



CITY OF IDAHO SPRINGS
1711 Miner Street
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Telephone (303) 567-4421
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NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Tuesday, November 12, 2024 – 5:30 p.m.

**NOTICE AND AGENDA OF
WORK SESSION**
Tuesday November 12th, 2024 5:30 p.m.

- ❖ Clear Creek Fire Authority IGA Renewal

**NOTICE AND AGENDA OF
JOINT WORK SESSION of the IDAHO SPRINGS CITY COUNCIL and the
IDAHO SPRINGS PLANNING COMMISSION**
Tuesday November 12th, 2024 5:30 p.m.

- ❖ Extended Stay Hotel Regulations

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

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

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



TO: City Council and Planning Commission
CC: City Administrator Andrew Marsh
FROM: Dylan Graves, Community Development Planner
SUBJECT: Extended Stay Hotels/Motels Regulations
MEETING DATE: November 12, 2024, Joint Work Session

The scope of this joint work session is to discuss an ordinance prepared for extended stay lodging operations within the City of Idaho Springs. The ordinance seeks to create operational requirements and a licensing system by which these requirements would be enforced. It would create a new section of the Idaho Springs Municipal Code (ISMC), Section 21-35. The intent of the proposed ordinance is to create minimum standards and requirements for long-term, extended stays in spaces that were built for overnight, short-term, transient lodging, rather than for long-term occupancy. The hope is that this ordinance will provide residents of these types of housing with higher standards of living and provide higher levels of health, safety, and welfare by requiring routine inspections, requiring registration of extended stay units, and by requiring minimum facilities for residents.

City staff sent out public notices for this meeting, which were posted in the Clear Creek Courant and on the City's website. City staff also sent a notice to property owners who may be affected by the ordinance and associated new regulations, if approved.

BACKGROUND

The Planning Commission has been working on regulations related to extended stay hotel and motel occupancy since approximately 2021, but it had been tabled for some time before being picked up again in early 2024. Since then, the Planning Commission has had several meetings this year to discuss this topic. They discussed extended stay hotels and motels currently operating within City Limits and discussed the best ways to manage and regulate this type of housing. The Idaho Springs Planning Commission, after several meetings, recommended that these regulations be adopted at the August 7, 2024, Planning Commission meeting by a vote of 4-0. The ordinance was then taken to City Council. City Council approved the first reading of the ordinance at the Council meeting on August 26, 2024, by a vote of 4-0. Scott Pennell, Kate Collier, and Janine Mariani were absent from the meeting for the first reading.

At the second reading of the ordinance, when the public hearing was held, City Council identified several issues that Council believed needed additional attention before the ordinance could be approved. City Council requested a joint work session to work through those issues and get the ordinance to a place where both the City Council and Planning Commission could support the contents. This report will focus on the issues, as Staff understands them.

In consultation with the Planning Commission, staff drafted proposed language creating minimum standards for extended stays and for the establishment of a licensing program that requires hotel operators offering extended stays to submit minimum documentation to receive a license to allow extended stays within their hotel.

To frame the discussion, here is the background about what the draft ordinance included.

The following definitions are proposed:

Sec. 21-35. – Extended Stay Lodging.

(A) Definitions.

- (1) *Extended Stay Lodging* means the renting of a room, unit or other portion of a hotel or motel for a duration of stay greater than twenty-nine (29) consecutive days. The duration of stay shall be calculated based upon the number of nights of occupancy by a guest within the licensed premises as a whole rather than within one particular room, unit or defined area.
- (2) *License* means an extended stay lodging license issued pursuant to this Section.

The proposed ordinance draft requires any lodging operators wishing to rent extended stay rooms to file a completed application form with the City Clerk's office, which includes the business name and address; a floor plan of the establishment illustrating the specific rooms, units or areas to be used for extended stay lodging; individual floor plans of each extended stay room, unit, or area, including square footage calculations; and a detailed floor plan illustrating all amenities and features included as part of the extended stay operation. Licenses are proposed to require renewal annually. The draft ordinance requires that operators submit applications for extended stay lodging by January 1, 2025.

An operator would be able to designate their entire premises as extended stay lodging or could designate specific rooms, units, or areas if the proposal meets all required standards. Operators could also choose not to obtain a license at all, so long as their business offers stays that are not extended in nature.

The draft ordinance also proposes minimum standards that are required for extended stay lodging, including:

- Extended stay lodging areas shall be designated on a building floor plan and no other areas may be offered or used for such purpose.
- Every room licensed for extended stay lodging shall prominently display on the inside of the main entrance door of the room a statement that such room is licensed pursuant to this Section.
- Guest personal possessions may not be stored on exterior balconies, interior corridors, or in a manner that prohibits adequate movement and ingress/egress within a unit and/or licensed premise.
- The following amenities shall be available to all extended stay lodging guests:
 - Twenty-four hour desk staffing;
 - Universal wireless internet included within rental rate;
 - In-room or common area laundry facilities; and
 - Secure storage (either in-unit or in a common area).
- Cooking facilities must be available on the premises, either in each individual room approved for extended stay lodging or in a shared, communal kitchen accessible at all times. Kitchen facilities shall include, at minimum:
 - Cooktop, microwave, stove unit, or equivalent cooking appliance;
 - Full-size refrigerator;
 - Full-size kitchen sink; and
 - Communal seating space.

For operations where no permanent cooking/kitchen facilities are available, the draft ordinance would require the premises to be modified to include said facilities. This may require building permits and associated expenses to comply with this requirement. Operators would need to find a space where they could install these facilities on their premises. For operators who already have private or shared kitchen facilities no expenses would likely be necessary, except any expenses required to bring code violations into compliance.

PURPOSE OF PROPOSED ORDINANCE

City staff and the Planning Commission began working on regulations surrounding extended stay occupancy in lodging facilities at the request of City Council several years ago after it was identified that there are long-term tenants living in facilities designed and constructed for transient, short-term occupancy. This includes both existing hotels and motels but also facilities that were constructed as hotels or motels but were at some time converted to long-term lodging only. In the latter case, the intent of the ordinance would still apply if the facilities did not go through a change of use to ensure that they were suitable for use as long-term residential units. Residential units have different building code standards and have different land use definitions and needs as compared to short-term, transient lodging rooms.

The key reasons to adopt an ordinance to regulate and manage these types of extended stays in facilities constructed for short-term lodging are as follows, though the following list may not be exhaustive:

1. Health, safety, and welfare of City residents

Establishing a licensing system to identify spaces that are being used for long-term occupancy and requiring annual or biannual inspections of those spaces ensures that there are not any health, safety, or welfare concerns and that any dangerous conditions are identified and addressed routinely. The licensing system will hopefully raise the minimum standard of living for City residents who choose to occupy these spaces.

2. Assurance that minimum standards and facilities are provided to residents of extended stay lodging spaces

By requiring permanent, private or communal cooking facilities, the City ensures that residents of these spaces have access to basic resources that promote a healthy living environment for residents. Some residents may have to rely on cooking appliances that use a 110-volt outlet (microwave, air fryer, toaster, etc.) and may not have access to any sink besides a bathroom sink. While it is not a certainty that all or even most residents of these operations will use a communal kitchen if provided one, having the facilities at their disposal provides residents with an option to use actual kitchen facilities if they so choose, which the ISMC requires for any single-family or multifamily dwelling unit. Requiring kitchen facilities – either in-room or in a communal style – aligns these facilities with existing City regulations for dwelling units and creates a “co-living” or “shared amenity” style living situation that is common in other communities in Colorado and elsewhere.

3. Gives landlords and owners of commercial extended stay lodging facilities a way to more easily comply with Code requirements than if they had to convert existing spaces to official residential dwelling units

City staff believe that the proposed ordinance benefits property owners and lodging operators while also benefiting residents. The ISMC defines a dwelling unit in the following way:

Dwelling unit. One (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building. "Dwelling unit" does not include extended stay hotels.

To be considered a dwelling unit, a space needs to contain one or more rooms, a single kitchen, and at least one bathroom. Many existing hotels – and former hotels – in the City do not meet the definition of a dwelling unit. As such, these spaces are not code-compliant if used for long-term occupancy, whether they still operate as a hotel or motel or if they have been fully converted to long-term use. If a property owner wished to officially convert their lodging building into an apartment or condo complex, they would need to convert all of their rooms to comply with ISMC regulations and building code requirements. This is a potentially much more costly process than building one communal kitchen and calling their operation an extended stay lodging facility.

City staff believes that the proposed ordinance gives both current and former lodging operations an easier path towards compliance than if lodging facilities were required to officially convert to a residential structure containing multiple dwelling units.

ISSUES / CONCERNS IDENTIFIED AT SEPTEMBER 23, 2024, COUNCIL MEETING

Several concerns were identified during the public hearing of the second reading of the proposed ordinance, which occurred on September 23, 2024. These concerns led City Council to table the ordinance and request a joint work session with the Planning Commission. The following issues were raised:

1. **Timeline for licensing and compliance**

City Council expressed some concern about the timeline for licensing and compliance that was included in the draft ordinance. The draft stated that operators would have until January 1, 2025, to apply for a license and have until March 2025 to be fully in compliance with new regulations. There was concern that this timeline was too short given the potential modifications and expenses that property owners would need to invest to comply with the regulations.

Although City Staff believes that these regulations should be implemented as quickly as practicable to bring about better conditions for renters in these types of facilities, Staff also agrees that this timeline would have been difficult to enforce. Staff would recommend July 1, 2025, or January 1, 2026, as a compliance date if these regulations are ultimately adopted.

Request for Direction:

What is the desired date on which the ordinance, if approved, would go into effect?

2. Clarification on the type of properties that the ordinance may affect

At the City Council meeting, there was some confusion about the properties to which the draft ordinance would apply. There are several structures in the City currently used for long-term occupancy that no longer function as short-term lodging uses in any way. Given that the proposed ordinance refers to the renting of a hotel or motel room for a period of more than 29 days, there is confusion about whether a property that does not currently operate as a hotel or motel and does not offer any rooms on a short-term basis would be subject to these regulations. How does the ordinance address former lodging buildings that have been converted into long-term rentals without going through a formal process to change the use from commercial lodging to multifamily residential?

City staff believes that the intent is that these regulations should apply to any structure that was designed and built for short-term, transient lodging – even if that use no longer exists on-site. If a property owner approached the City and stated that they wanted to operate as a multifamily residential use in their existing hotel or motel structure, the property owner would have to bring the building into compliance with residential building codes and modify the individual rooms to comply with City standards for multifamily residential units. This would include the requirement that each unit has a kitchen. It would also include the minimum size requirements for an efficiency unit described in Sec. 21-61 of the ISMC:

District	Dwelling Type	Minimum Gross Square Footage
R-E	Single-family	1,200
R-1	Single-family	850 (a)
R-2, R-3 & R-M	Single-family attached and detached	850 (a)
R-3 & R-M	Multiple-family Efficiency Unit (studio)	400 (a)
R-3 & R-M	Multiple-family 1-bedroom apartment	550 (a)
R-3 & R-M	Multiple-family 2-bedroom apartment	720 (a)
R-3 & R-M	Multiple-family 3-bedroom apartment	900 (a)
R-3 & R-M	Multiple-family over 3-bedroom apartment	Add 200 sq. ft. for each bedroom to the 3rd bedroom
R-E & R-1	Accessory Dwelling Unit (ADU)	200 (a)

Multi-family efficiency units are required to have a minimum gross square footage of 400 square feet, for example.

