



337 E. Bennett Avenue, Cripple Creek, CO 80813

**CRIPPLE CREEK CITY COUNCIL  
REGULAR MEETING AGENDA  
JULY 6, 2022**

**REGULAR MEETING 5:30 PM – IN PERSON AND ONLINE VIA ZOOM**

**Join City Council Meeting By ZOOM**

**Meeting ID: 897 7504 7992**

**Passcode: 680290**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF MEETING MINUTES** for June 15, 2022, Regular Meeting

**PUBLIC COMMENT**

**REPORTS**

City Administrator

Finance Director

**PUBLIC HEARINGS**

1. **FIRST READING** Consider Approval of Ordinance 2022-06 Changing the City Building Code IBC Section 105.2 to Allow One Story Detached Accessory Structures to be a Maximum Size of 200 Square Feet Changed From 120 Square Feet to be Constructed Without a Building Permit; Ken Hartsfield, Building Official
2. Planning Commission and City Council Hearing to Consider and Potentially Approve or Deny a Request by Robert Gatlin and Janet Gail for a Variance to Dimensional Standards for Lots 20-31 Block 33 Hayden Placer to Change the Front Yard Setback From 5'-0" to be 0'-0". **To Be Continued to July 20, 2022 Regular City Council meeting at 5:30PM.**

**NEW BUSINESS**

- A. Consider Approval of the Heritage Center Opening and Operating a Gift Shop at their Location. Michelle Rozell; Heritage Center Director
- B. Consider Request from Colorado Opioid Abatement Council on Whether to  
1) Opt In for Cripple Creek to Receive Funds With the Accompanying

Report Obligations **or** 2) Opt Out for Cripple Creek to Forgo its Direct Payments to Redirect Funds to the Region (El Paso/Teller Counties) Frank Salvato; City Administrator

- C.** Consider Approval to Enter into a Special Detail Assignment Agreement for Police Officers with the Town of Morrison, Colorado; Bud Bright, Police Chief

## **ADJOURNMENT**



*Real Fun. Real Colorado.*

### **June 15, 2022, Regular Meeting Minutes**

Mayor Ashworth called the regular meeting of the City Council to order at 5:30 PM. Present in Council Chambers were Councilman Solomone, Mayor Pro Tem Litherland, Councilman Green, Councilwoman Trenary, Mayor Ashworth, Frank Salvato, Malissa Gish, Charles “Bud” Bright, Ken Hartsfield, Lara Loewenheim, Don Kramer, Carol Stotts, Renee Mueller, Erin Smith; City Attorney, Emily Naes; Assistant City Attorney.

Mayor Ashworth led with the Pledge of Allegiance and City Clerk Gish called roll.

### **Council Approved Meeting Minutes**

**Motion** to approve the Minutes from the June 1, 2022, Regular Meeting by Mayor Pro Tem Litherland and seconded by Councilman Green. **Motion** passed unanimously.

### **PUBLIC COMMENT:**

Rich Ingold, local non-profit representative for the area, gives an overview of the Gold Camp Association. Ingold outlines the Association’s functions and a brief history of the organization. They will hold events throughout the summer in Cripple Creek and Victor. Ingold expresses his appreciation to the city for their support.

### **ADMINISTRATOR**

Frank Salvato recognizes Ted Schweitzer and Shannon Owen for 10 years of service with the city. Our Covid testing site will close June 30, 2022, leaving only 21 sites available throughout the state.

### **FINANCE DIRECTOR**

Paul Harris was on vacation. No report.

### **PUBLIC HEARINGS**

### **PLANNING COMMISSION AND CITY COUNCIL HEARING**

Consider and Potentially Approve or Deny the Development Application Referred to as CMH Homes Inc Development Project, for Six (6) Single Family Dwellings, That Include the Following:

Mayor Ashworth opened the public hearing with the procedural steps provided by City Attorney, Erin Smith. No opposition was had regarding opening the Planning Commission.

