



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
October 11, 2021
5:30 p.m.**

❖ **2022 Budget Requests**

The Public will be able to view and hear this meeting remotely at the following address:
<https://www.colorado.gov/pacific/idahosprings/city-council-live>

Budget 2022 Highlights

All Departments

- Consider a minimum 4% wage/salary increase for employees for 2022. The greater Denver area Consumer Price Index (CPI) increased 3.5% from July 2020 to July 2021. These adjustments would include assuring that employees are within the newly adopted position salary ranges effective for 2022 and that internal pay equity is maintained within the range based on years of service.
- Employee health insurance premiums will increase by 2% in 2022, one of the lowest increases in years. There will be no increase in dental, vision and life insurance premiums for 2022. The City pays 90% of the employee health and dental premiums and 100% of the employee life insurance premiums. The City does not share the cost of vision insurance.
- Recommend acquiring a long-term disability insurance policy as an employee benefit. Currently, employees disabled off-duty do not receive any compensation once they exhaust their accrued Paid Time Off (PTO). The total annual cost for all 30 full-time employees would be \$13,709, with the expense being allocated to each department.

Administration Department

- Acquire public engagement technology and improve the City's website at a cost of approximately \$10,000.
- Add a timekeeping module at an initial cost of \$3,750 to the City's Caselle financial software that will complement the existing payroll module and create a more efficient process.
- Best & Brightest position at \$10,000 beginning July 2022, with a \$10,000 match from DOLA. The cost would be \$20,000 in 2023 and \$10,000 in 2024 with both amounts matched by DOLA.
- Add a total of \$1,600 for the City Administrator and Assistant City Administrator to join the International City/County Managers Association (ICMA), the primary professional association for city management.

Community Promotion

- Consider the budget request of the Historical Society of Idaho Springs (HSIS) for the operation of the Visitor Center at the City Council work session on October 18.
- Consider the budget request of the Idaho Springs Marketing Alliance (ISMA) at the City Council Work Session on October 18.

Police Department

(Highlights reviewed at City Council work session on October 4)

Public Works Department

Streets

- New windows for excavator @ \$2,200

Parks

- Lawn Aerator @ \$5,000
- Replacement Trees @ \$5,000

RAMP Fund

- Sodding of Courtney-Ryley-Cooper Park @ \$75,000

1% Street Fund

- Reconstruction of 16th Avenue hill between Wall Street and Virginia Street @ \$200,000

Capital Improvement Fund

- Downtown Parking Structure/Transit Center/Mobility Hub Design and Engineering (D&E) @ \$800,000 with 80% of D&E costs paid by CDOT. IGA with CDOT will be required. Currently at conceptual design stage with HDR, Walker Parking Consultants, JVA and CDOT.
- Downtown Parking Structure/Transit Center/Mobility Hub Land Swap at \$900,000 with 50% of business relocation costs paid by CDOT. Purchase CDOT right of way @ \$100,000.
- Public Works Facility Construction @ \$2.3 million, using \$1.5 million from the City, an approved \$200,000 Project 1 grant from DOLA, and an additional anticipated \$600,000 Project 2 grant from DOLA. An additional \$100,000 in supplemental funds may be available from DOLA for Project 1.
- Police Station D&E @ \$20,000 to renovate the City-owned fire station building when it is vacated in 2023 by the Clear Creek Fire Authority.
- West Hose House Restoration at \$120,000, including a \$25,000 bequest from a donor to the HSIS.
- Trails Construction at Virginia Canyon Mountain Park @ \$380,000 beginning in December 2021 (contract already approved). Most of the cost paid for by grants from Colorado Parks and Wildlife (CPW) and Greater Outdoor Colorado (GOCO).
- Replace playground equipment at CRC Park @ \$150,000. Use accrued Lottery funds of approximately \$75,000 and apply for grants to pay for all or part of the cost.
- Citizens Park Restrooms renovation @ \$100,000. D&E is being finalized this fall.
- Library Landscape Project @ \$280,000, using an anticipated \$150,000 CDOT grant. Bids have been received. Awaiting confirmation on available funding.
- Replace two City Hall lower-level exterior doors @ \$10,000.
- City Hall windows and exterior restoration @ \$150,000. D&E has been completed.
- City Hall restrooms renovation @ \$100,000. D&E has been completed.
- Landscape/drainage project at Anderson Park/City Hall @ \$150,000
- Train Coach continuing exterior renovation @ \$100,000.