If the ordinance as written does not apply to former lodging facilities that have been previously converted into long-term use and no longer function as a short-term lodging option and the Planning Commission and City Council do not wish to have the ordinance apply to these types of facilities, how should City staff address them? Staff do not believe that they meet the definition

of a dwelling unit but are unsure whether any form of enforcement would be possible or appropriate. Nevertheless, making sure that these situations are addressed in some way would appear to be beneficial to ensure that residents are provided suitable facilities to meet health, safety, and welfare standards.

Request for Direction:

Does Planning Commission and City Council believe that the ordinance should apply to all operations as listed above? Does Planning Commission or City Council believe that clarification is needed about who the ordinance applies to and if so, what appears to be unclear that can be modified and improved?

Several choices and ideas as to possible scopes of the Ordinance include:

- Applies to multi-unit properties only (implied by some of the requirements)
- Does not apply to extended-stay rentals of single-family and two-family dwelling units that meet minimum building code requirements for same
- Other ideas to help clarify scope?

3. Necessary minimum standards and the costs associated with retrofitting spaces

Another concern raised at the City Council meeting was the potential costs associated with retrofitting a structure to meet the minimum standards that the draft ordinance required.

Some of these facilities currently do not have an on-site kitchen or do not have communal spaces that residents can use. It is true that if a facility does not already have a kitchen on-site, there will be costs associated with building this space. At minimum, running a 220-volt electrical outlet or a gas line for a permanent stove would likely be required. Additionally, for facilities that do not have any communal areas, building owners may need to convert an existing room into a kitchen to comply, which would have costs associated with retrofitting in addition to decreased revenues from the loss of a rental room.

Although some costs may be incurred by operators, the benefits it would provide to residents of the facility are important. Some facilities likely already have kitchen facilities on-site and others could retrofit their structures to comply with relative ease, while others may not. Regardless, Staff believe that there is an argument that the public health and welfare benefits associated with this requirement outweigh the costs to a private property owner in this case. Food insecurity and lack of access to the ability to prepare nutritious meals have appreciable impacts on public health. While it is acknowledged that the proposed ordinance on its own likely does not address the issue in a substantial way on a community-wide level, it does provide residents with access to kitchen facilities that can help address these types of issues.

Further, the ISMC requires dwelling units in the City to contain kitchen facilities; requiring property owners of these existing and former lodging facilities to also comply with that regulation aligns these facilities with any other rental property in the City. However, whereas other rentals are required to have one kitchen per dwelling unit, the extended stay lodging ordinance would allow operators to provide only one kitchen to be shared by all residents of the facility.

For those reasons, staff believes that potential costs associated with compliance would be reasonable. That said, staff would like input from Planning Commission and City Council about what is reasonable to require as part of an extended stay lodging operation.

Requestion for Direction:

Is this the direction that City Council and Planning Commission would like to take? If not, what standards need to be changed?

4. Notification of affected property owners

City Council requested that staff notify property owners of these proposed regulations. This request has been accomplished with a mailing to affected property owners and a posting in the Clear Creek Courant that includes the date, time and location of the joint City Council and Planning Commission work session on November 12. As is the practice for any ordinance under consideration for adoption by City Council, this proposed extended stay ordinance was published in the Clear Creek Courant on September 5, 2024, in connection with the first reading.

FINAL QUESTIONS

What other concerns does Planning Commission or City Council have with the proposed ordinance that staff did not include in this memo? Are there any additional changes or issues not contemplated in this report?

What are desired next steps for this ordinance that City staff can complete to keep this moving towards ultimate approval? Staff suggests that potential changes to the Ordinance be considered and recommended at the next Planning Commission on December 11 and then presented for consideration of adoption at the regular City Council meeting on January 13, 2025.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 18, Series 2024

AN ORDINANCE ADOPTING EXTENDED STAY LODGING LICENSING AND OPERATIONAL REQUIREMENTS AS A NEW SECTION 21-35 OF THE IDAHO SPRINGS MUNICIPAL CODE

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 Article 23 of Title 31, C.R.S., the City possesses the authority to regulate the zoning and use of land within its jurisdiction; and

WHEREAS, pursuant to C.R.S. § 31-15-501, the City possesses the authority to regulate and license any commercial enterprise conducted within the City; and

WHEREAS, the City has recently experienced a proliferation of hotels and motels which provide lodging for guests outside of the traditional short-term transient lodging experience; and

WHEREAS, as more citizens continue to occupy hotels and motels for long-term residential purposes, the City Council desires to ensure City motels and hotels are safe and suitable for extended stays; and

WHEREAS, the Council desires to regulate those hotels and motels within the City that offer extended stay lodging in order to better ensure the welfare of people who reside in the same.

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

Section 1. Division I of Article III of Chapter 21 of the Idaho Springs Municipal Code is hereby amended by the addition of a new Section 21-35, to read in its entirety as follows:

Sec. 21-35. – Extended Stay Lodging.

(A) Definitions.

(1) *Extend Stay Lodging* means the renting of a room, unit or other portion of a hotel or motel for a duration of stay greater than twenty-nine (29) consecutive days. The duration of stay shall be calculated based upon the number of nights of occupancy by a guest within the licensed premises as a whole rather than within one particular room, unit or defined area.

(2) *License* means an extended stay lodging license issued pursuant to this Section.

- (B) Extended Stay Lodging License Required. It is unlawful for any person, either directly or indirectly, to conduct or provide extended stay lodging without first obtaining and maintaining a license.
- (C) License application form; processing.
 - (1) License applicants shall file a completed application with the City Clerk's office on a form provided by the City.
 - (2) A completed license application shall contain the following information:
 - (a) The business name and address of the applicant;
 - (b) A floor plan of the establishment illustrating the specific rooms, units or areas to be used for extended stay lodging;
 - (c) Individual floor plans for each proposed extended stay lodging room, unit or area, including square footage calculations; and
 - (d) A detailed floor plan illustrating all amenities and features required pursuant to subsection (D) below.
- (D) Minimum Standards for Operation.
 - (1) Extended stay lodging areas shall be designated on a building floor plan and no other areas may be offered or used for such purpose.
 - (2) Every room licensed for extended stay lodging shall prominently display on the inside of the main entrance door of the room a statement that such room is licensed pursuant to this Section.
 - (3) Guest personal possessions may not be stored on exterior balconies, interior corridors, or in a manner that prohibits adequate movement and ingress/egress within a unit and/or licensed premise.
 - (4) The following amenities shall be available to all extended stay lodging guests:
 - (a) Twenty-four hour desk staffing;
 - (b) Universal wireless internet included within rental rate;
 - (c) In-room or common area laundry facilities; and
 - (d) Secure storage (either in-unit or in a common area).
 - (5) Cooking facilities must be available on the premises, either in each individual room approved for extended stay lodging or in a shared, communal kitchen accessible at all times. Kitchen facilities shall include, at minimum:
 - (a) Fixed cooktop appliance;
 - (b) Full-size refrigerator;
 - (c) Full-size kitchen sink; and
 - (d) Communal seating space.

(6) Each licensed premise shall otherwise remain compliant with all other requirements and standards of the City and of this Code.

(E) License Renewal and Inspection Requirements.

(1) The City shall perform an inspection of the proposed licensed premises prior to the issuance of an extended stay lodging license.

(2) Thereafter, the City shall perform annual compliance inspections of the licensed premises at time of license renewal.

(F) Implementation Schedule.

(1) It is the intention of the City that existing hotels and motels offering extended stay lodging be given sufficient time to make the operational and physical modifications and improvements necessary to satisfy the eligibility requirements of this section. Accordingly, the following implementation schedule for this section is adopted:

(a) Existing hotels offering extended stay lodging shall have until January 1, 2025, to file a license application and until March 1, 2025 to obtain a license.

(G) Suspension and revocation; appeal

(1) Each license is subject to suspension and revocation proceedings as follows:

(a) The City Administrator is authorized to suspend or revoke any license, upon at least seven (7) calendar days' written notice via United States Postal Service first class mail to the licensee stating specific date of the hearing, the contemplated action and, in general, the grounds therefor, and after a reasonable opportunity for the licensee to be heard, upon a finding that:

1. The licensee has failed to pay the annual license fee or any other applicable tax;
2. The license application has been found to contain a falsehood or material misrepresentation or omission;
3. The licensed premises are found to have been constructed, altered or operated in a manner contrary to the application or in violation of any term or condition of the license or in violation of this Section or of this Code;
4. The licensee has failed to furnish any information that is required to be provided to the City under this Section or this Code; or

5. Any fact or condition exists which, if it had existed or had been known to exist at the time of the application for the license, would have warranted the refusal of the issuance of the license.
- (b) The City Administrator shall issue a written decision within ten (10) days of the date upon which the licensee is provided the opportunity to be heard, and shall provide the same to the licensee to the mailing address indicated on the license application or such other address or by such other means (such as electronic mail) as requested by the licensee.
- (c) A licensee may appeal a decision by the City Administrator to suspend or revoke his or her license by filing written notice of such appeal, including the specific reasons the Administrator's decision is in error, with the City Clerk within ten (10) days of the date of the Administrator's decision.
- (d) Any appeal timely filed under subsection (G)(iii) above shall be heard and decided by the Planning Commission at their next regularly scheduled meeting, applying the same procedural and substantive guidelines as the City Administrator under subsections (b) and (c) hereof. The Planning Commission's decision shall be the City's final decision on the matter.

Section 2. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

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

INTRODUCED, READ AND ORDERED PUBLISHED, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 26th day of August, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after public hearing at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Tuesday, November 12, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the November 12, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from October 28, 2024.
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to November 12th, 2024
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
12. **RESOLUTIONS**
 - a) Resolution #24, Series 2024 A Resolution Approving the 2024 Amended and Restated Intergovernmental Agreement Concerning the Clear Creek Fire Authority.
13. **ORDINANCE FIRST READING**
14. **ORDINANCE SECOND READING**
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
 - a) No staff report submitted.
17. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** – No staff report submitted.
 - b) **Community Development Planner** – No staff report submitted.
 - c) **Deputy City Clerk** – Staff report submitted with no requests for action.
18. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action.
19. **PUBLIC WORKS DEPARTMENT**
 - a) Staff report submitted with no requests for action.
20. **WATER FACILITIES DEPARTMENT**
 - a) Staff report submitted with no requests for action.
21. **COMMITTEE REPORTS**
 - a) Annual Idaho Springs Cemetery Update
22. **CITY CLERK/TREASURER**
23. **MAYOR / COUNCIL**
24. **EXECUTIVE SESSION**
25. **ADJOURN**
 - a) Next Work Session Monday November 18, 2024.
 - b) Following Work Session Monday November 25th, 2024
 - c) Next Regular Meeting on Monday, November 25th, 2024

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

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

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

[https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment 1.pdf](https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf). For remote Public Comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>

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

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

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

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
October 28, 2024**

The City Council of the City of Idaho Springs held a regular meeting on October 28, 2024, in the city council chambers. Mayor Harmon called the meeting to order at 7:02 p.m.

Answering the roll were: Mayor Chuck Harmon, Councilmember Scott Pennell and Councilmember Janine Mariani, Councilmember Lisa Manifold and Councilmember Kate Collier. Mayor Pro Tem Jeremy Jones attended the regular meeting via ZOOM and 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 Attorney Kick Klein and Water Facilities Superintendent Edward Sigward

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Mariani moved to approve the agenda to October 28th, 2024 Councilmember Collier seconded. Second was followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Pennell moved to approve minutes from October 14th, 2024. Councilmember Mariani seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Collier moved to approve the bills to October 28th, 2024. Councilmember Pennell seconded. Second followed by an all in favor roll call vote.