1. **FIRST READING** to Consider Approval of Ordinance 2022-05 for the Rezoning of lot 16, Block 51, Cripple Creek, Hayden Placer Addition from Neighborhood Residential (R-3/4) to Neighborhood Mixed Use (BB). Ken Hartsfield; Building Official.  
Hartsfield presents the slide presentation showing the property and explains the applicant requests to combine the two lots into one for the construction on a single residence. All criteria have been met and satisfied by staff. No questions were asked by Council. Vincent Hall, Applicant for CHP, addresses the reasoning for the rezoning request. The area was a consolidated block. The previous owner was unaware the lots were of two zoning types, and idea is to create a conforming zoning throughout to proposed home sites. No questions were heard. Mayor Ashworth asks for anyone in favor of the project to be heard. None came forward. Mayor Ashworth asks for anyone opposing the project to be heard. None came forward.

Mayor Ashworth calls for a motion to close the Public Hearing.

**Motion** by Mayor Pro Tem Litherland and seconded by Councilman Green to close the Public Hearing. **Motion** passed unanimously.

**Motion** by Mayor Pro Tem Litherland and seconded by Councilman Solomone to Approve Ordinance 2022-05 for the Rezoning of lot 16, Block 51, Cripple Creek, Hayden Placer Addition from Neighborhood Residential (R-3/4) to Neighborhood Mixed Use (BB). **Motion** passed unanimously.

Mayor Ashworth reconvenes into Planning Commission.

2. Consider Approval of a Request for a Re-Subdivision of the of Lots 6-10, Block 51, Hayden Placer Addition and Lots 23-24, Block 12, Fremont Addition into Three Lots in the Mixed-Use Neighborhood (BB). Ken Hartsfield, Building Official. **THIS ITEM WAS WITHDRAWN BY STAFF, IT WAS DETERMINED THAT IT CAN BE HANDLED ADMINISTRATIVELY. NO ACTION IS NECESSARY FOR THIS ITEM.**
3. Consider Resolution 2022-23 Approving the Application for a Conditional Use Permit for Six (6) Single Family Homes Located in the Neighborhood Mixed-Use Zone BB at Certain Real Property Described as Lots 6-16, Block 51, Hayden Placer Addition and Lots 23-24, Block 12, Fremont Addition, TBD E. Carr Avenue and TBD N. Main St, Cripple Creek Colorado. Ken Hartsfield; Building Official.  
Hartsfield addresses the CUP application by CHP, the plot layover, surveying, and driveway locations. Hartsfield explains the overlay for the Main Street location is a bit off, but the survey and documentations shows the precise locations. Each of the three homes will have a garage on the west side of the properties with an alley running north/south from Carr. The driveways will not be located on Main St. All criteria for review has been met. Hartsfield recommends Council approve the CUP. Mayor Ashworth asks for anyone in favor of the project to be heard. Vincent Hall, Applicant CHP, expressed his excitement to bring housing to Cripple Creek and hopes for the opportunity to come to fruition. Mayor Ashworth asks for anyone opposing the project to be heard. None came forward.  
Mayor Ashworth asks for a motion to close Public Comment.

**Motion** by Mayor Pro Tem Litherland and seconded by Councilman Green to close the Public Hearing. **Motion** passed unanimously.

Mayor Ashworth reconvenes into Regular Meeting.

**Motion** by Mayor Pro Tem Litherland and seconded by Councilman Solomone to Approve Resolution 2022-23 Approving the Application for a Conditional Use Permit for Six (6) Single Family Homes Located in the Neighborhood Mixed-Use Zone BB at Certain Real Property Described as Lots 6-16, Block 51, Hayden Placer Addition and Lots 23-24, Block 12, Fremont Addition, TBD E. Carr Avenue and TBD N. Main St, Cripple Creek Colorado. **Motion** passed unanimously.

