GEOTECHNICAL SERVICES – HIGHWAY 103 WATERLINE

www.jvajva.com

A. Overview of the Project

Project Description: The proposed project will consist of the construction of a new 16" C900 PVC waterline in Clear Creek County, outside of the City of Idaho Springs (City, Owner). The Work will be split into two phases. Phase 1 will include approximately 4,860 LF of 16" C900 PVC waterline and Phase 2 will include approximately 11,760 LF of 16" C900 PVC waterline. Each phase will include the necessary labor, supervision, equipment, tools, and materials for construction of that section of the 16" C900 PVC waterline. Work includes but is not limited to hydrants, valves, tie-ins, new service line connections, erosion control, earthwork, cutting, patching, and repaving of roads, and all appurtenances as specified and required for a complete and functional system. The work also includes up to four creek crossings under a Nationwide Permit. This RFP is for geotechnical testing services for Phase 1 only.

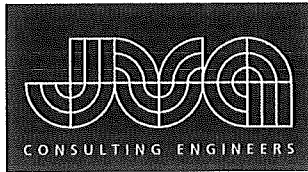
Project Area: The pipeline will follow Mount Bluesky Road (Highway 103) and begin at the City of Idaho Springs Water Treatment Plant at 3407 Chicago Creek Road and will terminate approximately 800 feet south of Interstate 70 at exit 240, reaching approximately 16,620 linear feet in length.

Site Access: Site access is open, and the required equipment for construction testing can be transported to the testing locations.

B. Scope of Services

Work for this proposal will cover construction testing along the planned waterline for Phase 1. A Limited Geotechnical Evaluation was performed by Ground Engineering in July 2023 and can be provided upon request. Below are the construction tests requested, and number of tests anticipated:

1. Soil Proctors
 - a. Provide two moisture-density relationship tests (proctor) ASTM D698 or relative density tests (ASTM D4253/D4254) for each type of fill material
 - i. Assume three proctors on native material, and one proctor on imported fill material
 - ii. Provide unit cost for additional soil proctors.
2. Pipe Embedment and Backfill Compaction Test
 - a. Estimated Linear Feet of Trench: 4,860
 - b. Estimated Number of Backfill Tests: 125 (25 locations along pipeline)
 - i. Application: One in-place compaction test every 200 linear feet of trench in the compacted embedment zone and at every 1.5 feet of vertical lift of backfill materials per ASTM D6938
 - ii. Assume at least one set of tests per day. Multiple visits per day may be warranted depending on productivity rates.



3. Asphalt Concrete Mix Sampling and Testing
 - a. Uncompacted asphalt concrete mix
 - i. Asphalt cement content: ASTM D2172 (AASHTO T164)
 - ii. Maximum Specific Gravity: ASTM D2041 (AASHTO T209)
 - b. Compacted asphalt concrete mix
 - i. Bulk density: ASTM D1188 (AASHTO T166)
 - c. Application: Perform at least one test for each day's paving but not less than one test per each 4,000 SF of each lift – 4 lifts total
 - i. Estimated Tons of Asphalt Paving: 1,760
 - ii. Estimated Square Feet of Asphalt Paving: 43,000
 - iii. Minimum Number of Tests: 44 Minimum
 - iv. Please provide quote for additional tests each day (up to 88 tests total)
4. Concrete Cylinder Compression Test
 - a. Cubic Yards of Concrete for Encasement: 20
 - b. Estimated Number of Tests: 3 (Three stream crossings that will require concrete encasement)
 - a. Application:
 - i) Provide one set of 6 cylinders for each concrete encasement
 - ii) Test a minimum of one cylinder in each set at 7 days
 - iii) Test at least two 6x12 cylinders or at least three 4x8 cylinders in each set at 28 days
 - iv) The other two cylinders to be used as directed by Engineer at any time
 - v) Engineer will evaluate in accordance with ACI 214 and 318
 - vi) Make, cure, store, and deliver cylinders in accordance with ASTM C31
 - vii) Test in accordance with ASTM C39
 - viii) Mark or tag set of test cylinders with the date and time of day the cylinders were made, the location in the work where the concrete represented by the cylinders was placed, the delivery truck or batch number, the air content, and the slump

C. Schedule

Indicate in proposal duration needed to perform field work and complete geotechnical report. The Notice to Proceed was issued on February 18, 2025.

The City will receive proposals until end of day on February 28, 2025, electronically through Rocky Mountain E-Purchasing System – BidNet Direct (BidNet). Proposals shall be clearly marked “City of Idaho Springs – Geotechnical Services – Highway 103 Waterline”.

GROUND ENGINEERING

February 26, 2025

Subject: Proposal for Materials Testing Services,
City of Idaho Springs – Geotechnical Services -
Highway 103 Waterline

Proposal No. 2502-0378

City of Idaho Springs
c/o JVA, Incorporated
1319 Spruce Street
Boulder, Colorado 80302

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing services for the Highway 103 Waterline project located in Idaho Springs, Colorado. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed.

Proposed Unit Rates/Fees – our services will be completed at the rates outlined in the attached fee schedule. For budgetary purposes, we have provided a total fee estimate below based on an assumed scope of services to be scheduled:

Estimated Time					
Soils Technician	\$70.00	per hour	158	Hours	\$11,060.00
Concrete Technician	\$70.00	per hour	12	Hours	\$840.00
Asphalt Technician	\$70.00	per hour	30	Hours	\$2,100.00
PM Management/Meetings/Review	\$125.00	per hour	16	Hours	\$2,000.00
Laboratory Testing and Unit Billing					
Trip Charge	35	Trips @	\$15.00		\$525.00
Soil					
Proctor Compaction	3	Tests @	\$130.00		\$390.00
Proctor Compaction with Rock Correction	1	Tests @	\$200.00		\$200.00
Gradation	4	Tests @	\$75.00		\$300.00
Atterberg Limit (single point)	4	Tests @	\$85.00		\$340.00
Concrete					
Concrete Compression Test, Cylinders (each)	18	Tests @	\$18.00		\$324.00
Asphalt					
AC Content and Extracted Gradation	5	Tests @	\$190.00		\$950.00
Theoretical Maximum Specific Gravity	5	Tests @	\$125.00		\$625.00
Total Proposed Estimate					\$19,654.00

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

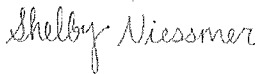
Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include project management or geotechnical engineering services, other than any specifically identified herein, and our services will only be provided as scheduled by the client or their designated representatives (including the contractor or pertinent subcontractors). Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

Thank you for considering us for the materials testing services on this project.