PUBLIC COMMENT

**UNSCHEDULED PUBLIC COMMENT
LIQUOR LICENSING AUTHORITY**

FINANCE OFFICER

The September Financial Statements were in the packet for Council review.

RESOLUTIONS

Councilmember Collier moved to approve Resolution #21, Series 2024 A Resolution Approving an Intergovernmental Agreement Establishing the Clear Creek Housing Authority. Councilmember Mariani seconded, second was followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Mariani moved to approve Ordinance #21, Series 2024 an Ordinance Vacating a Portion of the Alley Way Between Lot 1 Of The Block 57/Former Goldigger Field Subdivision and Block 55 of The City of Idaho Springs, Colorado. Councilmember Collier seconded, second followed by an all in favor roll call vote.

**ORDINANCE SECOND READING
CITY ATTORNEY**

CITY ADMINISTRATOR

Staff report submitted with four requests for action.

1. Councilmember Collier moved to approve the use of the City's American Rescue Plan Act (ARPA) funds on the amount of \$455,911.00 for water and sewer infrastructure projects. Councilmember Manifold seconded. Second followed by an all in favor roll call vote.
2. Councilmember Pennell moved to approve a bid from Spectrum General Contractors in the amount of \$55,792.76 for the rehabilitation of the Powder House (account #21-61-7042). Councilmember Manifold seconded. Second followed by an all in favor roll call vote.
3. Councilmember Collier moved to approve an Addendum to the Agreement for Parking Management Services with Interstate Parking Company of Colorado to amend the termination date from October 31, 2024 to April 30, 2025. Councilmember Pennell Seconded. DISCUSSION- Councilmember Collier asked why we are moving back as she thought the goal was to bring managed parking in house? Mayor Harmon stated that he was not sure if the in house was going to work, but he stated that a request for proposal would be going out for managed parking. Councilmember Pennell asked if there was to be a parking study done as part of this RFP. Mayor Harmon mentioned that Estes Park has a different fee schedule as they do not split the revenue, they pay for point of service to their managed parking vendor. Councilmember Manifold asked what the current revenue split is, and Mayor Harmon advised that they take roughly 2/3 to cover the overhead and the collections fee. City Administrator Andrew Marsh stated that there is a final draft of the RFP that just needs to be updated and then can be posted. Councilmember Collier mentioned that she would like to see a bus stop on 13th Avenue for the littles to get to the Carlson Elementary School location. Second followed by an all in favor roll call vote.
4. Councilmember Collier moved to approve sponsorship of the annual Pumpkin Smash in the amount \$800.00 (account #10-21-5032). Councilmember Manifold seconded. Second followed by an all in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator- No staff report submitted.

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

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

POLICE DEPARTMENT

Staff report submitted with no requests for action.

PUBLIC WORKS

Staff report submitted with no requests for action.

WATER FACILITIES DEPARTMENT

Staff report submitted with one request for action.

1. Councilmember Mariani moved to approve the purchase of Gorman-Rupp vertical turbine pump to replace failing pump at Water Treatment Plant at a cost of \$26,398.57 from line item #51-72-7320. Manifold Councilmember seconded. DISCUSSION – Water Facilities Superintendent Edward Sigward stated that he mistyped the name of this pump in his staff report, and that the pump is a Gould Pump, not a Gorman-Rupp pump. Councilmember Mariani amended her motion to a “Gould Pump”. Councilmember Manifold also amended her second to the “Gould Pump”. Second followed by an all in favor roll call vote.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Mayor Harmon advised council that Andy will be on vacation from November 1st until November 11th, and that Monday November 11th, City Hall will be closed for Veterans Day so the next work session and regular meeting will be on Tuesday November 12th.

Mayor Harmon spoke to the letter on the Dias from Dan Dalpes regarding the donation of the yellow scooter.

Council is all in favor of accepting this donation and would like to send a thank you note to Mr. Dalpes.

Councilmember Manifold mentioned that she listened to the work session on her way to the meeting and she is very pleased that the city is meeting with the West Side of Wall Street residents. Councilmember Collier advised Mayor and Council that this would be her last in person meeting for awhile and she will be attending via ZOOM.

ADJOURN

Mayor Harmon adjourned the meeting at 7:28 pm.

Invoice		Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Ace Hardware (2164)									
201830									
	201830	Invoice	Ice Melt	11/04/2024	12/03/2024	799.50	Open	11/24	10-60-6010
	201830	Invoice	Snow Shovels	11/04/2024	12/03/2024	154.96	Open	11/24	10-60-6010
Total 201830:						954.46			
Total Ace Hardware (2164):						954.46			
AlSCO - Denver Linen (13)									
3018508									
	3018508	Invoice	Carpets	11/05/2024	11/15/2024	83.07	Open	11/24	10-30-5108
Total 3018508:						83.07			
Total AlSCO - Denver Linen (13):						83.07			
AT&T Mobility (283)									
287246995984X10212024									
	287246995984X10212024	Invoice	Cell Phone/WasteWater	10/21/2024	11/08/2024	107.84	Open	10/24	52-00-5335
	287246995984X10212024	Invoice	Cell Phones/Water	10/21/2024	11/08/2024	107.84	Open	10/24	51-00-5335
Total 287246995984X10212024:						215.68			
Total AT&T Mobility (283):						215.68			
Axon Enterprise (1731)									
INUS287701									
	INUS287701	Invoice	Camera Mounts	10/10/2024	11/09/2024	409.00	Open	10/24	10-30-6040
Total INUS287701:						409.00			
INUS288050									
	INUS288050	Invoice	Wiring refresh kit	10/11/2024	11/10/2024	650.00	Open	10/24	10-30-6022
Total INUS288050:						650.00			
Total Axon Enterprise (1731):						1,059.00			
Bearicuda Bins (2149)									
42444									
	42444	Invoice	50% Due on Bear Cans	11/04/2024	11/14/2024	29,731.28	Open	11/24	21-00-6028
Total 42444:						29,731.28			
Total Bearicuda Bins (2149):						29,731.28			
Brannan Aggregates (1864)									
383516									
	383516	Invoice	Haul Total	10/31/2024	11/30/2024	694.44	Open	10/24	10-10-6099
	383516	Invoice	Salt & Squeegee	10/31/2024	11/30/2024	4,536.67	Open	10/24	10-10-6099
Total 383516:						5,231.11			
Total Brannan Aggregates (1864):						5,231.11			
Browns Hill Engineering & Cont (1416)									
29221									
	29221	Invoice	PLC Memory Module	10/31/2024	11/30/2024	1,720.00	Open	10/24	51-72-7320
Total 29221:						1,720.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
1438								
1438	Invoice	WTP SCADA Leasing Agreement	11/01/2024	12/01/2024	8,238.00	Open	12/24	51-00-5309
Total 1438:					8,238.00			
1439								
1439	Invoice	WWTP SCADA Leasing Agreeeme	11/01/2024	12/01/2024	1,620.00	Open	12/24	52-00-5309
Total 1439:					1,620.00			
29235								
29235	Invoice	Starlink Service	11/01/2024	11/30/2024	287.00	Open	11/24	51-00-5335
Total 29235:					287.00			
Total Browns Hill Engineering & Cont (1416):					11,865.00			
Caselle Inc. (287)								
136572								
136572	Invoice	Contract Support - admin	11/01/2024	11/26/2024	385.75	Open	12/24	10-20-5108
136572	Invoice	Contract Support - pd	11/01/2024	11/26/2024	385.75	Open	12/24	10-30-5108
136572	Invoice	Contract Support - streets	11/01/2024	11/26/2024	385.75	Open	12/24	10-10-5108
136572	Invoice	Contract Support - waste water	11/01/2024	11/26/2024	192.87	Open	12/24	52-00-5108
136572	Invoice	Contract Support - water	11/01/2024	11/26/2024	192.88	Open	12/24	51-00-5108
Total 136572:					1,543.00			
Total Caselle Inc. (287):					1,543.00			
CenturyLink (569)								
333637776-10222024								
333637776-10222024	Invoice	WWTP Phone Line	10/22/2024	11/12/2024	132.60	Open	11/24	52-00-5303
Total 333637776-10222024:					132.60			
333710092-10252024								
333710092-10252024	Invoice	WTP Alarm	10/25/2024	11/18/2024	216.69	Open	11/24	51-00-5303
Total 333710092-10252024:					216.69			
333469199-10282024								
333469199-10282024	Invoice	PW Internet	10/28/2024	11/18/2024	102.94	Open	11/24	10-10-5335
Total 333469199-10282024:					102.94			
Total CenturyLink (569):					452.23			
Chicago Creek Sanitation (434)								
2024-11								
2024-11	Invoice	Maintenance Fee	10/28/2024	11/28/2024	500.00	Open	11/24	52-00-5206
Total 2024-11:					500.00			
Total Chicago Creek Sanitation (434):					500.00			
City of Idaho Springs (289)								
11.1.24								
11.1.24	Invoice	1711 Miner	11/01/2024	11/30/2024	258.70	Open	11/24	10-20-6050
11.1.24	Invoice	1744 Miner	11/01/2024	11/30/2024	277.12	Open	11/24	10-30-6050
11.1.24	Invoice	1856 Colorado Blvd	11/01/2024	11/30/2024	565.71	Open	11/24	10-20-6050
11.1.24	Invoice	200 Co Blvd	11/01/2024	11/30/2024	550.83	Open	11/24	10-10-6050
11.1.24	Invoice	3000 Colorado Blvd	11/01/2024	11/30/2024	414.06	Open	11/24	10-30-6050
11.1.24	Invoice	Citizens Park	11/01/2024	11/30/2024	1,370.25	Open	11/24	10-60-6050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
11.1.24	Invoice	Crc park	11/01/2024	11/30/2024	7,650.40	Open	11/24	10-60-6050
11.1.24	Invoice	Montgomery Park	11/01/2024	11/30/2024	127.46	Open	11/24	10-60-6050
11.1.24	Invoice	MRM Park	11/01/2024	11/30/2024	370.04	Open	11/24	10-60-6050
11.1.24	Invoice	Wwtp	11/01/2024	11/30/2024	7,946.97	Open	11/24	52-00-6001
Total 11.1.24:					19,531.54			
Total City of Idaho Springs (289):					19,531.54			
Clear Creek County Clerk & Rec (61)								
0045152								
0045152	Invoice	Document Recording	10/21/2024	11/20/2024	66.00	Open	10/24	10-20-5316
Total 0045152:					66.00			
0045227								
0045227	Invoice	Document Recording	10/28/2024	11/27/2024	26.00	Open	10/24	10-20-5316
Total 0045227:					26.00			
COIS102824								
COIS102824	Invoice	Titles	10/28/2024	11/27/2024	26.06	Open	10/24	10-30-6193
Total COIS102824:					26.06			
Total Clear Creek County Clerk & Rec (61):					118.06			
Clear Creek County Road & Bridge (1278)								
11.4.24								
11.4.24	Invoice	Fleet fuel/Parks	11/04/2024	11/30/2024	179.34	Open	10/24	10-60-6191
11.4.24	Invoice	Fleet fuel/Police	11/04/2024	11/30/2024	1,988.03	Open	10/24	10-30-6191
11.4.24	Invoice	Fleet fuel/Streets	11/04/2024	11/30/2024	1,244.47	Open	10/24	10-10-6191
11.4.24	Invoice	Fleet fuel/WasteWater	11/04/2024	11/30/2024	170.46	Open	10/24	52-00-6191
11.4.24	Invoice	Fleet fuel/Water	11/04/2024	11/30/2024	170.46	Open	10/24	51-00-6191
Total 11.4.24:					3,752.76			
Total Clear Creek County Road & Bridge (1278):					3,752.76			
Clear Creek County Transfer Station (549)								
15033-15035								
15033-15035	Invoice	15031 - slash	11/01/2024	12/01/2024	41.25	Open	10/24	10-60-5202
15033-15035	Invoice	15033 - Rubble	11/01/2024	12/01/2024	187.50	Open	10/24	10-10-5202
15033-15035	Invoice	15034 - Rubble	11/01/2024	12/01/2024	150.00	Open	10/24	10-10-5202
15033-15035	Invoice	15035 - Rubble	11/01/2024	12/01/2024	135.00	Open	10/24	10-10-5202
Total 15033-15035:					513.75			
Total Clear Creek County Transfer Station (549):					513.75			
Clear Creek School District (717)								
204746								
204746	Invoice	Developer Account Deposit Refun	10/31/2024	11/30/2024	1,446.12	Open	10/24	01-00-1178
Total 204746:					1,446.12			
Total Clear Creek School District (717):					1,446.12			
Clear Creek Supply (291)								
3558								
3558	Invoice	ratchet, wrench, wire comb, pins	10/28/2024	11/27/2024	79.88	Open	10/24	10-10-6020