## NEW BUSINESS

- A. Consider Approval of Resolution 2022-22 for a Certificate of Appropriateness at Certain Real Property Legally Described as L1-12 B19 Cripple Creek Hayden Placer Addition Including Adjacent N2 VAC Pikes Peak Ave and W2 VAC Alley as Described at 741574, Cripple Creek, County of Teller, State of Colorado. Renee Mueller, Planning and Historical Preservation Coordinator. Mueller reviews the application requirements with Council and states the criteria has been met. It was difficult to find lighting that provided the exact foot candles required to meet code, the City Administrator approved the layout even though they did not meet the current code requirements. Mueller presents photos of the proposed fixtures to Council. Historical Preservations recommends that Council approve this COA without conditions. **Motion** by Councilman Green and seconded by Councilwoman Trenary to approve Resolution 2022-22 for a Certificate of Appropriateness at Certain Real Property Legally Described as L1-12 B19 Cripple Creek Hayden Placer Addition Including Adjacent N2 VAC Pikes Peak Ave and W2 VAC Alley as Described at 741574, Cripple Creek, County of Teller, State of Colorado. **Motion** passed unanimously.
- B. **SECOND READING** to Consider Adoption of Ordinance 2022-04 Vacating Approximately 14,532 Square Feet of the Pikes Peak Avenue Right of Way and Adjacent Alleyways: That Portion of 60-Foot Pikes Peak Avenue Lying Between the West Line of Bison Street and the East Line of Fifth Street (Formerly Colorado HWY 67): Together with the 16 Foot Alleys in Block 29: in the City of Cripple Creek. Ken Hartsfield; Building Official. Hartsfield reminds Council this is a housekeeping item from the May 18, 2022, Regular Meeting. This Ordinance was approved and published at that time. **Motion** by Mayor Pro Tem Litherland and seconded by Councilman Solomone to Adopt Ordinance 2022-04 Vacating Approximately 14,532 Square Feet of the Pikes Peak Avenue Right of Way and Adjacent Alleyways: That Portion of 60-Foot Pikes Peak Avenue Lying Between the West Line of Bison Street and the East Line of Fifth Street (Formerly Colorado HWY 67): Together with the 16 Foot Alleys in Block 29: in the City of Cripple Creek. **Motion** passed unanimously.
- C. Consider Approval of Resolution 2022-20, A Resolution Declining the City of Cripple Creek's Participation in the Family and Medical Leave Insurance Program (FAMLI). Carol Stotts; HR/Risk Management Director. Stotts reviews the FAMLI plan with Council and states that her department provided a memo to Council and all Staff on May 31, 2022 for informational purposes. The memo also requested feedback from staff. Stotts provided City Clerk Gish with a printed response (email) from a staff

member regarding a response for the record. The response was in favor of retaining the current program and thanking Heather Hildebrand and Carol Stotts for the outstanding job they do. All other responses were verbal and in favor of not participating in the FAMLI program. Stotts informs Council that HR will need to register with the FAMLI program in the fall to opt out. The city will need to inform staff of the Council's decision when the information is released. Staff recommends the decline of the FAMLI program. **Motion** by Mayor Pro Tem Litherland and seconded by Councilman Solomone to Approve Resolution 2022-20, A Resolution Declining the City of Cripple Creek's Participation in the Family and Medical Leave Insurance Program (FAMLI) with the word ALL added to seventh WHEREAS item on the Resolution. **Motion** passed unanimously.

City Clerk Gish made note of the addition of the word ALL to change it for the record. It was completed.

- D. Consider Approval of Resolution 2022-19, A Resolution to Rescind the Stage 2 Fire Ban and Enact a Stage 1 Fire Ban That Restricts Open Burning in the City of Cripple Creek, Colorado. Joe O'Connor, Fire Chief. Chief O'Connor reminds Council of the two feet of snow that dramatically decreased the fire danger, moving from EXTREME FIRE DANGER to HIGH FIRE DANGER. O'Connor recommends the Resolution to keep a STAGE I Fire Ban in place. **Motion** by Councilman Green and seconded by Mayor Ashworth to Approve Resolution 2022-19, A Resolution to Rescind the Stage 2 Fire Ban and Enact a Stage 1 Fire Ban That Restricts Open Burning in the City of Cripple Creek, Colorado. **Motion** passed unanimously.