- Train Coach interior restoration @ \$100,000. Apply for State Historic Fund grant to pay for all or part of the cost.
- Train Shelter @ \$75,000. Apply for GOCO grant to pay for all or part of the cost.
- Replace Public Works – Streets pickup with plow and liftgate at \$52,000

Water/Wastewater Department

Water and Wastewater Enterprise Fund CIP

- Backhoe @ \$120,000 split between Water, Wastewater and Streets

Water Enterprise Fund CIP

- Water Filters @ \$125,000
- Access Road Reconstruction @ \$125,000
- Clarifier @ \$25,000
- Sediment @ \$45,000
- TOC Analyzer @ \$25,000
- Pump @ \$25,000
- Water Line Repairs @ \$100,000
- Montane Generator @ \$75,000
- Check valve Soda Hill Tank @ \$25,000

Wastewater Enterprise Fund CIP

- Maintenance projects @ \$100,000
- Camera East Line @ \$10,000



CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
MEETING WILL BE REMOTE
October 11th, 2021
7:00 P.M

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the October 11th, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES`**
 - a) Move to approve the minutes from September 27, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to October 11, 2021
- VIII. SCHEDULED PUBLIC COMMENT**
- IX. UNSCHEDULED PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
 - a) Staff report with no request (s) for action
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
 - a) Resolution #21, Series 2021 A resolution supporting a “YES” vote on City ballot question 2A concerning the imposition of a City Marijuana Excise Tax.
 - b) Resolution #22, Series 2021 A resolution supporting a “yes” vote on City ballot question 2B to increase the City sales tax rate by (1%) and dedicate the revenues to Water and Wastewater Capital Improvements.
- XIV. ORDINANCE FIRST READING**
 - a) Ordinance #20, Series 2021 An ordinance adopting by reference the 2020 edition of the National Electric Code, providing penalties for violating the same and making conforming amendments to Chapter 19 of the Idaho Springs Municipal Code.
- XV. ORDINANCE SECOND READING**
- XVI. FINANCE OFFICER**
- XVII. ASSISTANT CITY ADMINISTRATOR**
 - a) 1 Request for Action. Move to approve an Agreement and Scope of Service with Interstate Parking Colorado for Parking Management Services.
- XVIII. CITY ADMINISTRATOR**
 - a) Staff report with no request (s) for action
- XIX. CITY CLERK**
 - a) No staff report submitted
- XX. POLICE DEPARTMENT**
 - a) Staff report with no request (s) for action.
- XXI. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with 1 request (s) for action. Move to approve \$108,000.00 to ACC West Constructors for ADA ramp construction from line #23-00-6016.
- XXII. PUBLIC WORKS: WATER/WASTEWATER**
- XXIII. COMMITTEE REPORTS**
- XXIV. MAYOR and COUNCIL**
- XXV. ADJOURN** to October 25, 2021

REMOTE MEETING PUBLIC ATTENDANCE INSTRUCTIONS

The Public will be able to view and hear this meeting remotely at the following address:

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

For Scheduled Public Comment, please fill out and return the following form to the City Clerk no later than Noon (12 P.M.) the Thursday before this meeting:

https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf

The public will be able to sign up for Unscheduled Public Comment and Public Hearings by emailing the City Clerk at cityclerk@idahospringsco.com contact information including name and phone number by 3 PM on the day of the scheduled meeting. Each Public/Unscheduled Comment will be limited to 3 minutes.