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3558:					79.88			
3593	3593 Invoice	wipers	10/29/2024	11/28/2024	64.47	Open	10/24	10-10-6150
Total 3593:					64.47			
3599	3599 Invoice	class cleaner	10/29/2024	11/28/2024	12.98	Open	10/24	10-10-6007
Total 3599:					12.98			
3661	3661 Invoice	cord	10/30/2024	11/29/2024	59.99	Open	10/24	10-60-6020
Total 3661:					59.99			
3698 - 2	3698 - 2 Invoice	Sledge, allen set, charger	10/31/2024	11/30/2024	72.96	Open	10/24	10-10-6020
Total 3698 - 2:					72.96			
3200	3200 Invoice	charger	11/04/2024	12/04/2024	17.98	Open	11/24	10-10-6193
Total 3200:					17.98			
Total Clear Creek Supply (291):					308.26			
Colorado Analytical Lab (945)								
240923036	240923036 Invoice	total coliform P/A compl	09/24/2024	10/23/2024	103.50	Open	09/24	51-00-5201
Total 240923036:					103.50			
241022052	241022052 Invoice	total coliform P/A compl	10/23/2024	11/22/2024	103.50	Open	10/24	51-00-5201
Total 241022052:					103.50			
241022054	241022054 Invoice	bod-5	10/28/2024	11/27/2024	66.60	Open	10/24	52-00-5201
Total 241022054:					66.60			
Total Colorado Analytical Lab (945):					273.60			
Colorado Barricade Co. LLC (79)								
65163999	65163999 Invoice	sign post bases	10/23/2024	11/22/2024	382.98	Open	10/24	10-10-6091
Total 65163999:					382.98			
Total Colorado Barricade Co. LLC (79):					382.98			
Colorado Community Media (1981)								
123281	123281 Invoice	Legal Publication	10/31/2024	11/30/2024	73.16	Open	10/24	10-20-5312
Total 123281:					73.16			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Colorado Community Media (1981):					73.16			
Comcast (1486)								
0197295-11232024								
0197295-11232024	Invoice	City Hall Internet	10/23/2024	11/17/2024	474.66	Open	11/24	10-20-5335
Total 0197295-11232024:					474.66			
222301276								
222301276	Invoice	New High speed internet for WWT	11/01/2024	12/01/2024	2,413.69	Open	10/24	52-00-5335
Total 222301276:					2,413.69			
Total Comcast (1486):					2,888.35			
Common Knowledge Technology, Inc (1549)								
64456								
64456	Invoice	New Network Switch for PW	10/23/2024	11/22/2024	2,515.00	Open	10/24	10-10-5330
Total 64456:					2,515.00			
Total Common Knowledge Technology, Inc (1549):					2,515.00			
Core & Main LP (959)								
V753125								
V753125	Invoice	procoder meter pit	10/08/2024	11/08/2024	1,928.55	Open	10/24	51-15-7006
Total V753125:					1,928.55			
Total Core & Main LP (959):					1,928.55			
Dietzler Construction Corp. (2154)								
2024.110-3								
2024.110-3	Invoice	Mattie Dam Rehabilitation	11/04/2024	12/03/2024	211,387.73	Open	10/24	51-72-7310
Total 2024.110-3:					211,387.73			
Total Dietzler Construction Corp. (2154):					211,387.73			
Doyle Disposal (380)								
25670								
25670	Invoice	WWTP Dumpster	10/25/2024	11/24/2024	453.00	Open	10/24	52-00-5202
Total 25670:					453.00			
Total Doyle Disposal (380):					453.00			
Galls (527)								
029417079								
029417079	Invoice	striping - hardey	10/22/2024	11/21/2024	9.99	Open	10/24	10-30-6030
Total 029417079:					9.99			
Total Galls (527):					9.99			
Hach Company (138)								
14243544								
14243544	Invoice	Phosphorus	10/30/2024	11/30/2024	87.87	Open	10/24	52-00-5208
14243544	Invoice	reagent	10/30/2024	11/30/2024	187.00	Open	10/24	52-00-5208
Total 14243544:					274.87			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Hach Company (138):					274.87			
HDR Engineering, Inc (1605)								
1-DRAFT								
1-DRAFT	Invoice	Virginia Canyon	09/28/2024	11/30/2024	64,610.00	Open	09/24	21-00-5103
Total 1-DRAFT:					64,610.00			
Total HDR Engineering, Inc (1605):					64,610.00			
Home Depot Credit Services (578)								
3015435								
3015435	Invoice	Cleaning Supplies	09/30/2024	10/28/2024	172.05	Open	10/24	10-60-6010
Total 3015435:					172.05			
3171226								
3171226	Invoice	refund for lightbulbs	09/30/2024	11/30/2024	26.31-	Open	10/24	10-10-6010
Total 3171226:					26.31-			
2026178								
2026178	Invoice	Wiring/ Electrical Supplies	10/01/2024	10/28/2024	476.18	Open	10/24	10-10-6010
Total 2026178:					476.18			
2015178								
2015178	Invoice	Shelving	10/11/2024	10/28/2024	1,403.00	Open	10/24	10-10-6010
Total 2015178:					1,403.00			
8027804								
8027804	Invoice	Cleaning Supplies	10/15/2024	11/30/2024	110.14	Open	10/24	10-10-6020
8027804	Invoice	ryobi mixer	10/15/2024	11/30/2024	349.00	Open	10/24	10-10-6020
8027804	Invoice	wheel barrow	10/15/2024	11/30/2024	149.00	Open	10/24	10-10-6020
Total 8027804:					608.14			
1020640								
1020640	Invoice	loves measuring tape bit set	10/22/2024	11/30/2024	128.92	Open	10/24	10-60-6010
Total 1020640:					128.92			
Total Home Depot Credit Services (578):					2,761.98			
JVA Incorporated (1110)								
19753								
19753	Invoice	PW Facility	09/30/2024	11/30/2024	8,707.68	Open	09/24	21-00-7044
Total 19753:					8,707.68			
Total JVA Incorporated (1110):					8,707.68			
Language Line Services (2102)								
11431483								
11431483	Invoice	Interpreter Services	10/31/2024	11/30/2024	10.66	Open	10/24	10-40-5320
Total 11431483:					10.66			
Total Language Line Services (2102):					10.66			
Law Firm Of Suzanne Rogers PC (737)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
11.1.24								
11.1.24	Invoice	Mileage	11/01/2024	11/30/2024	58.56	Open	11/24	10-40-5115
11.1.24	Invoice	Prosecutor	11/01/2024	11/30/2024	1,500.00	Open	11/24	10-40-5115
Total 11.1.24:					1,558.56			
Total Law Firm Of Suzanne Rogers PC (737):					1,558.56			
Liberty Communications (1547)								
3495807								
3495807	Invoice	phone service admin	10/30/2024	11/29/2024	144.40	Open	11/24	10-20-5303
3495807	Invoice	phone service police	10/30/2024	11/29/2024	144.40	Open	11/24	10-30-5303
3495807	Invoice	phone service public works	10/30/2024	11/29/2024	144.40	Open	11/24	10-10-5303
3495807	Invoice	phone service wastewater	10/30/2024	11/29/2024	72.21	Open	11/24	52-00-5303
3495807	Invoice	phone service water	10/30/2024	11/29/2024	72.21	Open	11/24	51-00-5303
Total 3495807:					577.62			
Total Liberty Communications (1547):					577.62			
McDonald Farms (1588)								
0125584								
0125584	Invoice	WasteWater Hauled to Landfill	10/23/2024	11/07/2024	1,361.50	Open	09/24	52-00-5250
Total 0125584:					1,361.50			
Total McDonald Farms (1588):					1,361.50			
Michael Goodbee (1940)								
11.1.24								
11.1.24	Invoice	Judge	11/01/2024	11/30/2024	1,600.00	Open	11/24	10-40-5110
Total 11.1.24:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Peak Performance Imaging Solutions (409)								
70537								
70537	Invoice	Copier Meter Bill/Police	11/01/2024	11/16/2024	105.00	Open	10/24	10-30-5309
Total 70537:					105.00			
Total Peak Performance Imaging Solutions (409):					105.00			
Phil Long (2163)								
192307								
192307	Invoice	2025 Ford Explorer	10/24/2024	11/23/2024	101,640.00	Open	10/24	21-00-6012
Total 192307:					101,640.00			
Total Phil Long (2163):					101,640.00			
Postmaster (341)								
11.1.24								
11.1.24	Invoice	Water Bills	11/01/2024	11/01/2024	259.28	Open	11/24	52-00-5310
11.1.24	Invoice	Water Bills	11/01/2024	11/01/2024	259.28	Open	11/24	51-00-5310
Total 11.1.24:					518.56			
Total Postmaster (341):					518.56			
Sadie Schultz (2152)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
11.1.24								
11.1.24	Invoice	Business Promotion and Vitality	11/01/2024	11/30/2024	3,000.00	Open	10/24	10-21-5038
Total 11.1.24:					3,000.00			
Total Sadie Schultz (2152):					3,000.00			
Staples Business Advantage (1219)								
6016240873	Invoice	Supplies	11/02/2024	12/02/2024	53.35	Open	10/24	10-30-6010
Total 6016240873:					53.35			
Total Staples Business Advantage (1219):					53.35			
T Mobile (2040)								
981870408-10212024	Invoice	Code Cell Phone	10/24/2024	11/19/2024	255.58	Open	10/24	10-30-5335
Total 981870408-10212024:					255.58			
Total T Mobile (2040):					255.58			
Timberline Disposal (1467)								
5645435V324	Invoice	200 W. Colorado Blvd Trash	11/01/2024	11/01/2024	413.46	Open	11/24	10-10-5202
5645435V324	Invoice	Toilet VCMF	11/01/2024	11/01/2024	435.96	Open	11/24	10-60-5202
Total 5645435V324:					849.42			
Total Timberline Disposal (1467):					849.42			
USA Blue Book (376)								
00533843	Invoice	drum Pump	11/05/2024	11/30/2024	701.53	Open	11/24	51-00-6007
00533843	Invoice	Ph buffers	11/05/2024	11/30/2024	200.40	Open	11/24	51-00-6007
Total 00533843:					901.93			
Total USA Blue Book (376):					901.93			
Utility Notification Center of Colorado (1984)								
224100782	Invoice	Locates - Water	10/31/2024	11/30/2024	56.76	Open	10/24	51-00-5108
224100782	Invoice	Locates - WW	10/31/2024	11/30/2024	56.76	Open	10/24	52-00-5108
Total 224100782:					113.52			
Total Utility Notification Center of Colorado (1984):					113.52			
Wagner Equipment Company (270)								
5P76834	Invoice	Replace ecm in dump truck	10/30/2024	11/30/2024	6,343.60	Open	10/24	10-10-6150
Total 5P76834:					6,343.60			
Total Wagner Equipment Company (270):					6,343.60			
WEX BANK (1459)								
100457867	Invoice	Fleet fuel - Police	10/23/2024	11/14/2024	826.35	Open	10/24	10-30-6191