**ADJOURNMENT** No further business was brought before the Council. Mayor Ashworth adjourned the meeting at 6:18 PM.

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Milford Ashworth, Mayor

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Malissa Gish, City Clerk

# City of Cripple Creek



## BUILDING DEVELOPMENT

337 E BENNETT AVE – PO BOX 430, CRIPPLE CREEK, CO 80813  
719-689-3588, KHARTSFIELD@CRIPPLE-CREEK.CO.US

## STAFF REPORT

TO: City Council  
FROM: Ken Hartsfield, Building Official  
CC: Frank Salvato, City Administrator  
Erin Smith, City Attorney  
SUBJECT: Building Code Revision to the maximum size of accessory buildings exempt from building permits  
DATE: July 1, 2022

### BACKGROUND:

The city has adopted the International Code Council building codes by reference with amendments in Ordinance 2019-03. This includes the 2018 International building code (IBC) for commercial projects and the 2018 International Residential Code (IRC) for single family and duplex residential projects. Both referenced codes have provisions defining projects that do and do not require building permits.

IBC Section 105.2 Work exempt from permit includes 1.) One-Story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided that the floor area is not greater than 120 square feet.

IRC Section 105.2 Work exempt from permits includes 1.) One Story detached accessory structures provided that the floor area does not exceed 200 square feet. The IRC further defines accessory structures as a structure that is accessory to and incidental to that of a dwelling and is located on the same lot. This would include structures used as tool and storage sheds, playhouses, and similar uses which are those specified in the IBC as accessory structures.

### DISCUSSION:

The size allowed by the two sections of the code are inconsistent for structures of similar use. The maximum size per the IBC is 120 square feet while the IRC is 200 square feet.

The City Building code requires that for a structure to receive a permit an engineered soils report, an engineered foundation design, and a frost protected be provided. A frost protected foundation for an unheated structure requires that the bottom of the foundation to be at least 36” below grade to prevent frost heave. The difference in cost and effort between constructing a 120 sf unpermitted shed that does not have these requirements and a 200 sf permit shed with a required permit can be considerable.

A particular case is The City Public Works Department has storage sheds on City property that are more than 120 and but less than 200 square feet in size. These have not been permitted in violation of current building code.

The buildings are well constructed, pre-manufactured buildings. It is typical that building of this size and type be constructed on wood skid or pad footings without a foundation. To be permitted each of the structures would need a engineered soils analysis, an engineered foundation design, and a foundation at least 36” deep. If the proposed changes to the building code were made these existing structures would not be required to be permitted and no changes would be necessary.

The proposed change is to modify section 105.2 of the International Building Code to allow single story accessory structures that are 200 square feet in floor area or less to be constructed without requiring a building permit. This would eliminate the requirements for a soils report, an engineered foundation and a frost protected foundation. Zoning and setback requirements would remain in effect and unchanged.

## RECOMMENDATION

Staff finds that the making changes to the building Code allowing unpermitted accessory structures to be as large as 200 Square feet is reasonable. It will make the residential and commercial building codes consistent with each other. The increase in size will not create any greater hazard than that which currently exist with residential accessory buildings.

As such, staff recommends that the City Council approve the proposed Building Code Change.

**ORDINANCE NO. 2022-06  
CITY OF CRIPPLE CREEK**

**AN ORDINANCE CHANGING THE CITY BUILDING CODE AND BY REFERENCE SECTION 105.2 OF THE INTERNATIONAL BUILDING CODE TO ALLOW ONE STORY DETACHED ACCESSORY STRUCTURES TO BE A MAXIMUM SIZE OF 200 SQUARE FEET CHANGED FROM 120 SQUARE FEET TO BE CONSTRUCTED WITHOUT A BUILDING PERMIT.**

WHEREAS, the City Council for the City of Cripple Creek, Colorado finds reason to make the building permit requirements for residential and commercial accessory buildings consistent with one another, and