**IDAHO SPRINGS CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 27, 2021**

The City Council of the City of Idaho Springs held a regular meeting on September 27, 2021, in the gymnasium at Carlson Elementary School. Mayor Hillman called the meeting to order at 7 p.m.

Answering the roll were: Mike Hillman, Bob Bowland, John Curtis, Scott Pennell, Chuck Harmon, Art Caccavale. Jim Clark was absent. Also present was City Clerk Diane Breece, City Administrator Andy Marsh, Public Works Superintendent John Bordoni, Police Chief Nate Buseck, Assistant City Administrator Jonathan Cain, City Planner Jerad Chipman, Finance Officer Lorraine Trotter and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for September 27, 2021 Scott Pennell seconded, all in favor unanimous RC.

Conflict of Interest

Scott Pennell had a conflict of interest with Ordinance 17 and 18 and therefore left the gymnasium during the discussion of those ordinances.

Approval of Minutes

Chuck Harmon moved to approve minutes of September 13, 2021. Bob Bowland seconded, all in favor unanimous RC.

Approval of Bills

Scott Pennell moved to approve bills to September 27, 2021. Art Caccavale seconded, all in favor VV.

Scheduled Public Comment

None (comment moved to public hearing)

Unscheduled Public Comment

Bruce Boynton stated that what he says really doesn't matter to the City as he lives outside the City limits. Scared of the SID, been reading up on it. Feels it should be a city-wide vote and not just the businesses. The improvements should have been done decades ago when there was money for them. He's just scared.

Lindsey Valdez works for the CCEDC. There are significant needs for the parking deck, wanted to reiterate that this was just the first step to form the SID, that no assessment yet. Would be shame to let the CDOT money go for the parking deck.

Finance Officer

The Finance Officer went over the GL funds so far for 2021. The City is at about 76% regarding the projected budget for 2021. The Finance Officer stated that anything over 67% was great for this time of the year. Parking fines are at 30% of the budgeted amount. The water fund has 5 million in fixed assets. \$41,000.00 went to help individuals in the community as well as the business's during the pandemic.

Community Development Planner

This is step 1 of a 2-step process. Step 1 is rezoning. Residential units, 120 residential units, 12,000 sq ft of retail (max), PD (Planned Development) has restrictions which allows for more control of what can be built there. Transportation improvements.

Resolutions

Scott Pennell moved to approve Resolutions #20, Series 2021. Chuck Harmon seconded, all in favor unanimous RC.

Ordinances First Reading

Chuck Harmon moved to approve Ord #19. Bob Bowland seconded, all in favor unanimous RC.

Public Hearing opened 7:33 pm

Applicant testimony

Creating work force housing specifically for the school district, Clear Creek Recreation District and our service industry workers. Development is focused on creating affordable housing and also the creation of a park. Development will have studio, one bedroom, two bedroom and 4 bedroom apartments. The developer cannot commit to a development plan until she knows what she can build. Open space will be deed restricted so it can never be changed into anything else besides a park. There will be 8% open space, 10% public open space. The entrance to the development has been designed to be close to the highway to help alleviate most additional traffic in the historic downtown.

Public

Bruce Boynton takes this development as a threat. Please don't rezone our high school football field. He asks for exact plans prior to rezoning, it's an un-community thing, changing the football field.

Mike Caistor states that this development needs to be special if the city is going to allow it. This development is a carrot on a stick, it favors the developer and not the public. Monstrosity will block views of the mountains, and that he is being steamrolled.

Cameron Marlin is supportive, will benefit the labor shortage and allow for more housing options. It will appeal to more people, increase population, childcare, and the ability to serve all ages and abilities. The benefits outweigh the cons.

Peggy Stokestad is supportive, feels its best for Idaho Springs, it's a thoughtful approach, will have economic benefits, and that this development is something we can be proud of.

Lindsey Valdez is supportive, this is a very professional development, a lot of public engagement from the developer for this process, we have lost our workforce. The new apartments in Georgetown are all full, and this will bring more children to our schools.

Mitch Houston thinks this will benefit all of our departments, fire, Recreation center, the school etc as there is planned 8-16 units reserved for public employees.