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 100457867:					826.35			
Total WEX BANK (1459):					826.35			
Xcel Energy (540)								
899567740								
899567740	Invoice	New WWTP	10/22/2024	11/12/2024	4,895.29	Open	10/24	52-00-6001
Total 899567740:					4,895.29			
899927043								
899927043	Invoice	200 Colorado	10/24/2024	11/14/2024	336.93	Open	10/24	10-10-6001
Total 899927043:					336.93			
899932164								
899932164	Invoice	Parks	10/24/2024	11/14/2024	845.78	Open	10/24	10-60-6001
Total 899932164:					845.78			
900497093								
900497093	Invoice	1744 Miner Street	10/28/2024	11/18/2024	288.74	Open	10/24	10-30-6001
Total 900497093:					288.74			
901105663								
901105663	Invoice	2040 miner	11/01/2024	11/22/2024	15.81	Open	10/24	10-10-6001
Total 901105663:					15.81			
Total Xcel Energy (540):					6,382.55			
Grand Totals:					499,670.41			

Report GL Period Summary

GL Period	Amount
12/24	11,401.00
11/24	58,038.31
10/24	355,448.42
09/24	74,782.68
Grand Totals:	499,670.41

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

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 24, Series 2024

A RESOLUTION APPROVING THE 2024 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING THE CLEAR CREEK FIRE AUTHORITY

WHEREAS, since 1998, the towns of Silver Plume, Empire and Georgetown; the City of Idaho Springs; and the Clear Creek County Emergency Services General Improvement District (the “Parties”) have cooperated in the formation and operation of the Clear Creek Fire Authority (“CCFA”); and

WHEREAS, the Parties originally formed the CCFA in 1998 by intergovernmental agreement and subsequently amended, updated and/or restated such agreement in 2003, 2007, 2008, 2012 and 2022; and

WHEREAS, the Parties once again wish to update and restate the agreement by which the CCFA operates, as set forth in a document titled the “Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement” (the “2024 IGA”); and

WHEREAS, the City Council of the City of Idaho Springs finds that the 2024 IGA represents the most efficient and cost-effective manner of providing quality, expedient fire protection and emergency services to City residents, businesses and visitors for the time being, and therefore wishes to approve the same.

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

The Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement, effective as of December 31, 2024, is hereby approved. The Mayor and Clerk are authorized to execute the same, and City Staff is hereby directed to take all steps necessary to effectuate the City’s approval.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held on the 12th day of November, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

**CLEAR CREEK FIRE AUTHORITY
2024 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Parties hereto are empowered under §§ 18(2)(a) and (b) of Article XIV of the Colorado Constitution, and C.R.S. § 29-1-203.5, to enter into intergovernmental agreements to provide public improvements, functions, services, or facilities and to create separate legal entities that are political subdivisions and public corporations of the state that are separate from the parties to intergovernmental agreement, by which governmental services may be provided; and

WHEREAS, the towns of Silver Plume, Empire and Georgetown and the City of Idaho Springs are Colorado municipalities; and

WHEREAS, the County of Clear Creek has established the Clear Creek County Emergency Services General Improvement District; and

WHEREAS, all Parties to this agreement have an interest in providing the highest and best level of fire protection and emergency services possible within the limits of their financial resources; and

WHEREAS, the Parties believe that combining and coordinating their resources through the formation of a regional fire authority will result in the delivery of greater fire protection and emergency services throughout the territory of their respective jurisdictions; and

WHEREAS, the Parties originally entered into the Clear Creek Fire Authority Intergovernmental Agreement establishing the Clear Creek Fire Authority in 1998; renewed and amended the agreement in 2003 ("2003 Agreement") and again in 2007 ("2007 Agreement"); amended and restated the 2007 Agreement in 2008 and amended that in 2011 (as so amended, "2008 Agreement"); amended and restated the 2008 Agreement with the Clear Creek Fire Authority 2012 Amended and Restated Intergovernmental Agreement (the "2012 Agreement"); amended and restated the 2012 Agreement with the 2022 Amended and Restated Intergovernmental Agreement ("2022 Agreement"); and, now, desires to amend and restate the 2022 Agreement to continue the Authority as provided herein, it being the express intention of the Parties that the Clear Creek Fire Authority, once established in 1998 and existing as a particular entity since that date and shall continue as such pursuant to the terms hereof; and

WHEREAS, the Parties jointly agree that this intergovernmental agreement will serve the health, safety and welfare of all citizens within their jurisdictions.

NOW, THEREFORE, the Parties hereto agree that the 2022 Agreement is hereby

amended and restated as set forth herein, effective as of December 31, 2024, upon its execution by all of the Parties to the 2022 Agreement, and that the "Agreement" referred to herein shall mean and refer to this Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement.

PARTIES

1. The Parties to this Agreement are: the Clear Creek County Emergency Services General Improvement District ("ESD"), the Town of Georgetown, the Town of Silver Plume, the Town of Empire and the City of Idaho Springs (hereinafter and together the "Parties" or when referred to individually and generally, a "Party").

PURPOSE

2. The purpose of this Agreement is to maximize public firefighting capabilities and the delivery of emergency services by combining and coordinating the resources and expertise of the respective Parties under the auspices of a single regional firefighting and emergency services authority, the Clear Creek Fire Authority (the "CCFA" or "Authority").

CONTINUATION OF THE CLEAR CREEK FIRE AUTHORITY

3. The Parties hereby confirm the continuation of the CCFA, which is a separate legal entity that is a political subdivision and public corporation of the state, separate from the Parties, formed in conformity with the provisions of C.R.S. § 29-1-203.5. All equipment, systems and assets, including financial assets, and obligations of the Authority as of the date of this Agreement, shall continue to be assets and obligations of the Authority, subject to the terms of the Agreement.

POWERS OF THE CLEAR CREEK FIRE AUTHORITY

4. Except as specifically provided for in this Agreement, the CCFA shall have and may exercise all those powers and functions as vested in statutory fire protection districts pursuant to C.R.S. §§ 32-1-1001 and 32-1-1002, and those authorized pursuant to C.R.S. § 29-1-203.5(3), as may be amended from time to time; and except that, as provided by C.R.S. § 29-1-203.5(2)(b), the CCFA shall have no direct authority or power to levy and/or collect taxes of any kind, call or conduct public elections, or exercise the power of eminent domain.

DUTIES OF THE CLEAR CREEK FIRE AUTHORITY

5. The duties of the Authority shall include, but not be limited to, the following:

5-1. The Authority shall maintain adequate workers' compensation and errors and omissions insurance for its officers, employees and volunteers, and such other insurance as the Authority may deem appropriate. General liability insurance shall at all times be maintained in amounts not less than those monetary limits as set forth in C.R.S. § 24-10-114, of the Colorado Governmental Immunity Act.

5-2. The Authority shall maintain adequate broad coverage insurance on all equipment and property, real or personal, in its ownership, possession and/or control.

5-3. The Authority shall enforce such fire safety codes as deemed appropriate for the Authority's service area and implement and maintain a program of fire safety inspections to be conducted by qualified personnel. Each Party, after consultation with the Authority, may amend its adopted fire code to meet its individual circumstances, subject to the Authority's acceptance of performing its services pursuant thereto, to be determined based on the Authority's resources.

5-4. The Authority shall timely prepare annual budgets for review and funding by the Parties and shall otherwise comply with the Local Government Budget Law of Colorado, C.R.S. §§ 29-1-101, et seq., the Colorado Local Government Uniform Accounting Law, C.R.S. §§ 29-1-501, et seq., and the Colorado Local Government Audit Law, C.R.S. §§ 29-1-601, et seq., to the extent such laws, or parts thereof, are applicable to the Authority. The Authority shall keep accurate and complete records of operational and capital costs incurred in providing services, and all financial books, records and audits of the Authority shall at all times be made available for inspection by the Parties, or any of them, upon reasonable request and notice.

5-5. The Authority shall deposit, maintain, and invest its funds in compliance with the laws governing local governments in the state of Colorado, among them, the Public Deposit Protection Act (C.R.S. Title 11, Article 10.5), Savings & Loan Association Public Deposit Protection Act (C.R.S. Title 11, Article 47), C.R.S. Title 24, Article 75. Parts 6 and 7.

5-7. The Authority shall regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the cost of the Authority's operations.

5-8. The Authority may utilize such officers as determined appropriate by the Board of Directors ("Board"). The fire chief shall be vested with that authority as set forth in C.R.S. § 32-1-1002(3), as may be amended. Officer appointments shall be made by the fire chief and ratified by the Board. In all events, all operations officers shall comply with all minimum position requirements as established by the Authority.

5-9. The Parties, in consultation with the Board, shall periodically investigate other organizational models for providing regional fire and emergency services, including organizing a fire protection district under C.R.S. Title 32, Article 2.

5-10. The Authority may conduct or participate in forest health projects as defined in C.R.S. § 37-95-103 (4.9).

CCFA BOARD OF DIRECTORS

6. The Board is the governing body of the Authority and is comprised of 11 directors appointed as follows:

6-1. The ESD shall directly appoint two directors. The ESD shall also nominate three other directors, one from each of the unincorporated areas of Clear Creek County within ESD boundaries, as more fully identified in Exhibit B of this Agreement. Those three nominations shall be considered for appointment by the Board and are subject to Board approval. The Board shall endeavor to act on nominations in a timely manner; however, if the Board does not act on a nomination within twelve weeks of receipt thereof, the nomination shall be considered accepted and the nominee appointed.

6-2. The City of Idaho Springs and the Town of Georgetown shall each appoint two directors.

6-3. The Town of Silver Plume and the Town of Empire shall each appoint one director.

7. Directors appointed directly by the Parties shall serve at the pleasure of the governing body of the Party that appointed them, shall have terms of four years that expire on December 31 of the fourth year of their terms (irrespective of the date of appointment), and may be appointed to successive four-year terms, except that:

7-1. Directors appointed by the City of Idaho Springs and the Town of Georgetown to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years. Those initial terms shall respectively expire on December 31, 2026, and December 31, 2028, as designated by the appointing Party at the time of the director's appointment. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms.

7-2. Directors appointed by the ESD to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years, with the initial terms designated by the ESD at the time of appointment such that one director serves a two-year term expiring on December 31, 2026, and the other two directors serve four-

year terms expiring on December 31, 2028. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms.

8. The three directors nominated by the ESD and approved by the Board shall serve at the pleasure of the Board, shall have terms of four years that expire on December 31 of the fourth year of their terms (irrespective of the date of appointment), and may be appointed to successive four-year terms; except that the three directors appointed through the nomination process to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years, with the initial terms designated by the ESD at the time of nomination, subject to approval by the Board, such that one director serves a two-year term expiring on December 31, 2026, and the other two directors serve four-year terms expiring on December 31, 2028. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms through the same nomination and appointment process.

9. Any seat on the Board that becomes vacant shall be filled using the same process that was followed to appoint the previous director occupying that seat, and the term of the newly appointed director shall expire when the term of the previous director who held the seat would have expired. The new director shall be subject to the same terms and conditions of appointment as the previous director who held the seat. All Board directors shall be and must remain residents within CCFA's jurisdictional boundaries during their term(s).