WHEREAS, The City of Cripple Creek Building Codes does not require one story detached residential accessory structures that are 200 square feet in size or less to be issued a building permit, and

WHEREAS, The current City of Cripple Creek Building Code requires commercial single story detached accessory buildings larger than 120 square feet to be permitted is inconsistent with requirements for similar residential structures, and

WHEREAS, under the circumstances, the City Council for the City of Cripple Creek finds it appropriate to revise the size of unpermitted commercial accessory storage structure to be 200 square feet or less in area.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

The City Cripple Creek Building Code and by reference the International Building Code Section 105.2 Work exempt from permits, Building: 1 be changed to read: One-Story accessory structures used as tool or storage sheds, playhouses and similar uses provided the floor area is not more than 200 square feet.

PASSED ON THE FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Malissa Gish, City Clerk

PASSED ON SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Approved: \_\_\_\_\_  
Milford Ashworth, Mayor

Attest: \_\_\_\_\_  
Malissa Gish, City Clerk

Approved as to form: \_\_\_\_\_  
Erin Smith, City Attorney



TO: Mayor Ashworth and City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: July 6, 2022

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**REQUEST:** Consider allowing the Heritage Center to open a gift shop at that location to sell gifts associated with the history of Cripple Creek.

**OVERVIEW & ANALYSIS:** It is my understanding that a past City Council voted not to allow a gift shop to operate at the Heritage Center due to conflicting businesses within the City selling gifts. This office has had a request for the City Council to reconsider allowing the gift shop.

**BUDGET IMPACT:** If approved and depending on what merchandise is allowed to be sold, this could assist the Heritage Center in off-setting some of its cost/expenditures.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Staff recommends approval and allow the Heritage Center to sell item related to the history of Cripple Creek.



TO: Mayor Ashworth and City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: July 6, 2022

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**REQUEST:** Consider request from Colorado Opioid Abatement Council on whether to: 1) opt in for Cripple Creek to receive funds with the accompanying report obligations or 2) opt out for Cripple Creek to forgo its direct payments to redirect funds to the Region (El Paso/Teller Counties}

**OVERVIEW & ANALYSIS:** At a previous City Council meeting, the Council voted to participate in the Opioid settlement agreement. The Colorado Opioid Abatement Council is now asking if the City of Cripple Creek would like to receive the settlement funds directly or to have them sent to the Region in which we are assigned – El Paso/Teller Counties. If the City opts in, the City is responsible for the reporting obligations.

There is another option which they call a modified settlement which a few cities/counties have entered into written agreements. The City could agree to send the settlement funds directly to Teller County instead of the region. This would require an agreement with Teller County.

If the City agrees to opt in and receive the funds directly, the City could redirect its funds in the future to the County or Region.

**BUDGET IMPACT:** Based on the current estimated distribution, Cripple Creek stands to receive \$8,376.37 for Year 1 and the total opioid settlement funds over 18 years \$74,485.37, directly from Colorado's recent settlements with Johnson & Johnson and the three drug distributors. Of course, these funds can only be spent as directed by the settlement agreement.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Staff recommends opting in and receiving the funds directly at this time. Once we meet with the Region and/or Teller County, we can decide whether or not to continue receiving the funds directly to redirect them to the Region or Teller County.

# **POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES**

## **I. TREATMENT**

### **A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS**

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

## **B. INTERVENTION**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

## **C. CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
  - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**D. WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

**E. PEOPLE IN TREATMENT AND RECOVERY**

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

**II. PREVENTION**

**F. PRESCRIBING PRACTICES**

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

#### **G. MISUSE OF OPIOIDS**

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

#### **H. OVERDOSE DEATHS AND OTHER HARMS**

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **III. ADDITIONAL AREAS**

#### **I. SERVICES FOR CHILDREN**

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### **J. FIRST RESPONDERS**

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

#### **K. COMMUNITY LEADERSHIP**

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

**L. STAFFING AND TRAINING**

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**M. RESEARCH**

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

**N. OTHER**

1. Administrative costs for any of the approved purposes on this list.



TO: Mayor Ashworth and Council Members

FROM: Charles Bright

AGENDA ITEM:

DATE: June 28, 2022

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**REQUEST:**

The police department is requesting council approval to enter into a Special Detail Assignment Agreement for Police Officers with the Town of Morrison, Colorado.