Sincerely,
GROUND Engineering Consultants, Inc.



Shelby Niessner



Reviewed by: Levi Klingsmith

Agreed to this _____ day of _____, 2025

JVA Consulting Engineers, by: _____

Print: _____

GROUND ENGINEERING

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION

Rates are hourly and time is round trip from office to project site and return

• Soil, Concrete and Asphalt Testing	\$70.00
• Rebar, Masonry, Piers, CTS	\$75.00
• Post Tension, Spray Applied Fireproofing	\$85.00
• Pipe Insp., FF/FL, Coring, Slab Moist., Pull Test	\$95.00
• Retaining/Soil Nail Wall Observation	\$95.00
• Concrete, Precast Inspection	\$105.00
• Certified Welding Inspector (CWI)	\$95.00
• Certified Building Inspector	\$95.00
• Certified Fire Stop Inspector	\$105.00
• Late Notice Request (per occurrence)	\$75.00

MANAGEMENT AND ENGINEERING

• Project Management-Review /Supervision	\$125.00
• Senior Project Engineer/Geologist	\$200.00
• Project Engineer/Geologist	\$160.00
• Staff Engineer/Geologist	\$120.00
• Open Hole, Field Engineer	\$120.00
• Principal Engineer, Senior Project Manager	\$235.00
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$15.00
• Interest charged after 30 days from invoice date	1.5%

Fees for late notice service requests include requests made after 5:00 PM the weekday prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

MISCELLANEOUS

These units are on a project by project basis and will only apply as detailed in the proposal

• Construction and Quality Management, Civil Inspection	Quote	• Mobile Laboratory and Outside Lab Services	Quote
• Out-of-town living, travel, equip. rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		

LABORATORY TESTING

Soil and Aggregate		Concrete	
Proctor Compaction	\$130.00	Concrete Compression Test, Cylinders (each)	\$18.00
Proctor Compaction with Rock Correction	\$200.00	2 X 2 in. Cube Compressive Strength	\$50.00
Atterberg Limit (Single Point)	\$85.00	Core Compressive Strength (shotcrete/concrete)	\$75.00
Gradation	\$75.00	Compressive Strength-CLSM Cylinders	\$75.00
No. 200 Wash	\$50.00	Concrete Flexural Test, Beams	\$70.00
Gradation and Hydrometer	\$200.00	Maturity Data Logger (each)(bluetooth)	\$200.00
Specific Gravity of Fine Aggregate	\$110.00	Maturity Data Logger (each)(wired)	\$100.00
Natural Density and Moisture Content	\$20.00	Moisture Coupons (each)	\$150.00
"R"-Value	\$425.00	Relative Humidity Sensors (ASTM F2170) (each)	\$150.00
Soil Cement Proctor	\$200.00	Shotcrete Comp. Str. (per panel)(up to 3 cores)	\$225.00
Compressive Strength of CTS (per set of 4)	\$400.00	Maturity Meter Strength Correlation	\$2,500.00
Compressive Strength of CTS (each)	\$100.00	Concrete Mix Trial Blend	\$6,500.00
CDOT (ph, Resistivity, Chlorides, Sulfates)	\$280.00	Asphalt	
pH	\$55.00	AC Content and Extracted Gradation	\$190.00
Water Soluble Sulfates	\$60.00	Sp.G.(SSD), Stability, Flow (Marshall)	\$450.00
Carbonate Content of Soils	\$200.00	Specific Gravity (SSD) and Voids (Gyratory)	\$325.00
Permeability (Triaxial or Flex-wall)	\$450.00	Theoretical Maximum Specific Gravity	\$125.00
Alkali Silica Reactivity	\$475.00	Modified Lottman (TSR)	\$400.00
Denver Swell	\$100.00	Ignition Oven Calibration	\$615.00
Direct Shear	\$900.00	Bulk Sp. Gr. of Comp. Asphalt Cores (per lift)	\$45.00
Sand Equivalent	\$110.00	Stability (Gyratory) Hveem	\$150.00
Relative Density	\$275.00	Asphalt Moisture Content	\$25.00
Clay Lumps and Friable Particles	\$65.00	Micro Deval	\$300.00
Flat or Elongated Particles	\$90.00	Masonry	
Sulfate Soundness	\$450.00	Mortar Compressive Strength	\$50.00
Fractured Faces	\$85.00	Masonry Prism Comp. Strength	\$125.00
Los Angeles Abrasion	\$200.00	Grout Compressive Strength	\$75.00
Uncompacted Voids	\$110.00	Compressive Strength CMU/Brick Coupon	\$125.00
Specific Gravity of Coarse Aggregate	\$70.00		
Soil Stabilization Mixture Analysis	\$3,500.00		

Lab Rush Charge \$250.00

Estimated lab test completion time is 4 to 6 weekdays for most standard tests. You may request an expedited turnaround and receive an estimated time of completion for an additional \$250 per lab test.

5C_15 -5C1_15

GENERAL CONDITIONS

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving any aspect of the design, or the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.

Any exploration, testing, specific observations, inspection and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. Client recognizes that conditions on the project site may vary from those encountered during testing and that information generated by Consultant is based solely on the information available to the Consultant at the time and location of such testing. Furthermore, the Client acknowledges that actual testing, observation, or inspection performed is likely on a very small percentage of the overall project and that as such, may not fully reflect the work performed or materials used by Project Contractors or Subcontractors.

The proposed scope of services provided herein does not include engineering review of the project documents in regard to the geotechnical aspects of the project such as foundations, slabs, pavements, drains, walls, etc; nor does the proposed scope of work consist of construction management services relating to acceptance of materials, material types, or placement methodology. It is not the responsibility of the Consultant to accept or reject material placement or material types, nor to alter, amend, or revise project specifications. If required, these services can be provided under a separate scope of work.

RIGHT-OF-ENTRY: Unless otherwise agreed, Client will furnish right-of-entry for Consultant to take the scheduled tests or observations. Consultant will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations are not included in the fee unless otherwise stated, and Consultant cannot be held responsible. Any construction debris or waste generated as a result of the required testing is the responsibility of the Client and their respective Contractor or Subcontractors.