10. No current employee or active volunteer firefighter of the Authority may serve as a Board director.

11. Each Party may utilize whatever method of appointment it deems convenient and appropriate when appointing or reappointing directors to the Board.

12. With regard to the directors nominated by the ESD and appointed by the Board, the ESD shall advertise the opportunity to serve in those director positions prior to re-nominating any of those seated directors to serve another term.

13. Directors shall take an oath upon assuming office that they will faithfully perform the duties of their office and will support and adhere to the laws and constitutions of the United States and State of Colorado.

14. The Board shall elect two (2) of its directors as chairperson and vice-chairperson, respectively, and shall maintain and update by-laws and rules of procedure as appropriate for the conduct of meetings and business. The presence of a majority of the seated directors shall constitute a quorum for the transaction of business, and a majority of those present shall be necessary for any action taken by the Board. All meetings of the Board shall be subject to the requirements of the Colorado Open Meetings Law. The Board

shall meet in formal session not less than one time per calendar quarter in such location or locations within the Authority's territorial jurisdiction as it deems convenient. Public notice of all regular and special meetings shall be posted not less than twenty-four (24) hours in advance as set forth in the Colorado Open Meetings Law. The Authority's webpage is designated for the posting of such notice pursuant to C.R.S. § 24-6-402(2)(c)(III). The designated public place at which the Authority shall post a notice no less than twenty-four (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online shall be the office of the Authority.

15. No director shall receive compensation as an employee of the Authority, but may receive reimbursement for actual expenses incurred in performing Authority business. No director receiving workers' compensation benefits awarded in the line of duty as a volunteer firefighter or pension benefits to retired firefighters shall be allowed to vote on matters involving the director's disability or pension benefits or payments.

16. At least quarterly, Directors shall report to the Party that appointed them (or, as applicable, nominated them if they were seated by the Board) about the activities of the Authority, its financial status and issues discussed by the Board.

FUNDING

17. On or before September 15 of each year, the Authority shall submit to each Party its anticipated funding request for the upcoming budget year.

18. Subject to available revenues and duly adopted appropriations on a year-to-year basis, each Party shall contribute funds or other resources to the Authority reflecting its proportionate share of the Authority's budget.

19. Each Party's respective annual contribution to the Authority's budget shall be determined by calculating the ESD mill levy multiplied by that Party's assessed valuation of its taxable real property on January 1 of the preceding year (for example, for budget year 2024, the assessed valuation on January 1, 2023) as certified by the Clear Creek County Assessor. This amount shall be known as the "Base Contribution." No Party's Base Contribution shall be calculated using a mill levy that exceeds 10 mills, except that any Party may voluntarily agree to calculate its Base Contribution using a higher mill levy. The Parties shall notify the Authority of any reduction in their respective Base Contribution no later than October 30 of each year.

20. The ESD's Base Contribution shall be reduced by ESD's costs of collecting the revenues -- which include the Clear Creek County Treasurer's fees on revenues collections, audit fees, required reserves adjustments, administrative expenses, abatements, contingency and operating fund balance adjustments (collectively, the "Costs") -- to equal the "Final ESD Contribution." The ESD shall provide the Final ESD Contribution to the

Authority by October 30 of each year. The ESD shall also provide an itemized list of the Costs to each Party and the Authority by October 30 of each year.

21. All other Parties may reduce their respective Base Contribution by the cost of their administrative expenses to equal their particular "Final Contribution." Administrative expenses are operational costs including record-keeping and payment processes, as well as management of a Party's compliance with this Agreement. Each municipal Party shall provide its Final Contribution to the Authority by October 30 of each year. Each municipal Party shall also provide an itemized list of its administrative expenses to all other Parties and the Authority if those expenses are deducted from their Base Contribution by October 30 of each year.

22. Except as otherwise provided, contributions shall be made in four equal quarterly installments paid to the Authority no later than the last business day of each fiscal quarter. ESD's installment for the first quarter of each year will not exceed the net property tax revenues received in the quarter net of the costs of the ESD, any shortfall to be paid with the second quarterly installment.

23. The ESD also will contribute the amount of the actual Specific Ownership Tax, abatement levy and interest net revenues received during the fiscal year, payable at the end of each quarter.

24. Clear Creek County or ESD may dedicate additional revenue from a public safety tax or other revenue source to the Authority.

25. In the event a Party is unable or fails in any given year to provide some or all of its proportionate share of funding for the Authority, the Party shall be considered to be in breach of this Agreement.

26. Any Party that is in breach of this Agreement under the terms of Paragraph 25 hereof shall immediately lose its representation on the Board and shall only regain its representation upon payment of its full annual proportionate share of funding. Any Party that is in breach of this Agreement under the terms of Paragraph 25 hereof for three consecutive years shall cease to be a party to this Agreement. In that event, the Party in breach shall not be entitled to a return or distribution of assets or interest until this Agreement is terminated as among all the Parties.

EQUIPMENT AND FACILITIES

27. Attached hereto as Exhibit A is a listing of facilities that are the property of the respective Parties which have been made available to the CCFA so that it may continue to execute and implement the purpose and design of this Agreement. Exhibit A is intended to document ownership for purposes of implementing the termination provisions of this Agreement. Pursuant thereto, and as consideration of the services to be provided by the

CCFA to the Parties, each Party does hereby agree to lease those facilities presently owned by it and listed on Exhibit A to the CCFA for the term of this Agreement subject to all applicable respective legal requirements and approval processes of each Party related thereto. During the term of this Agreement and corresponding leases, the CCFA shall be solely responsible for maintaining and repairing all facilities as provided to it hereunder, and shall insure same against damage and loss.

28. The CCFA shall annually perform pump tests on all applicable fire apparatus and test all ladders in accordance with national standards generally accepted by the fire protection community, and permanently retain the results of such tests. CCFA must maintain insurance on its equipment.

29. The Parties anticipate that during the term of this Agreement, facilities on Exhibit A may be modernized or replaced. Any facility significantly modernized by the Authority shall be identified on Exhibit A, showing the date and cost of the modernization.

30. The Authority, subject to available funding, may purchase, lease or otherwise acquire such new equipment and facilities as it may deem necessary to perform its responsibilities under this Agreement. New equipment or facilities purchased or acquired shall be titled in the name of the Authority, whether or not it is intended to replace equipment or facilities previously leased to the Authority by a Party.

31. Upon the termination of this Agreement, all facilities leased by a Party to the Authority and titled in a Party's name shall be returned to the Party in a condition comparable to or better than that at which it was originally provided to the Authority, normal wear and tear excepted. Facilities shown on Exhibit A as having been modernized by the Authority shall be returned to the owner subject to offset for the remaining value of the cost of the modernization, which offset will be taken into account in distributing equipment and facilities owned by the Authority. Equipment and facilities purchased by the Authority during the term of this Agreement shall be distributed among the Parties in proportion to their total contributions made to the CCFA during its lifetime. In the event equipment or facilities cannot be evenly and proportionately distributed to the Parties, independent appraisals of the same shall be obtained and the equipment and/or facilities sold at public auction with the proceeds being appropriately distributed to the Parties. A Party that withdraws from this Agreement pursuant to Paragraph 37 shall retain its interest under this paragraph but shall not be entitled to a return or distribution of assets or interest until this Agreement is terminated as between all the Parties.

DEBTS OF THE CCFA

32. Any and all debts, liabilities or obligations of the Authority shall not constitute a debt, liability or obligation of the Parties, or any one of them, and nothing set forth in this Agreement is intended, or shall be construed, as imposing any debt, liability or obligation belonging to the Authority on the Parties, or any one of them.

33. Each bond, note, contract, or other financial obligation of the CCFA shall recite, in substance, that said bond, note, contract or other obligation, including interest thereon, shall be payable solely from the revenues or other funds of the CCFA and shall not constitute, or be intended to constitute, a debt of the Parties, or any one of them, within the meaning of any constitutional or statutory provision or limitation.

CCFA PENSION

34. The Authority has established, pursuant to C.R.S. Title 31, Article 30, Part 11, the Colorado Volunteer Firefighters Pension Act, the Clear Creek Fire Authority Volunteer Firefighter Pension Fund ("Pension Fund"), which shall serve for the benefit of qualifying volunteer firefighters. All pension assets and liabilities previously held by the Parties have been transferred to, and assumed by, the Pension Fund. The board of trustees for the Pension Fund has been formed in compliance with C.R.S. § 31-30-1107, and operates consistent with the provisions contained in the Colorado Volunteer Firefighters Pension Act and other applicable state and federal law.

TERM OF AGREEMENT

35. This Agreement shall commence and be effective December 31, 2024, and shall continue to and until December 31, 2029. The Agreement shall automatically renew for one additional five-year term unless a Party to the Agreement initiates a renegotiation. Any Party may unilaterally initiate renegotiation of this Agreement at any time prior to its expiration. This Agreement may be terminated earlier by written agreement of all Parties.

36. Any Party wishing to withdraw from this Agreement must provide written notice to all other Parties of its intent to withdraw at least one year prior to its withdrawal. Upon receipt of a timely notice of withdrawal ("First Notice"), any other Party may, within ninety (90) days of receipt of the First Notice, give written notice to all other Parties of its intent to also withdraw on the same date as the date of withdrawal stated in the First Notice. This Agreement shall not terminate upon the withdrawal of any Party or Parties so long as there remain at least two Parties to this Agreement. Upon the effective date of this Agreement, the 2022 Agreement shall terminate and be superseded in full. All promises, representations or obligations calling for the expenditure of public funds by any of the Parties hereto shall be dependent upon, and limited to, duly adopted appropriations as may be authorized from year to year.

37. The Parties shall commence consultations and discussions on or about January 1, 2034, which shall be ongoing from time to time thereafter, on whether this Agreement should be renewed, extended, modified, replaced or allowed to lapse.

38. If the entire jurisdiction of a municipal Party becomes a part of the ESD lawfully bound to the real property mill levy of ESD, this event shall trigger an automatic renegotiation of this Agreement by the remaining Parties; additionally, on the effective

date of that event if it is a January 1, or on the next January 1 following the effective date of that event, that Party shall cease to be a Party to this Agreement and the provisions of Paragraph 31 shall apply with respect to facilities and equipment title of which is held by the Party at the date it ceases to be a Party.

ANNUAL REPORT AND JOINT MEETING

39. Not later than May 1 of each year, the Authority shall provide a report to the Parties containing the following: (a) audited financial statements for and as of the end of the previous fiscal year, including historic comparisons; (b) description of goals and objectives for the current fiscal year; (c) description of goals and objectives for the long term (at least five years); (d) description of grants considered but not applied for, grants sought, grants secured and the role of grants in the Authority's operations and capital plans; (e) capital assets inventory; (f) capital assets acquisition and disposition plan; (g) explanation of the outstanding lease purchase agreements of the Authority and the planned exercise of the lease options; (h) response times and mutual aid given and received; and, (i) any other information requested by a Party to be included in the report, provided that request is made no later than April 1 of that year.

40. Not later than June 1 of each year, the Parties shall hold a joint meeting with the Board to discuss the report submitted by the Authority, as well as any other Authority matters a Party wishes to add to the joint meeting agenda.

MISCELLANEOUS

41. Excepting any Party's withdrawal from the Agreement in accordance with Section 36, this Agreement may be amended or terminated only by written document approved by all of the Parties; provided, however, that such amendment will not affect obligations outstanding of the Authority unless provision of full payment of such obligations, by escrow or otherwise, has been made which complies with the terms of the obligations.