**OVERVIEW & ANALYSIS:**

The Town of Morrison Police Department asked if the Cripple Creek Police Department would be interested in providing staff to support events at Red Rocks Amphitheatre and Bandimere Speedway this summer. We were provided with the agreement and upon review, the staff believed a reciprocal agreement would be appropriate if the City of Cripple Creek needed outside assistance.

**BUDGET IMPACT:**

The agreement provides for a fee of \$50.00 dollars per hour for each officer, which includes a \$2.00 per hour administrative fee. There is a four-hour minimum charge for each officer.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:**

Staff recommends council approve the Special Detail Assignment Agreement with the Town of Morrison, Colorado and authorize the City of Cripple Creek to submit a Special Detail Assignment Agreement to the Town of Morrison, Colorado for services provided the City of Cripple Creek.

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## **SPECIAL DETAIL ASSIGNMENT AGREEMENT FOR POLICE OFFICERS**

**THIS AGREEMENT** is made and entered into this 1st day of July 2022, by and between the City of Cripple Creek (Service Recipient) a Colorado statutory City, located at 337 E. Bennett Ave., Cripple Creek, Colorado 80813, and the Town of Morrison 321 Highway 8 Morrison, Colorado 80214 (City).

**WHEREAS**, Service Recipient desires to contract with the City to obtain the services of its sworn law enforcement personnel ("police officers" or "officers") seeking voluntary special detail assignments to provide security and law enforcement services for events within its jurisdiction; and

**WHEREAS**, Service Recipient acknowledges that since police officers' participation in special detail assignments is strictly voluntary, the City cannot guarantee it can fulfill Service Recipient's needs.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein appearing, the parties agree to as follows:

1. **Assignment of Officers.** Service Recipient, as an independent contractor, desires to obtain the services of the City's police officers seeking voluntary special detail assignments to perform law enforcement services for the 2022 events within the City of Cripple Creek, Colorado
  - 2 **Provision of Services.** The City's police department shall attempt to schedule officers pursuant to this request from its voluntary special detail assignment roster. If the request goes unfulfilled or unscheduled, the police department will notify the Service Recipient as soon as reasonably possible.
  3. **Billing.** The City shall bill the Service Recipient for services rendered by the officers at the rate of \$50.00 per hour for each officer, which includes an administrative fee of \$2.00 per hour. There is a four-hour minimum charge for each officer assigned to a special detail assignment. An additional fee will be assessed if a police vehicle is required to perform the requested duty. Such fee will be determined at the time the service is requested.
  4. **Cancellation.** The Service Recipient shall notify the City's police department of cancellation of special detail assignment as soon as reasonably possible. If cancellation occurs less than two hours prior to the start of the special detail assignment, the Service Recipient shall be billed the four-hour minimum charge for the number of Officers requested.
  5. **Enforcement of Laws.** Officers assigned pursuant to this Agreement shall confine their activities to the enforcement of state and local laws. The Service Recipient's rules and regulations, which are not a violation of state or local law, shall not be enforced.
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6. **City Emergency.** Service Recipient acknowledges that the City may require special detail officers to leave or not report to Service Recipient's facility when the City, in its sole discretion, determines an emergency exists which requires additional police staffing. In the event of such emergency, Service Recipient shall not be billed for the time of the officer's absence.
  7. **City Employees.** All officers performing special detail assignments shall, always, remain City employees subject to all City rules, regulations and requirements. All such officers shall also be covered by the City's insurance.
  8. **Uniforms.** Officers performing special detail assignments shall wear the complete uniform of a City police officer.
  9. **Indemnification.** Service Recipient agrees to the extent permitted by law to indemnify, defend and hold harmless the City, its officers, officials, representatives, agents and employees, from and against all liabilities, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or in any way be connected with the services to be provided by the City or any of the City's police officers under this Agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, mistake, accident or other fault of Service Recipient, or any officer, employee or agent of Service Recipient. Nothing herein shall be construed to limit or waive the rights, privileges, protections, limitations, and immunities granted the Parties in accordance with the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as same may be amended from time to time or otherwise available by law.
  10. **Insurance.** The Service Recipient agrees to secure and maintain, during the period of this Agreement, general liability insurance in the minimum amount of \$1,000,000 per occurrence naming the City as an additional insured party. Service Recipient further agrees to provide the City with certification evidencing such insurance and providing that coverage afforded under the policies shall not be cancelled or materially changed unless a thirty (30) day written notice has been provided to the City. The certificate of insurance shall be filed with the City's Finance Director. The parties agree that Service Recipient's membership in the Colorado Intergovernmental risk Sharing Association (CIRSA) satisfies this obligation, provided that evidence of the City being named as an additional insured party is provided as indicated.
  11. **Exemption of Statute.** The Parties agree that the provisions pertaining to the liability of the Parties set forth in C.R.S. 29-5-108 is not applicable to this Agreement.
  12. **Payment for Services.** Service Recipient shall make payment to the City within 30 days of receipt of a bill for services.
  13. **Termination.** Either party may terminate this Agreement at any time with or without cause upon 30 days written notice to the other party.
  14. **Default.** In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all costs and expenses including attorney fees and costs incurred as a result of the default.