Paula Dietz is not supportive; she questions the limitations. She understands that green space cannot make money and that the city needs to look at the greater good and do no harm to the current residents. This development will bring more crime, more people, will be a strain on our PD department, our Fire Department, EMS, etc. This development should have exact parameters prior to rezoning.

Mike Kowalewski asks the question of what happens to the parking spaces that the recreation center will lose because of this development. As there are requirements for parking that the rec center must abide by, and this development will reduce the required amount of parking. There are residential

ramifications, school kids crossing the streets all of the time. States we are ahead of ourselves, and not ready for a decision.

Eric Dietz states this development will widen the road, create more traffic and lots of congestion. 10' vs 3' setbacks are a very big difference and will have the apartments 3' from the road. That setback is not big enough. There will be ice buildup created by the shading the buildings will cause. 46' is a huge building, there is nothing actual, only ideas of what will be built. He does not want the rezone, he would like to keep the field, suggests more control over what gets built.

Kent Slaymaker asks why not leave it zoned as Parks vs Planned Development. Asked for clarification on why the entire property would be changed to Planned Development vs just a portion of the property, The projected park area is currently zoned C2 and not parks, he states this is a good plan and is supportive.

The following items were discussed by council:

Art Caccavale asks how the developer finds out if a potential renter is qualified for the apartments?

Background checks, credit checks? Art also asked for the rental costs for each size of apartment. Mr.

Caccavale also asked if a high-density project like this one effect the current home values in the city.

Bob Bowland stated that the park area (the current bus barn) has never been open to the public as a park and has only currently been used as a COVID testing site.

Chuck Harmon has the confidence in staff that the future FDP will be reviewed to make sure its what is right for the city. There are protections included in this development.

John Curtis had no comments.

Mayor Mike Hillman stated that the FDP will come later, there are protections in a PD (Planned Development) zone and it will be deed restricted and the city needs housing. Mayor thanks everyone for commenting and attending the hearing.

Public Hearing adjourn

Mayor Michael Hillman adjourned the Public Hearing at 9:28 pm.

Ordinances Second Reading.

Chuck Harmon moved to approve Ord #17, Series 2021. John Curtis seconded, 5-1 in favor VV Art Caccavale voted no.

Chuck Harmon moved to approve Ord #18, Series 2021. John Curtis seconded, 5-1 in favor VV Art Caccavale voted no.

Assistant City Administrator

Scope of Service Parking Management Services to be tabled 2 weeks.

City Administrator

No staff report submitted

City Clerk

Bob Bowland moved to approve a sewer credit of 239.55 to Chicago Creek Sanitation. Scott Pennell seconded, all in favor unanimous RC.

Police Department

Staff report-

Public Works and Parks

Chuck Harmon moved to approve \$8,700 to J&M Architects from line item 2100-6024.
Art Caccavale seconded, all in favor unanimous RC.