42. Each Party understands and agrees that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation and therefore notwithstanding anything in this Agreement to the contrary, any and all payment obligations of any Party under this Agreement are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each respective Authority's current fiscal period. Financial obligations 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, regulations, and resolutions of the respective Party and other applicable law. Upon the failure to appropriate such funds by a Party, that Party shall be considered in breach in accordance with paragraph 25 hereof.

43. None of the terms, conditions or provisions of this Agreement shall be

deemed to be for the benefit of any person or entity not a party hereto, or not expressly identified herein, and no such person or entity shall be entitled to rely in any manner on the Agreement or its terms.

44. If any provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of any other provision, and the Parties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible, and have it reflect and serve as closely as possible the original intent and purpose of same; unless the invalid provision is of such importance and materiality to the overall Agreement that its absence destroys or renders inoperable the purpose or practice implementation thereof.

45. All prior resolutions, approvals, contracts, permits and obligations of the Authority in effect immediately prior to the effective date of this Agreement shall remain valid and binding obligations of the Authority.

46. This Agreement shall be interpreted and enforced in accordance with Colorado law and any action concerning its enforcement or interpretation shall only be brought in the District Court in and for Clear Creek County, Colorado.

47. The waiver or forgiveness of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing or new waiver or forgiveness of any subsequent breach of the same or other provision of the Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have executed this Intergovernmental Agreement on the dates set forth below.

“ESD”

CLEAR CREEK COUNTY
EMERGENCY SERVICES GENERAL
IMPROVEMENT DISTRICT

ATTEST:

By: _____
George Marlin, Chair

Deputy Clerk and Recorder
for Brenda L. Corbett
Clear Creek County Clerk and Recorder

Date: _____

Approved as to form and
legal sufficiency:

Peter A. Lichtman
County Attorney

[Signatures continued on following pages]

TOWN OF GEORGETOWN

By: _____
Lynette Kelsey, Police Judge

Date: _____

Attest:

Kazia Hart, Interim Town Clerk

[Signatures continued on following pages]

TOWN OF SILVER PLUME

By: _____
Lee Berenato, Mayor

Date: _____

Attest:

Chelsea Nihiser, Town Clerk

[Signatures continued on following pages]

CITY OF IDAHO SPRINGS

By: _____
Chuck Harmon, Mayor

Date: _____

Attest:

Diane Breece, City Clerk

[Signatures continued on following page]

TOWN OF EMPIRE

By: _____
Jacob Belcher, Mayor Pro-tem

Date: _____

Attest:

Jennifer Boswell, Town Clerk

EXHIBIT A

CAPITAL ASSET INVENTORY

(reference Paragraphs 27, 29 and 31 of the Agreement)

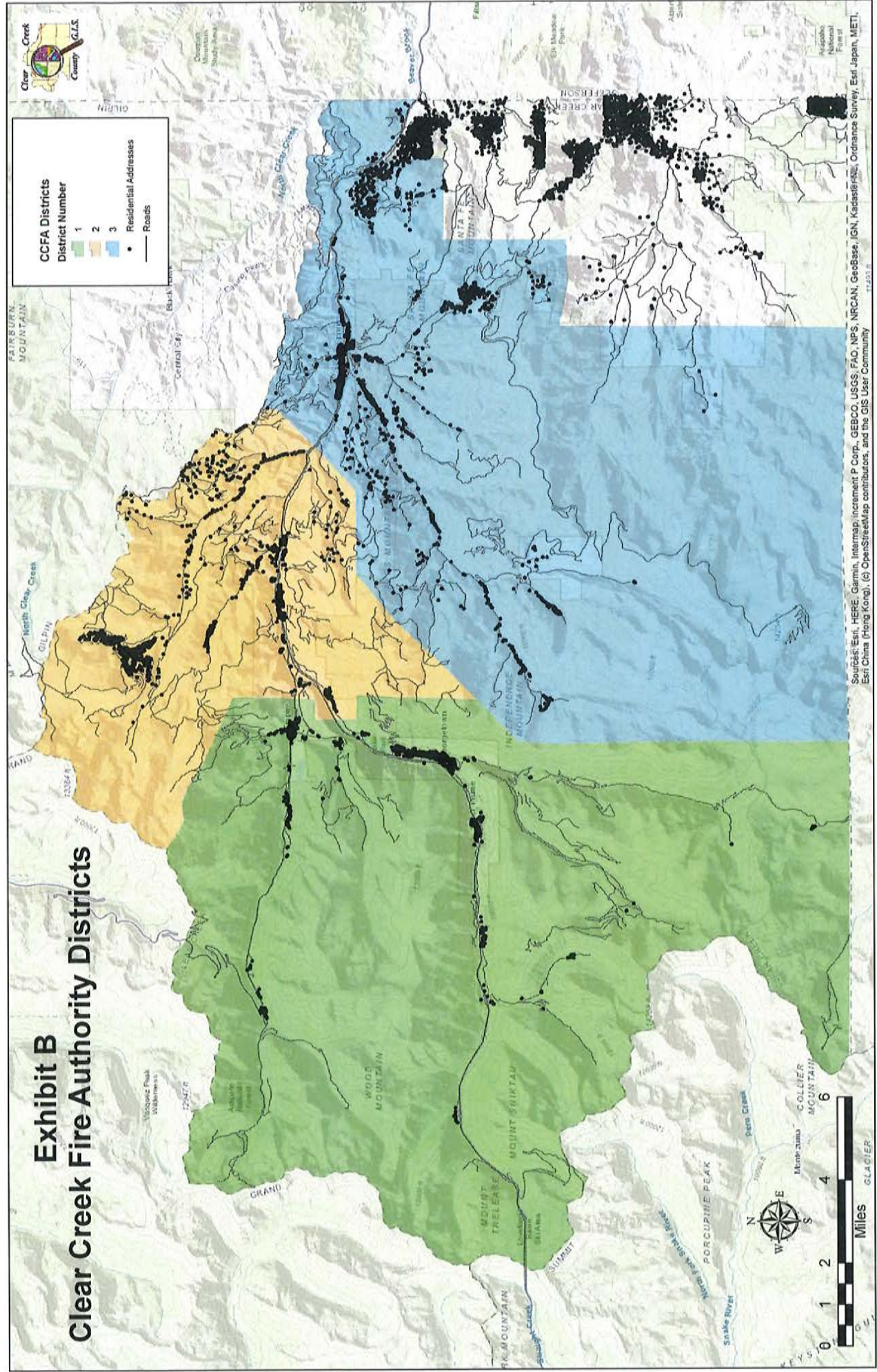
Georgetown Fire Department – Station 4	(Real Property owned by Municipality)
750 Brownell Georgetown, CO 80444	

Silver Plume Fire Department – Station 8	(Real Property owned by Municipality)
715 Main St. Silver Plume CO 80476	

Idaho Springs Fire Department – Station 2	(Real Property owned by Municipality)
2000 Colorado Blvd. Idaho Springs, CO 80452	

York Gulch Fire Department – Station 9	(Real Property owned by ESD)
1181 York Gulch Rd. Idaho Springs, CO 80452	

Exhibit B Clear Creek Fire Authority Districts



Source: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Beijing), Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: November 12, 2024
Subject: Staff Report Regular Meeting

- ✓ Sales Tax Report
- ✓ Building Permit Report
- ✓ During the 24 working days of October, City Hall received and processed 1,262 incoming phone calls.
- ✓ Danielle Lewis has set up City Hall's phone tree and it has helped City Hall staff immensely. Thanks Danielle!
- ✓ City Hall will be closed Thursday and Friday November 29th and 30th for Thanksgiving
- ✓ Next City Council work session will be held Monday November 18th.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$136,640.85	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	16.92%	16.92%	312,734.13	267,471.90
Feb	\$182,564.35	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	12.72%	14.61%	681,097.38	594,266.72
Mar	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	6.29%	11.56%	1,046,933.27	938,447.15
April	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	-3.31%	7.43%	1,396,005.79	1,299,479.32
May	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93	\$402,360.50	-0.13%	5.64%	1,798,366.29	1,702,379.25
June	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49	\$310,527.71	-2.27%	4.39%	2,108,894.00	2,020,112.74
July	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09	\$346,473.76	2.20%	4.08%	2,455,367.76	2,359,141.83
August	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74	\$471,665.00	5.89%	4.37%	2,927,032.76	2,804,584.57
Sept	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21	\$549,871.19	-2.21%	3.27%	3,476,903.95	3,366,875.78
Oct	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55	\$477,026.41	-0.61%	2.78%	3,953,930.36	3,846,841.33
Nov	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60	\$432,939.99	-1.14%	2.38%	4,386,870.35	4,284,776.93
Dec	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75		-100.00%	-5.89%	4,386,870.35	4,661,564.68
Total	\$2,302,973.44	\$2,476,437.57	\$2,653,084.00	\$2,951,774.03	\$2,934,789.06	\$3,596,977.13	\$3,778,643.59	\$4,661,564.68	\$4,386,870.35				
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%	83.18%				

Permit Acceptance Date: 10-01-2024 - 10-31-2024

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Received Date	Review Date	Review Completed Date	Due Date	Permit Status	Submitted Status	Plan Review Status	Submitted Name	Disciplines	Plans Examiner	Submitted #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid
Connecticut Standard																					
Permit Type: Commercial					In Progress																
10/07/2024	1353 Idaho Street, Idaho Springs	24IDSP-00080	White & Paine Glass Co	Commercial Abatement			10/08/2024	10/21/2024	10/22/2024	In Progress	Delivered	Resubmittal Required	Schedule Plan Review	Building, Mechanical, Abrasive	Laura Lynn	1	9	No	\$1,402.64	\$119.13	\$119.13
10/09/2024	1338 Colorado Boulevard, Idaho Springs	24IDSP-00084	Mountain West Contractors LLC	Commercial Abatement	10/16/2024	10/14/2024	10/16/2024	10/28/2024	In Progress	Delivered	Approved with Plan Review	Schedule Plan Review	Building, Structural	Berry Kramer	1	2	No	\$2,500.00	\$151.22	\$151.22	
10/16/2024	1319 Mine Street, Idaho Springs	24IDSP-00085		Commercial Abatement		10/16/2024	10/30/2024	10/30/2024	In Progress	Delivered	Comments Resubmittal Required	Schedule Plan Review	Building, Electrical, Mechanical, Plumbing, Structural	Laura Lynn	1	10	No	\$75,000.00	\$2,772.16	\$385.46	
Count: 3																					Total: \$78,902.64
Count: 3																					Total: \$78,902.64
Permit Type: Residential					In Progress																
10/31/2024	804 Colorado Boulevard, Idaho Springs	24IDSP-00090		Residential Abatement			11/01/2024		11/08/2024	In Progress	Not Started	Not Started	Schedule Plan Review	Building, Electrical, Mechanical, Plumbing, Structural	Parola Blind	1	1	No	\$1,895.00	\$148.70	\$148.70
Count: 1																					Total: \$1,895.00
Count: 1																					Total: \$1,895.00
Permit Type: Residential					In Progress																
10/08/2024	1565 Colorado Boulevard, Idaho Springs	24IDSP-00081	Black Diamond Electric	One Stop			11/04/2024		11/12/2024	In Progress	Not Started	Not Started	Schedule Plan Review #4	Building, Electrical, Mechanical, Plumbing, Structural	Kyle Pym	4	0	No	\$75.00	\$75.00	\$75.00
Count: 1																					Total: \$75.00
Count: 1																					Total: \$75.00
Permit Type: Residential					Completed																
10/01/2024	608 High Street, Idaho Springs	24IDSP-00079	Lifetime Home Remodeling	One Stop	10/01/2024	10/22/2024				Completed								No	\$6,920.00	\$203.80	\$203.80
Count: 1																					Total: \$6,920.00
Count: 1																					Total: \$6,920.00
Permit Type: Residential					In Progress																
10/29/2024	401 Soda Creek Road, Idaho Springs	24IDSP-00089	Icon Roofing LLC	Residential One Stop	10/29/2024					In Progress								No	\$5,000.00	\$75.00	\$75.00
10/08/2024	332 Virginia Street, Idaho Springs	24IDSP-00082	Roundtree Inc	Residential One Stop	10/08/2024					In Progress								No	\$5,300.00	\$75.50	\$75.50
10/24/2024	185 Montana Drive, Idaho Springs	24IDSP-00086	Buffalo Construction & Design LLC	Residential One Stop	10/24/2024					In Progress								No	\$19,500.00	\$392.50	\$392.50
10/24/2024	2108 Virginia Street, Idaho Springs	24IDSP-00087	Residential Road Recon Restoration	Residential One Stop	10/24/2024					In Progress								No	\$6,250.00	\$193.75	\$193.75
Count: 4																					Total: \$36,050.00
Count: 4																					Total: \$36,050.00
Permit Type: Residential					In Progress																
10/08/2024	3328 Riverside Drive, Idaho Springs	24IDSP-00083	M&I Creek Builders	One Stop	10/09/2024					In Progress								No	\$9,000.00	\$235.00	\$235.00
Count: 1																					Total: \$9,000.00
Count: 1																					Total: \$9,000.00
Permit Type: Residential					In Progress																
10/29/2024	1606 Wall Street, Idaho Springs	24IDSP-00088	Blue Sky Painting & Hestera	One Stop	10/29/2024					In Progress								No	\$4,919.00	\$148.79	\$148.79
Count: 1																					Total: \$4,919.00
Count: 1																					Total: \$4,919.00
Valuation Total: \$137,761.64																					