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15. **Non-Assignment.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without written consent of the other.

16. **Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Teller, State of Colorado.

17. **Integration.** This Agreement contains the entire Agreement between the parties, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except upon written agreement signed by both parties.

**CITY OF CRIPPLE CREEK**

**TOWN OF MORRISON**

Frank Salvato, City Administrator

Kara Winters / Town Manager

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Date

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Date

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**WHEREAS**, Service Recipient acknowledges that since police officers' participation in special detail assignments is strictly voluntary, the City cannot guarantee it can fulfill Service Recipient's needs.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein appearing, the parties agree to as follows:

1. **Assignment of Officers.** Service Recipient, as an independent contractor, desires to obtain the services of the City's police officers seeking voluntary special detail assignments to perform law enforcement services for the 2022 events at Bandimere Speedway located at 3051 S. Rooney Road Morrison CO 80465 and traffic control resulting from the 2022 events held at Red Rocks Amphitheatre, Morrison CO.
  - 2 **Provision of Services.** The City's police department shall attempt to schedule officers pursuant to this request from its voluntary special detail assignment roster. If the request goes unfulfilled or unscheduled, the police department will notify the Service Recipient as soon as reasonably possible.
  3. **Billing.** The City shall bill the Service Recipient for services rendered by the officers at the rate of \$50.00 per hour for each officer, which includes an administrative fee of \$2.00 per hour. There is a four-hour minimum charge for each officer assigned to a special detail assignment. An additional fee will be assessed if a police vehicle is required to perform the requested duty. Such fee will be determined at the time the service is requested.
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  9. **Indemnification.** Service Recipient agrees to the extent permitted by law to indemnify, defend and hold harmless the City, its officers, officials, representatives, agents and employees, from and against all liabilities, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or in any way be connected with the services to be provided by the City or any of the City's police officers under this Agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, mistake, accident or other fault of Service Recipient, or any officer, employee or agent of Service Recipient. Nothing herein shall be construed to limit or waive the rights, privileges, protections, limitations, and immunities granted the Parties in accordance with the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as same may be amended from time to time or otherwise available by law.
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15. **Non-Assignment.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without written consent of the other.

16. **Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

17. **Integration.** This Agreement contains the entire Agreement between the parties, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except upon written agreement signed by both parties.

**CITY OF CRIPPLE CREEK**

**TOWN OF MORRISON**

Frank Salvato, City Administrator

Kara Winters / Town Manager

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Date

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Date

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