SCHEDULING OF SERVICES: ALL observation and testing requests must be scheduled at least 24 hours in advance of each required observation or test. Verbal test results can be provided to the Contractor/Subcontractor and/or any other entities or representatives as designated by the Client as tests are completed, and formal, typed reports can be forwarded once they have been processed and reviewed. Unless specifically scheduled through our main office for a specific test/observation, date, and time, testing or observations may not occur.

The required amount of work for materials testing depends on the Client's, Contractor's, Subcontractor's, or other Entity's scheduling of our services, as well as their production schedule. Having no control over these factors, our proposed scope of work is in general accordance to the attached Fee Schedule.

The proposed scope of work is for periodic testing and observation. It is therefore important that the Client, Contractor, or Subcontractors schedule our field technicians such that: (1) Sufficient tests are conducted to comply with project specifications; and, (2) That such testing occurs at locations that are randomly distributed throughout the materials being tested. The quantity of tests provided for the various elements in the attached sheets are estimates; actual amounts of individual tests and locations are highly dependent on the Contractor's schedule and the scheduling of our field personnel (technicians, CWI, utility inspectors or building inspectors) by the Client, Contractor and/or Subcontractors.

INVOICES: Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. A credit card fee surcharge averaging 3% will be applied to all invoices paid by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees. Should Consultant refer to account to a collection agency or bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

REPORTS: Reports, plans and other work products prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other documents furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction. Any Contractor or Subcontractor other than the Client who uses any test data or other information provided by Consultant in support of this scope of work must indemnify the Consultant from and against any and all claims resulting from such use.

FINAL LETTERS: Many governing agencies require that the Consultant provide some form of final letter at the completion of a project. Such letters are usually required to state that the project was constructed in compliance or general compliance to certain specifications, plans, or codes. As professional consulting engineers, it is not possible or reasonable to state with certainty that all work completed by others completely complied with any specification, plan, or code, and any interpretation as such is incorrect. The Consultant can only make such statements based on the best of their knowledge, their experience, as well as on the specific periodic testing and/or observations that were performed and for the time they were performed. Any use of the word "inspection" shall be assumed to mean "observation" in any document provided by our office that is in any way connected with this project. Such letters do not constitute any form of warranty, guarantee, or certification, expressed or implied, regardless of the wording used.

It must also be understood that such testing and observation only occur when properly scheduled by the owner, owner's representatives, contractor, or subcontractors, and therefore, it is their responsibility to schedule accordingly and in a manner consistent with the project specifications and the scope of work provided herein.

USE OF ELECTRONIC OR OTHER SUPPLIED DATA: Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the Owner or Supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

LIMITATION OF LIABILITY: Consultant agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality and scope. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability of Consultant or Subconsultant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee for this project.

Any exploration, testing, specific observations and analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. The services we have been retained to provide consist of periodic material testing and/or observations to assist the client, owner, construction manager and design team members with evaluating compliance with project specifications.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing under the same or similar circumstances.

CORPORATE PROTECTION: It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and not withstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of GROUND's employees, owners, officers, or directors.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 3/10/2025
SUBJECT: Staff Update
ATTACHMENTS:



- The Key People, LLC Agreement for Services with Exhibit A

REQUEST(S) FOR ACTION

- Move to approve agreement for services between the City of Idaho Springs and The Key People, LLC for the provision of City janitorial services with a total amount not to exceed \$6165 annually.

UPDATES

Clear Creek Regional Housing Authority (CCRHA)

On Monday, March 3, I attended the inaugural meeting of the CCRHA Board of Directors. As the Council is aware, I am a non-voting attendee acting mainly as an available resource for the BOD during this time. The BOD took on several “nuts and bolts” tasks of standing up a new organization including securing a PO box, discussing office space, bylaws, charter, hiring an executive director and legal counsel, etc.

The Authority will be applying for a Local Planning and Capacity Grant through DOLA. According to the DOLA website, “...*The intent of the program is to increase the capacity of local government planning departments to address affordable housing, especially by expediting development review, permitting, and zoning of affordable housing. The top priority for funding award decisions is to support local governments’ efforts to implement the new fast track requirements in Proposition 123 but grant funds can also support increasing planning department capacity to advance local affordable housing goals, implement strategies to increase the number of affordable units built, and to achieve Prop 123 commitments...*” In the case of CCRHA, the grant money is proposed to procure professional assistance in creating bylaws and the charter, performing a search for an executive director, securing a facilitator, etc.

Paying Traffic Citations Online

The City has engaged Xpress Bill Pay to provide the service of paying traffic infractions online. The goal is to allow citations to be available for online payment within 24 hours after issuance. This should free up considerable staff time as currently the only way to pay with a credit card is to call City Hall. The implementation and training will take three to four weeks. This system will be available for public use by April 1. A reminder to Idaho Springs citizens that they can also conveniently and safely pay their water and sewer bills online using Xpress Bill Pay. The access is at the bottom of the main page on the City website.

ICMA Regional Conference

From February 26-28, I attended the International City/County Managers Association (ICMA) Regional Conference in Denver. As with many conferences these days, this conference had several presentations on the use of artificial intelligence within municipal settings. Suffice to say, it's all moving quickly, and we endeavor to stay abreast of the changes and opportunities to use this technology for the benefit of the citizens of Idaho Springs.

Most notable in this space is a rush by entrepreneurs to develop AI-based software specifically for municipalities of all sizes. As with any new commercial space, there will be winners and losers. While the City may consider acquiring such technology, it needs to be cognizant how fast the technology is moving and how any vendor we engage can stay ahead of the learning curve while updating, modifying, and scaling to our needs.

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 10th day of March 2025, by and between the City of Idaho Springs, a Colorado municipality (the "City") and The Key People, LLC an independent contractor ("Contractor").

WHEREAS, the City requires certain services; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. REPORTS, DATA

A. The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform the Scope of Services. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor:

At the rate of four hundred ninety five Dollars (\$495) per month, and an additional initial cleaning fee of two hundred twenty five Dollars (\$225) for a detailed cleaning of all three facilities, for a total annual amount not to exceed six thousand one hundred sixty five Dollars (\$6165) annually.