Adjourn

Mayor Hillman adjourned the meeting at 9:40 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A T & T Mobility (283)								
287246995984X09212021								
287246995984X09212021	Invoice	Cell Phone/WasteWater	09/21/2021	10/08/2021	70.25	Open	08/21	52-00-5335
287246995984X09212021	Invoice	Cell Phones/Water	09/21/2021	10/08/2021	70.25	Open	08/21	51-00-5335
Total 287246995984X09212021:					140.50			
Total A T & T Mobility (283):					140.50			
Adamson Police Products (1332)								
362085								
362085	Invoice	Rifles	09/15/2021	10/15/2021	3,180.00	Open	09/21	10-30-6040
Total 362085:					3,180.00			
Total Adamson Police Products (1332):					3,180.00			
APWA (947)								
646450 2022								
646450 2022	Invoice	Annual Dues 11/1/21-10/31/22	08/02/2021	11/01/2021	360.00	Open	13/21	10-10-5304
Total 646450 2022:					360.00			
Total APWA (947):					360.00			
Aquafix (2008)								
37001								
37001	Invoice	Defoam	07/12/2021	10/15/2021	290.23	Open	07/21	52-00-6210
Total 37001:					290.23			
Total Aquafix (2008):					290.23			
Blackstone Rivers Ranch (2016)								
1062021								
1062021	Invoice	Event for Retirement Part	10/06/2021	10/15/2021	1,080.24	Open	10/21	10-21-5032
Total 1062021:					1,080.24			
Total Blackstone Rivers Ranch (2016):					1,080.24			
Browns Hill Engineering & Cont (1416)								
488								
488	Invoice	SCADA Leasing Agreement WTP	10/01/2021	11/01/2021	1,620.00	Open	11/21	51-00-5000
Total 488:					1,620.00			
489								
489	Invoice	SCADA Leasing Agreement WWT	10/01/2021	11/01/2021	1,620.00	Open	11/21	52-00-5000
Total 489:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					3,240.00			
C & C Machine & Welding (34)								
029148								
029148	Invoice	Repair to Sand Spreader	09/29/2021	10/15/2021	150.00	Open	09/21	10-10-6150
Total 029148:					150.00			
Total C & C Machine & Welding (34):					150.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Caselle Inc. (287)								
112385								
112385	Invoice	Contract Support	10/01/2021	10/26/2021	337.50	Open	11/21	10-10-5108
112385	Invoice	Contract Support	10/01/2021	10/26/2021	337.50	Open	11/21	10-20-5108
112385	Invoice	Contract Support	10/01/2021	10/26/2021	337.50	Open	11/21	10-30-5108
112385	Invoice	Contract Support	10/01/2021	10/26/2021	168.75	Open	11/21	51-00-5108
112385	Invoice	Contract Support	10/01/2021	10/26/2021	168.75	Open	11/21	52-00-5108
Total 112385:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
3035672130X9222021								
3035672130X9222021	Invoice	Internet service/Waste Water	09/22/2021	10/14/2021	205.52	Open	10/21	52-00-5335
Total 3035672130X9222021:					205.52			
3035679613X9252021								
3035679613X9252021	Invoice	Phone Lines Water Plant Fire Alar	09/25/2021	10/16/2021	184.22	Open	10/21	51-00-5335
Total 3035679613X9252021:					184.22			
Total CenturyLink (569):					389.74			
Chicago Creek Sanitation (434)								
2021-10								
2021-10	Invoice	Maintenance Fee	09/28/2021	10/28/2021	145.00	Open	10/21	52-00-5206
Total 2021-10:					145.00			
Total Chicago Creek Sanitation (434):					145.00			
Clear Creek County Road & Bridge (1278)								
SEPTEMBER 2021								
SEPTEMBER 2021	Invoice	Fleet fuel/Parks	10/01/2021	10/31/2021	333.36	Open	09/21	10-60-6191
SEPTEMBER 2021	Invoice	Fleet fuel/Police	10/01/2021	10/31/2021	2,112.21	Open	09/21	10-30-6191
SEPTEMBER 2021	Invoice	Fleet fuel/Streets	10/01/2021	10/31/2021	950.69	Open	09/21	10-10-6191
SEPTEMBER 2021	Invoice	Fleet fuel/WasteWater	10/01/2021	10/31/2021	83.02	Open	09/21	52-00-6191
SEPTEMBER 2021	Invoice	Fleet fuel/Water	10/01/2021	10/31/2021	83.02	Open	09/21	51-00-6191
Total SEPTEMBER 2021:					3,562.30			
Total Clear Creek County Road & Bridge (1278):					3,562.30			
Clear Creek Fire Authority (65)								
10.01.2021								
10.01.2021	Invoice	4th quarter	10/01/2021	10/30/2021	32,318.75	Open	10/21	10-50-5050
Total 10.01.2021:					32,318.75			
Total Clear Creek Fire Authority (65):					32,318.75			
Clear Creek Supply (291)								
339854								
339854	Invoice	Air and fuel filters	09/01/2021	10/10/2021	128.23	Open	09/21	10-60-6150
Total 339854:					128.23			
339880								
339880	Invoice	Filter	09/01/2021	10/10/2021	5.99	Open	09/21	10-10-6150
339880	Invoice	Oil	09/01/2021	10/10/2021	34.32	Open	09/21	10-10-6150