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: November 07, 2024

Subject: City Council Report for November 11, 2024

Requests for Action:

Chief Buseck Attended:

10/30/24: Department Heads

Public Works Grand Opening

10/31/24: Miner Street Trunk or Treat

11/04/24: Library/Carlson Bus Discussion

11/05/24: Clear Creek Advocates Board Meeting

11/07/24: County Operations Meeting

I70/Floyd Hill Emergency Responders Meeting

Training:

10/28/24-10/29/24: Two Sergeants attended Front Line Supervisor Training (Golden, CO)

11/04/24-11/08/24: One officer attended Certified Drive Training (Arapahoe County, CO)

Upcoming Training:

11/12/24-11/14/24: One officer will attend New Detective School (Commerce City, CO)

Code Enforcement:

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

Staffing:

- Officer Hardey has completed FTO and is now assigned to Patrol duties.
- ISPD has one Patrol Officer position open.

Significant Incidents:

On October 28, 2024, an ISPD officer observed a vehicle traveling on I-70 near mile marker 243.5 with no visible license plates and not maintaining its lane. The officer initiated a traffic stop on the vehicle. During the stop, the officer detected a strong odor of marijuana coming from the vehicle and noticed marijuana within reach of the driver. ISPD recovered a significant amount of marijuana during the stop. The driver was unable to provide proof of registration or insurance. As a result, ISPD towed the vehicle and cited the driver for various offenses, including no proof of insurance, no license plates attached, open containers of marijuana, and other marijuana-related violations.

On October 31, 2024, ISPD contacted a male in the 2800 block of Miner Street, who had been observed driving erratically down Colorado Blvd. While speaking to the male, he appeared to be under the influence of alcohol. The male was arrested for D.U.I, Careless Driving, and Minor in possession of alcohol.

On November 3, 2024, ISPD responded to an unresponsive, unconscious female in the 1800 block of Virginia Street. The death did not appear suspicious, and it was determined that she passed away from natural causes.

On November 5, 2024, ISPD responded to the 1400 block of Miner Street to assist medical personnel with an unconscious, unresponsive individual. It appeared that the male had passed away from natural causes.



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

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: November 12th, 2024
Re. STAFF REPORT PUBLIC WORKS

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

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

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

The Streets Team, Continues work on Signs and pothole repairs. Our Streets team has been busy adding, changing and rearranging signage on the east portion of the City to best serve the new influx of riders to VCMP and the businesses impacted by the use of public parking. We will continue to work with CMBA and businesses to facilitate and adjust to help meet every ones needs.

Bear resistant containers should be delivered by Friday the 8th, or possibly by Monday the 11th.

The downtown reconfigure has been delayed by the weather event, we will make our best efforts to have the downtown reconfigured for the Veterans day weekend. Our man hours are being prioritized for snow plowing operations.

Construction on Virginia Canyon is making progress, F and F has been able to keep a lane of travel open with only periodic stops to traffic. Progress is slow as the F and F crew threads the needle between walls and existing utilities without damaging either.

Thanks everyone that attended the new shop open house. We received a fantastic response to our new digs and everyone was quite impressed with Idaho Springs Public Works new home. The Public Works Crew appreciate the investment made by the City residents and City Council, for the future of maintenance operations in Idaho Springs. Thank you.

**Paul Crain
Public Works Superintendent**



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

TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 11/11/2024
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

Idaho Springs Reservoir shut down for winter, 43 trips this season for adjustments and checks.

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	ND	ND	0.34	0.51	4.52

DMR complete

Automated Digester discussions

TSS probe in Sludge buffer testing

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.89)	<60	<80
Current	1.5	0	0	3.3	37	42

Maddie Dam – Start up of new Dam and screening system. Better than expected.

MOR submitted

Reservoir accounting complete



City of Idaho Springs Water Quality
1711 Miner Street
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Idaho Springs, CO 80452-0907
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Nov 1, 2024 10:59:39 AM



Nov 5, 2024 1:01:57 PM
3669 Chicago Creek Road
Idaho Springs
Clear Creek County
Colorado



Nov 5, 2024 12:58:01 PM

To: Mayor Chuck Harmon
From: Lue Howard
Re: Idaho Springs Cemetery Update
Date: October 28, 2024

The following is an update on the progress of the Cemetery Improvement Project.

The **Cemetery Entrance Sign** was knocked down by a visiting construction crew truck. Presently, Paul is working on a new sign. The first burial near 7th & High Street is mentioned in the Walking Tour Booklet was a murdered man in 1860 with no name. In 1863 space between 6th & 7th Avenues on Colorado Boulevard was designated for the cemetery. It was filled in less than a decade later. In 1873 a piece of ground for a cemetery was located about a half a mile south of town on Chicago Creek. The site was low and proved to be a problem due to the high-water table. The following spring higher land was purchased. In August 1881, a devastating flood destroyed what was left of the Colorado Boulevard cemetery. Most of the grave markers were swept down the canyon. Graves in the old cemetery were relocated to the Chicago Creek area. The oldest headstone that we have found in the cemetery is dated 1863, John B Rowen and his wife 1864, Rosamond Lamberton Rowen. Paul would like to put a date on the sign. I am not sure if the remains for the first burial were moved to the existing cemetery, but since it was the first burial, I am thinking we should go with 1860.



Our **annual cemetery clean-up day** was May 19, 2024, with 17 volunteers. Coffee and donuts were served before working and a lunch was served after completion of the project. We cleaned up bushes and the city crew hauled the limbs, etc. to the slash pile and ran them through the shredder. Volunteers were: Donna Davis, Jim Davis, Ron Earthman, Maria Schannals, Jerry Miller, Mike Morris, Vickie Morris, Olin Neill, Charlotte Kingsley, Sue

Warmack, Andy Marsh, Dan Dalpes, Jeannie Schuessler, David Schuessler, Bob Davis, Chuck Howard, Lue Howard.

A **Youth Group** volunteered on June 26, 2024, with 26 youths and adults in attendance. They hauled logs from previously cut trees to the road; trimmed lilacs bushes; removed bushes; and raked lots.

Jerry Miller volunteered 130 hours weed cutting and raking the Olde Section and most of the Golden Hill Section

David Schuessler volunteered 90 hours mowing and weed cutting the North and South Sections and outside the fence to the main entrance to the cemetery as well as other lots located in the Silver Dale Section. He cut down five large dead trees and cut them to log size. Chuck and I hauled the logs to the roadside, with some help from the Youth group where they were picked up by the city crew, and we moved branches, etc. to the slash pile.

Sixteen **Section Signs** were mounted and put up around the cemetery to designate the sections to make it easier for people to locate grave sites. The work was done by public works (Willie & Chris).



A pleasant surprise was the two **heavy toppers** were put back in place by Norman's Memorials from Greeley.



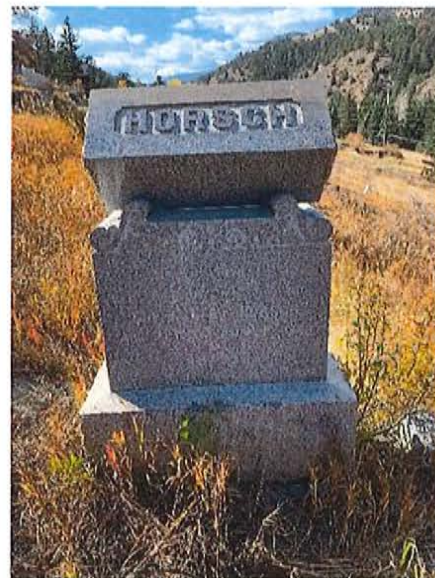
Reef Before



Reef After



Horsch Before



Horsch After

Adding **GPS locations** for all the gravesites in the cemetery is in process.

Small **headstones repaired** by Chuck Howard. New cement bases were poured, and stones remounted.



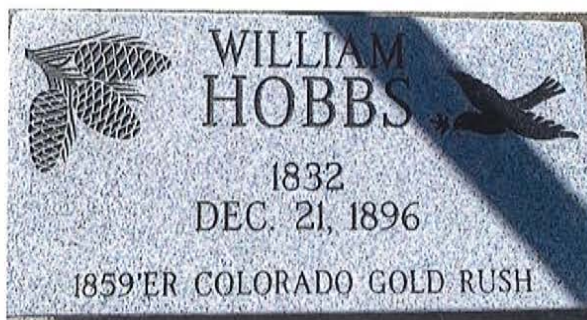
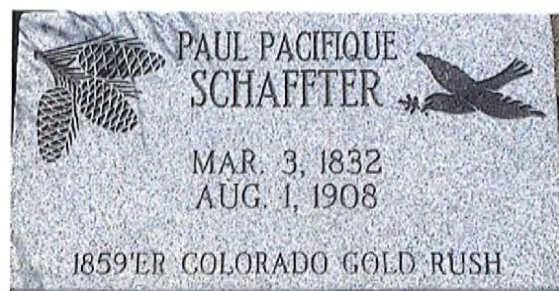
Maxam



Sabella Harvey

Thistle mitigation was done by Jeanne and David Schuessler, Jerry Miller and me. It is ongoing but we are keeping it under control.

Three 1859'ers (including first mayor) **bases poured and headstones mounted** by public works (Willie & Chris).



Project for next year:

- 1) Bushes removed or trimmed.
- 2) GPS locations added to Find A Grave for all grave sites - in progress.
- 3) Ongoing thistle management, cleaning headstones, weed cutting and raking.
- 4) Dead tree removal as needed.
- 5) Identifying walls to be repaired and trying to make it happen. It will take several years to complete.
- 6) Possibly - shelters painted or stained including roof on Long's Gazebo.
- 7) Spray paint bolts and screws on black fence if needed.

As always, thanks to public works for their cooperation, support and assistance.

Cemetery Fall Photos