B. At intervals determined appropriate by Contractor, Contractor shall invoice the City for services rendered. Upon receipt of such invoices, the City shall make payment in full within thirty (30) days.

C. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Contractor shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the City, the Scope of Services shall be complete and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Because the City has hired Contractor for its expertise, Contractor agrees not to employ subcontractors to perform more than twenty-five percent (25%) of the work required under the Scope of Services. Upon execution of this Agreement, Contractor shall furnish to the City a list of proposed subcontractors, and Contractor shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Contractor and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Contractor 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 Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. At a minimum, and without limiting the scope of the foregoing Subsection A., Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain commercial general liability insurance with a minimum combined single limit of five hundred thousand (\$500,000) dollars each occurrence and one million dollars (\$1,000,000) general aggregate, applicable to all premises and operations. Such coverage 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.

B. Any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Upon reasonable request by the City, Contractor shall provide to the City a certificate of insurance, completed by Contractor's insurance agent, as evidence of its adequate insurance coverage. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain adequate insurance shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

VII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, 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 the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation.

VIII. TERMINATION

This Agreement shall terminate: (a) one year from the date made and entered into, or (b) upon the City's providing Contractor with thirty (30) days advance written notice, whichever occurs first. After termination, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however,

Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

IX. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Clear Creek County, Colorado.

B. 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.

C. Integration; Conflicting Provisions. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. In the event of conflicting provisions, the terms of this Agreement shall govern and supersede any such conflicting provisions, terms or language.

D. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the City or Contractor. The Contractor's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder. The City and Contractor agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The City: City of Idaho Springs
ATTN: City Administrator
1711 Miner St.
PO Box 907
Idaho Springs, CO 80452-0907

Contractor: The Key People, LLC
777 South Wadsworth Blvd, Suite 3-102
Lakewood, CO 80226

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. 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.

I. 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 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.

J. 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.

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

L. Non-Solicitation Clause

1. During the term of this Agreement and for a period of 12 months following its termination or expiration, neither Party shall, directly or indirectly, solicit, hire, or attempt

to solicit or hire any employee, contractor, or agent of the other Party with whom they had contact or became aware of through the course of this Agreement, without prior written consent from the other Party.

2. This restriction shall not apply to general employment advertisements or recruitment efforts that are not specifically targeted at the other Party's employees or contractors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

CONTRACTOR

By: _____
Print name, title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____
_____.

My commission expires:

(S E A L)

Notary Public

Exhibit A

Approved March 10, 2025



Recurring Janitorial Agreement

City of Idaho Springs

Prepared by
Christine Miles



The Key People, LLC
Corporate Offices:
777 S. Wadsworth Blvd., Suite 3-102
Lakewood, CO 80226

Dear Guy Patterson,

I am thrilled to have this opportunity to introduce you to our unique approach at The Key People. For over 50 years, we've been more than just a cleaning service—we've been enriching lives and providing opportunities through a legacy of trust and excellence. I believe in a personal touch, which is why I wanted to write to you directly.

Our Purpose: Enriching Lives and Providing Opportunity

At The Key People, everything we do stems from our core purpose: to enrich lives and provide opportunity. This is reflected in the relationships we build, the care we put into our work, and the way we strive to make a difference for every stakeholder—whether it's our customers, contractors, or the communities we serve.

Our Core Values:

- **We Are Reliable:** We consistently meet commitments and deadlines, delivering timely, trustworthy, and excellent services. You can count on us to be responsive and available when you need us.
- **We Care:** We prioritize relationships, doing the right thing for our customers, contractors, and the communities we serve. Every job is done with care and precision to ensure your space truly shines.
- **We Win as a Team:** Collaboration is key to achieving extraordinary results. By working together, we ensure shared success, consistently exceeding expectations.

Unwavering Commitment to Compliance and Security

Your peace of mind is our top priority. We rigorously adhere to all federal and state regulations, including OSHA safety standards. We ensure that all our contractors are legally documented, fully vetted through background checks, and trained to follow your security protocols. Our operations are built on trust, ensuring that you can depend on us.

Insured and Assured

Your trust is invaluable, and we honor it by ensuring comprehensive insurance coverage for each account. With General Liability, Worker's Compensation, Automobile Liability, and Fidelity Assurance, we provide a worry-free partnership so you can focus on what matters most to you.

Customer Service: Our Pride, Our Promise

Being an A+ member of the BBB isn't just a badge—it's a responsibility we carry with pride. We are committed to being more than just a service; we aim to be a partner you can rely on. Our dedicated customer service representatives are just a call away, ready to address and resolve any concerns swiftly and effectively. We ensure regular on-site visits and open lines of communication, keeping you informed and in control. In addition, someone is available 24/7 for any after-hour emergencies or issues that may arise.

A Trusted Partner throughout Colorado

We are proud to build long standing relationships with our customers, by living these values everyday. This is why organizations like Town of Parker, Town of Breckenridge, Town of Commerce City and Comfort Dental all choose to work with us.

As the CEO of The Key People, I want to extend my personal assurance that choosing us means choosing a partner dedicated to your success and well-being. We are excited about the possibility of serving you and are ready to be your "Key to Klean!"

Thank you for considering The Key People. We look forward to helping your space shine with cleanliness and professionalism. Please feel free to reach out directly if you have any questions or need further information.

Your cleanliness, our commitment!

Best Regards,

Kyle Beard, CEO

7734 - Weekly Janitorial - 1xwk (Wknd)

Customer Guy Patterson | City of Idaho Springs | 1711 Miner St. | Idaho Springs, CO 80452

Property IS1711MinerSt - City Hall | , 1711 Miner St. | Idaho Springs, CO 80452

Description	Monthly Cost
RECURRING JANITORIAL SERVICES	
Monthly Janitorial	\$495.00

Service Areas and Other Pricing Information

Pricing listed is for City Hall, PD Department and Public Works. Cleaning 1x per week, highest priority on public facing spaces.

Pricing by facility is:

City Hall - \$225.00

Police Station - \$100.00

Public Works - \$145.00

There is also an additional initial cleaning fee of \$225 which includes a detailed cleaning of all 3 facilities (interior windows, window sills, baseboards, floor edges etc). The initial cleaning fee is designed to help bring facilities up to a standard level of cleanliness and helps make maintaining the cleanliness easier in the long term. This initial cleaning service is billed separately from the standard cleaning services.

Floor Work services are also available at the following rates:

Carpet Cleaning - \$0.30/sq ft

Tile/Grout Steam Clean - \$0.80/sq ft

Concrete scrub - \$0.80/sq ft

By Christine Miles

By Guy Patterson

Date 2/14/2025
The Key People, LLC

Date _____
IS1711MinerSt - City Hall

Terms & Conditions

1. This agreement is for a period of one (1) year beginning and ending on the date signed and dated below. This contract shall renew itself automatically if notice is not given by either party 30 days prior to the ending date.

2. In consideration of the above mentioned, the Client agrees to pay the Contractor the monthly sum of the contract (as indicated above in this contract) due on signing and subsequent payments due on the 1st of each month thereafter. Any extra charges will be due in full upon receipt of invoice.

- Contract is subject to cost of living adjustments due to, but not limited to, inflation, labor cost, fuel cost, etc.
- Pricing subject to change in accordance with scope of work adjustment.
- **This proposal, if extended pre-walkthrough, is subject to change if amendments are deemed necessary after the walkthrough has taken place.

3. Services performed which are not specifically described above will be considered 'Additional Services'. Additional services will be billed separately and will be due upon receipt. The performance of and the payment for Additional Services are subject to all the terms and conditions of this Agreement.

4. The Contractor will furnish all materials, labor, and equipment necessary to perform the services specified above.

5. Client is responsible for providing all consumables (i.e. toilet paper, paper towels, trash bags, etc)

6. Either party may terminate this agreement, without cause, by giving the other at least 30 days written notice. The Client agrees to pay all monies due to the Contractor for work completed prior to cancellation of the contract.

7. The Contractor shall stop work if amounts due to the Contractor are not paid by the 15th of each month. Contractor shall charge interest on all outstanding money at a rate of 1 ½ % per month and calculated daily.

8. The Contractor is an independent contractor and the Client assumes no liability for injury to the Contractor or the Contractor's employees, unless such injury is caused by the Client, the Client's agents, or employees. The Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor or its employees. The Contractor shall not be responsible for any damages other than direct damages

By Christine Miles

By Guy Patterson

Date 2/14/2025
The Key People, LLC

Date IS1711MinerSt - City Hall

Payment Schedule

Schedule	Price	Sales Tax	Total Price
	\$0.00		
	\$0.00	\$0.00	\$0.00

General Facilities Guidelines for Service

INITIAL CLEAN: The Key People cleaners will do an initial clean on the property to make sure your space is brought to your specifications. This one-time charge ensures a great continuing relationship between you, the cleaner, and The Key People by giving a platform of quality that will be maintained through the duration of the contract.

DUSTING: File cabinets, copy machines, bookshelves, tables and other furniture will be dusted with a treated dust cloth monthly. Dusting includes open surfaces only; no moving of items to clean underneath will be done.

- Low dusting of chair rails and legs, desks and table legs, baseboards, ledges, vents, etc. will be done monthly.
- High dusting of ledges, picture frames, door frames, vents, etc. will be done monthly,
- Vertical dusting of sides of desks, cabinets, files, bookshelves, etc. will be done monthly.

FURNITURE: Tabletops and counters will be polished or damp wiped each service with approved disinfectant. Upholstered furniture will be vacuumed monthly. Magazines will be stacked or arranged in an orderly manner

DESKS: Desktops will be dusted and/or damp-wiped weekly. Open surfaces ONLY will be dusted/damp-wiped. There will be no moving or picking-up of items to clean underneath. (Keyboards, computer screens, monitors, bases will not be cleaned. Behind the equipment where there are computer cords will not be cleaned.)

TELEPHONES: Telephones will be dusted daily and sanitized weekly.

WINDOWSILLS: Windowsills will be dusted weekly. This includes open surfaces only – this excludes moving of items to clean underneath.

BLINDS: Blinds will be dusted monthly.

CARPETS: Carpets will be vacuumed each service with a commercial power vacuum in all high traffic ways. All carpeting will be thoroughly vacuumed weekly. Edges and corners will be vacuumed as needed.

TILE FLOORS: Tile floors will be thoroughly swept with a treated dust mop. Complete mopping will be done as needed.

MATS & RUNNERS: Mats and runners will be vacuumed each service.

PLASTIC CHAIR MATS: Plastic chair mats will be spot cleaned monthly.

GLASS PARTITIONS: Partition glass will be spot cleaned as needed.

TRASH DISPOSAL: Trash containers will be emptied each service and trash taken to the designated area. Plastic liners from your stock will be installed as needed. Trash containers will be cleaned when needed, excessive washing excluded.

RECYCLING: Recycling can be customized to fit individual needs.

COBWEBS: Cobwebs will be removed from window frames and corners as needed.

WATER FOUNTAIN: Cleaned and sanitized weekly.

ENTRANCE AND RECEPTION AREAS

ENTRANCE GLASS: Glass in entrance doors and receptionist partitions will be cleaned each service on both sides to remove smudges and fingerprints.

FURNITURE: Reception desk and tabletops will be polished or damp wiped each service.

FLOORS: Floors will be vacuumed or swept and damp mopped each service.

RESTROOMS

FIXTURES: Toilet bowls, toilet seats, urinals and sinks will be cleaned and sanitized each service. Bright metal will be cleaned and polished each service.

TRASH CONTAINERS: Trash containers will be emptied each service and trash taken to a designated area. Exterior of containers will be spot cleaned each service. Plastic liners will be installed from your stock.

GLASS: Glass and mirrors will be cleaned and polished each service.

WALLS: Splash marks will be removed from walls around sinks and dispensers each service. Ceramic walls will be spot cleaned each service. Partition walls and doors will be spot cleaned each service, wiped down and sanitized monthly.

DISPENSERS: Dispensers will be cleaned and polished each service and restocked from your supplies.

FLOORS: Floors will be swept, damp mopped and sanitized each service.

KITCHEN, LUNCHROOM AND COFFEE AREAS

FURNITURE: Tables and counter tops will be damp wiped each service. Chairs will be spot cleaned each service.

CABINETS & METAL WORK: Cabinet exteriors will be spot cleaned each service and thoroughly cleaned weekly. Bright metal will be cleaned and polished each service.

TRASH CONTAINERS: Trash containers will be emptied each service and trash taken to a designated area. Exterior of containers will be spot cleaned each service. Plastic liners will be restocked from your supplies.

FLOORS: Floors will be vacuumed or swept and damp mopped each service.

MICROWAVE OVENS: Microwave ovens will be damp wiped and cleaned inside and out as needed.

SPECIALTY CLEANING OPTIONS ARE AVAILABLE AS ADD-ON SERVICES INCLUDING:

- STRIP AND WAX
- SCRUB AND RECOAT
- CARPET CLEANING
- WINDOW CLEANING
- TILE STEAM CLEAN
- SEASONAL PROMOTIONS
- AND MORE!

CONTACT YOUR SALES REPRESENTATIVE FOR MORE INFORMATION!



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

Community Development Planner Communication

Meeting Date: March 10, 2025
To: City Council Members
From: Dylan Graves, Community Development Planner
RE: Community Development Monthly Report
Action Requested: None

Planning Commission Updates – Activities and Progress

Here are some updates from the 3/5/2025 Planning Commission meeting:

- Efficiency Units / Housing not meeting Dwelling Unit or Extended Stay Lodging:

While working on the extended stay lodging ordinance, a potential grey area came up regarding spaces that do not meet the definition of a dwelling unit per the Municipal Code (ISMC) but also do not meet the definition of a hotel or motel room that would be subject to extended stay lodging licensing requirements. Staff identified a potential definition in the existing ISMC that might address this “other” type of housing: a Dwelling, Efficiency Unit, which is defined as follows: *A dwelling unit containing not more than one (1) room or enclosed floor space arranged for living, eating, and sleeping purposes not including bathrooms, water closets, laundry rooms, pantries, foyers, hallways, and other accessory floor spaces. An efficiency unit is also known as a studio-type dwelling unit.* This type of housing currently is not allowed as a use by right in any zone district. At the February PC meeting, we presented a draft ordinance that our attorneys had drafted that would allow it as a use by right in any district allowing multifamily housing. In March, staff clarified a few items that were issues and presented the ordinance to PC for review. PC recommended moving this forward to City Council for review, with a slight change to the definition. This will be coming as a work session item in the near future now that PC has recommended that this move forward.

- Other Housing Items

We are reviewing the *Idaho Springs Housing Policy Analysis* document that Capelli Consulting created as part of our IHOP grant. There are a number of proposed strategies to increase housing in the City – some incentive programs like reduced permit fees; some requirements, such as inclusionary zoning ordinances requiring new development to include affordable housing; or other amendments to allow for additional densities in existing neighborhoods while preserving existing residential character, such as by increasing densities but requiring certain architectural standards that the City currently does not require. Reducing the required minimum square footage requirements could be an additional opportunity to promote housing construction. ADUs is another topic of discussion – we currently allow ADUs in R-E, R-1, R-2, and R-3 but do not do much beyond that to promote ADUs.

There are a lot of opportunities to work on housing code updates, though I caution moving too quickly with updates before two things occur: first, until the MJHA is up and running to help support these efforts; and second, until we undertake our Comprehensive Plan update to get updated community priorities and objectives in place. Further, PC thought that it may be wise to hold off on spending too much time on housing amendments until we find what impact the Fieldhouse project has on rental demand in the City. Adding 119 units may have a big impact on housing need in the City and before spending too much time on additional housing changes, it may be wise to collect data on the impact of the new development. They do want to move forward with research on how to promote and incentivize ADU development that is community-serving (i.e. ADUs that are rented out to a local worker or a family member, rather than ADUs that can be used for general purposes). More to come on this item.

Sites and Facilities Committee

The Sites and Facilities Committee met on Monday, February 24th. They have been working on their Preservation Plan for the City's historic sites and facilities. The Committee discussed edits that are needed and are currently working on finalizing the document. This is nearing completion and is likely going to be ready for Council review and adoption in March or April. From there, Sites and Facilities will begin working on focused efforts, as needed, for individual projects, such as signage and interpretation at individual sites. At the April Sites and Facilities meeting, we will be talking about interpretive signage for the City's sites and facilities.

HPRC

HPRC met on February 25, 2025. At this meeting, HPRC mentioned a desire to assist with the Comprehensive Plan, specific to the Historic Element. I believe that this would be positive since they have a lot of expertise on the subject. In addition to this, they discussed potential work plan items for the near future, including:

- Clarifying the two-block historic district buffer mentioned in Section 21-105. This would likely require a code amendment to improve the strength of this requirement, which recommends that any new development in a two-block radius of the Historic District contain compatible architectural design and scale.
- Preparing a grant application to start work on a residential historic district, which is a recommendation from the Historic Survey Resource Plan from 2022. This plan recommends creating a residential historic district along Colorado Boulevard from approximately 17th Avenue to 4th Avenue. The benefits of a residential historic district would be giving property owners the ability to get tax credits for any restoration or rehabilitation work and would be creating certainty about what could be developed within the district (no redevelopment with modern architectural design, for example).
- Working on creating a resource library of preservation resources – books, NPS literature, etc.
- Updates to the website.

Upcoming items/development review projects:

There are a few noteworthy items coming to the City for review in the next few weeks/months.

- On the agenda tonight we have a first reading of an ordinance amending the ISMC to waive the requirement that a variance board member be a city resident if they can demonstrate expertise and/or familiarity with building, planning, construction, design, architecture, engineering, or other relevant subject matter. This will have second reading for review/action in April in accordance with ordinance requirements.
- There will be a first reading of an ordinance for a CUP to allow for employee camping at 95 E. Idaho Springs Rd. This was approved by Council last year on a one-year, trial basis. AVA Rafting and Zipline has come back to the City to attempt to get a further approval. Expect to see a public hearing on this item in April once it gets through Planning Commission. First reading is expected to take place on March 24th but we will not review this item in detail until April 14th at second reading.
- A 1041 application for the next phase of the CDOT Floyd Hill project is anticipated in the next few months.
- I will be presenting on the Comprehensive Plan kick-off at the March 24, 2025 City Council meeting.



Office of the Deputy City Clerk

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

- ✓ Building Permit Report
- ✓ During the 19 working days of February 2025, the City received and processed 1107 incoming calls.
- ✓ There will be an STR lotto held Friday March 14th, 2025 for the 1 available Short Term Rental License. The City has received two letters of intent for this one license.
- ✓ As long as the state released the sales tax numbers, I intend to have that report ready and available for council at this meeting, and I will update the public record once those numbers are available.

Permits Details

Permit Acceptance Date:02-01-2025 - 02-28-2025

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 Permit Status		Commercial Remodel Voided																		
02/26/2025	1517 Miner Street, Idaho Springs	25IDSP-00020	Fox Mechanical LLC	Commercial Alteration		02/26/2025	02/26/2025		03/12/2025	Voided	Not Started	Not Started	Safebuilt Plan Review	Building, Mechanical, Plumbing		1	1	No	\$3,500.00	\$229.13	\$0.00
Count: 1																				Total: \$3,500.00	
Count: 1																				Total: \$3,500.00	
	Permit Type Permit Status		Furnace Replacement Completed																		
02/05/2025	1446 Virginia Street, Idaho Springs	25IDSP-00015	Lalonde Heating and Cooling	One Stop	02/06/2025	02/25/2025				Completed								No	\$6,000.00	\$190.00	\$190.00
Count: 1																				Total: \$6,000.00	
	Permit Status		In Progress																		
02/18/2025	2507 Miner Street, Idaho Springs	25IDSP-00017	Mac-Vik Plumbing & Heating	One Stop	02/19/2025					In Progress								No	\$4,922.14	\$173.83	\$173.83
02/25/2025	1002 Colorado Boulevard, Idaho Springs	25IDSP-00018	Lalonde Heating and Cooling	One Stop						In Progress								No	\$16,500.00	\$347.50	\$0.00
Count: 2																				Total: \$21,422.14	
Count: 3																				Total: \$27,422.14	
	Permit Type Permit Status		Residential Roof - Asphalt In Progress																		
02/07/2025	215 Colorado Boulevard, Idaho Springs	25IDSP-00016	Summit Roofing and Gutters	Residential One Stop	02/07/2025					In Progress								No	\$14,500.00	\$317.50	\$317.50
Count: 1																				Total: \$14,500.00	
Count: 1																				Total: \$14,500.00	
	Permit Type Permit Status		Water Heater In Progress																		
02/25/2025	2051 Miner Street, Idaho Springs	25IDSP-00019	Spring Valley Services	One Stop	02/25/2025					In Progress								No	\$8,725.00	\$205.88	\$205.88
Count: 1																				Total: \$8,725.00	
Count: 1																				Total: \$8,725.00	
	Total Permits:	6																		Valuation Total:	\$54,147.14



TO: City Council
AGENDA: 03-10-2025 City Council WS & Regular Meeting
DATE: March 10, 2025
ITEM 18.c: Sales Tax Report amended to packet 03.10.2025

Staff Report

Attachments:

1. March 2025 Sales Tax Report

	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	\$357,076.65	-2.39%	2.51%	1,073,177.65	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%	-23.13%	1,073,177.65	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%	-40.32%	1,073,177.65	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%	-49.11%	1,073,177.65	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%	-56.29%	1,073,177.65	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%	-63.34%	1,073,177.65	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%	-69.13%	1,073,177.65	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%	-69.13%	1,073,177.65	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%	-72.55%	1,073,177.65	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%	-75.02%	1,073,177.65	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	\$1,073,177.65				
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: March 06, 2025

Subject: Staff Report for March 10, 2025

Request for Action:

Chief Buseck Attended:

02/20: Jeffcom 911 Grand Opening, new Golden location
Andy meeting

02/21: Police station design

02/25: Police station design
Police station design
Department Heads

02/26: Police station design- evidence, locker systems
Flock Kick Off
Jeffcom911 process meeting
Police station - budget/design options

02/27: Clear Creek OEM MAC/LEPC
Property/Evidence Annual Inspection
Spring cleaning at PD

02/28: Police station design

03/04: Police station design

03/05: Police station design - IBC Code Consultant

Training:

02/24/25-02/26/25 Two officers attended FTO School (Fort Collins, CO)

Upcoming Training:

03/06/25: Two supervisors will attend "Motivating Workers at Various Levels of Commitment" (Zoom)

03/19/25: Two officers will attend Advanced Search and Seizure (Denver, CO)

Code Enforcement:

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

Staffing:

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

Significant Incidents:

On February 20th, 2025, ISPD was notified of a potential protection order violation in the 2700 block of Miner Street. When an ISPD officer arrived, he recognized a pair of shoes sitting on the porch from an arrest he made the night before. Upon greeting the protected individual, the officer observed the male suspect sitting on the couch and confirmed he was the same individual the officer arrested the previous night. This male party was positively identified, arrested, and taken to jail for violating the restraining order.

February 20, 2025, ISPD officers responded to the 300 block of Colorado Blvd after receiving a report of a prior felony menacing incident. The male reporting party stated that another male had threatened him with a knife. By the time the officers arrived, the suspect had already left the scene. While the officers spoke with the victim, the suspect returned to the residence. The officers determined there was probable cause to arrest the suspect and ultimately charged him with assault.

During the investigation of the menacing incident, a female bystander informed the officers the suspect had brandished the knife in her defense because her boyfriend had assaulted her. As a result, the boyfriend/original suspect was also charged with assault and domestic violence related to another victim.

March 1, 2025, ISPD received a report from a male party residing in the 2000 block of Miner Street. He stated the tires/rims had been stolen from his truck during the night. This case is open and remains under investigation.



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: 2/24/2025
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

REQUEST FOR ACTION: None

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	8	0.39	0.95	7.54

- Reactor 1 acclimated and running well. Reactor 2 Drain Started.
- Continued control narrative for Automated Digester upgrade. New sensor install plan.

WATER

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

- New PFAS testing required by CDPHE- February results back - BDL
- Filter pinning
- MOR complete and submitted.
- CCR info gathering

What you need to know now about I-70 Floyd Hill Project construction:

Key Messages

- Rock blasting operations continue, requiring hundreds of traffic holds on I-70 and corresponding impacts to nearby roads and ramps. These operations are required for crews to build bridges and straighten roadway curves to improve motorist safety and sight distance. The best way to stay informed is by texting floydhill (one word, lowercase) to 21000
- Expect traffic shifts along eastbound I-70 between Hidden Valley/Central City Parkway (Exit 243) and US 6, and westbound I-70 near the US 6 interchange to facilitate construction.

I-70 Floyd Hill Deconstructed Video Series

The I-70 Floyd Hill Project team introduced a new video series called “I-70 Floyd Hill Deconstructed” in late 2023. This video series gives you a behind-the-scenes view of the Project and allows you to meet the people who are building the Project. Check out some of our favorite videos below!

- [Shotcrete Walls](#)
- [Winter Construction](#)
- [Project Design](#)
- [Environmental Efforts](#)
- [Safety on the Corridor](#)
- [Wildlife Mitigation Efforts](#)

Call *CSP When Encountering a Colorado Road Cheetah

Since the *CSP (*277) program was implemented in July 1998, Colorado motorists, bicyclists and pedestrians have reported thousands of “real-time” aggressive drivers and suspected DUI drivers. In 2024, Colorado State Patrol emergency dispatchers answered nearly 55,000 total *CSP calls with 56% (30,779) related to road rage or aggressive driving.

While many behaviors indicate aggressive driving or a road rage situation, some of the most notable behaviors include:

- Excessive speeding
- Tailgating
- Honking in anger
- Making angry gestures
- Passing on the right
- Showing a weapon
- Weaving in and out of traffic
- Getting out of the vehicle to confront another driver

If you see these behaviors, you are encouraged to find a safe spot to pull over. Then, contact the Colorado State Patrol by calling *CSP (*277). Be prepared to provide the following information: vehicle description, license plate number, location and direction of travel, driver description, and the driving behavior being demonstrated. In addition, all emergency calls can be made to 9-1-1.

Remember - I-70 isn't just a highway, but where people work. Do your part to help keep road construction and maintenance workers safe!

Public Outreach Statistics as of Feb. 26, 2025

- 14,604 - text alert subscribers
- 3,479 - e-blast subscribers
- 381 - emails received and responded to
- 316 - text alerts sent
- 205 - project hotline calls
- 98 - e-blasts sent
- 83 - presentations delivered

Project Benefits

- Add a third westbound I-70 travel lane in this two-lane bottleneck. This new lane will be a full-time, tolled Express Lane from just west of Homestead Rd. (Exit 247) through the Veterans Memorial Tunnels to Colorado Blvd./Idaho Springs (Exit 241).
- Rebuild bridges due to wear and tear and heavy usage.
- Construct a missing two-mile section of the frontage road between US 6 and the Hidden Valley/Central City Parkway interchanges, which will improve emergency response.
- Build an extended on-ramp from US 6 onto eastbound I-70 for slow-moving vehicles to have more room to merge.
- Improve traffic flow and access at interchanges and intersections.
- Improve sight distance and safety by straightening roadway curves.
- Improve the Clear Creek Greenway trail.
- Implement environmental mitigation to enhance wildlife connectivity, air and water quality, stream conditions and recreation.
- Install two permanent air quality monitors.

Stay Informed

- Project website: codot.gov/projects/i70floydhill
- Project email: cdot_floydhillproject@state.co.us
- Project hotline: 720-994-2368
- Text alerts: Text floydhill to 21000
- Real-time traffic information: [COtrip.org](https://cotrip.org)



Proclamation

Steve Indrehus of Tommyknocker Brewery and Pub Celebrating its 30th Anniversary

Whereas, Steve Indrehus is the President and Director of Operations for Tommyknocker Brewery and Pub;

Whereas, Tommyknocker is celebrating its 30th Anniversary as a primary, community-focused business in the downtown historic district of Idaho Springs;

Whereas, Steve has always been the first to say “yes” when asked to sponsor, volunteer, or lend a hand and is an integral part of many projects that enrich our City;

Whereas, Steve’s dedication knows no bounds, whether he is climbing ladders to help restore a mural, setting up tents for community events, or serving beer and fantastic food at our celebrations;

Whereas, Steve is also a trusted collaborator and a listening ear for other local business owners, constantly fostering communication and strengthening our business community;

Whereas, Steve’s kindness, enthusiasm, and can-do spirit are evident in everything he does, and we greatly appreciate his pivotal role as a business and community leader;

Now, therefore, be it resolved that I, Mayor Chuck Harmon, recognize Steve Indrehus for his incredible contributions to our community and his unwavering support of Idaho Springs. I also congratulate Tommyknocker Brewery and Pub on its 30th Anniversary as a successful business in our historic downtown.

In Witness Hereof, I hereunto set my hand on behalf of the City Council and cause to be affixed the official seal of Idaho Springs, Colorado on this 10th day of March, 2025.

Chuck Harmon, Mayor



TO: City Council
AGENDA: 03-10-2025 City Council WS & Regular Meeting
DATE: March 10, 2025
ITEM 24.c: Letter of Support CCC Planning Capacity Grant Program

Staff Report

Attachments:

1. CCRHA LPC Letter of Support 3.10.25



City of Idaho Springs
1711 Miner Street, PO Box 907
Idaho Springs, CO 80452
303.567.4421 | Fax 303.567.4955

March 10, 2025

Robyn DiFalco, LPC Grant Program Manager
c/o Colorado Department of Local Affairs
Division of Local Government
1313 Sherman Street, Suite 521
Denver, CO 80203

Re: Local Planning Capacity Grant Program Letter of Support

Dear Ms. DiFalco:

On behalf of the City of Idaho Springs, this letter is to serve as a full endorsement for Clear Creek Regional Housing Authority's application to DOLA's Local Planning Capacity Grant with Clear Creek County acting on behalf of the Authority as the lead fiscal agent.

Last fall, the City of Idaho Springs joined the County and the other municipalities in signing an intergovernmental agreement establishing the CCRHA. It is abundantly clear to all that this regional approach is the best way to address the serious issue of affordable, obtainable housing for our citizens. To that end, this grant will be instrumental in assisting the Authority in quickly standing up and becoming a fully functioning entity. We also believe the Authority will help in achieving Proposition 123 requirements, including implementation of our fast-track requirement and our local commitment to increase affordable housing units by 2027.

Thank you for your consideration of this application. Please do not hesitate to contact me if necessary.

Sincerely,


Chuck Harmon
Idaho Springs Mayor