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 339880:					40.31			
339881								
339881	Invoice	Screws	09/01/2021	10/10/2021	4.99	Open	09/21	10-30-5208
339881	Invoice	Washers	09/01/2021	10/10/2021	3.20	Open	09/21	10-30-5208
Total 339881:					8.19			
340077								
340077	Invoice	Tube and suction	09/07/2021	10/10/2021	14.66	Open	09/21	10-10-6020
Total 340077:					14.66			
340199								
340199	Invoice	file	09/08/2021	10/10/2021	11.99	Open	09/21	10-60-6020
Total 340199:					11.99			
340299								
340299	Invoice	Air filter	09/10/2021	10/10/2021	14.56	Open	09/21	10-10-6150
Total 340299:					14.56			
340357								
340357	Invoice	Plug	09/13/2021	10/10/2021	63.02	Open	09/21	10-10-6150
Total 340357:					63.02			
340530								
340530	Invoice	hex driver	09/16/2021	10/10/2021	4.37	Open	09/21	10-60-6020
Total 340530:					4.37			
340687								
340687	Invoice	washer fluid	09/20/2021	10/10/2021	12.36	Open	09/21	52-00-6150
Total 340687:					12.36			
340736								
340736	Invoice	hex Key	09/21/2021	10/10/2021	11.98	Open	09/21	10-10-6020
Total 340736:					11.98			
340737								
340737	Invoice	halogen Headlight	09/21/2021	10/10/2021	27.94	Open	09/21	10-10-6150
Total 340737:					27.94			
340743								
340743	Invoice	Bolts	09/21/2021	10/10/2021	12.50	Open	09/21	10-10-6191
Total 340743:					12.50			
340768								
340768	Invoice	hook, rope primer glue	09/21/2021	10/10/2021	26.86	Open	09/21	52-16-5205
Total 340768:					26.86			
340835								
340835	Invoice	allen key	09/22/2021	10/10/2021	2.40	Open	09/21	10-10-6020

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account	
Total 340835:					2.40				
340836	340836	Invoice	allen key	09/22/2021	10/10/2021	2.48	Open	09/21	10-10-6020
Total 340836:					2.48				
340849	340849	Invoice	string refill	09/23/2021	10/10/2021	2.92	Open	09/21	10-60-6193
Total 340849:					2.92				
340850	340850	Invoice	battery cable	09/23/2021	10/10/2021	25.40	Open	09/21	51-15-6005
Total 340850:					25.40				
340880	340880	Invoice	pb blaster and oil	09/23/2021	10/10/2021	10.98	Open	09/21	10-10-6193
Total 340880:					10.98				
341094	341094	Invoice	Grinder wheels	09/28/2021	10/10/2021	18.44	Open	09/21	10-10-6193
Total 341094:					18.44				
341104	341104	Invoice	bolts	09/28/2021	10/10/2021	3.80	Open	09/21	10-10-6091
Total 341104:					3.80				
341113	341113	Invoice	washer	09/29/2021	10/10/2021	1.65	Open	09/21	10-20-5208
Total 341113:					1.65				
341124	341124	Invoice	screws	09/29/2021	10/10/2021	5.64	Open	09/21	10-10-6193
Total 341124:					5.64				
Total Clear Creek Supply (291):					450.68				
Colorado Analytical Lab (945)									
210920040	210920040	Invoice	TSS/testing	09/22/2021	10/22/2021	13.50	Open	09/21	51-00-5201
Total 210920040:					13.50				
210917030	210917030	Invoice	Water Testing	09/29/2021	10/29/2021	378.00	Open	09/21	51-00-5201
Total 210917030:					378.00				
211004047	211004047	Invoice	E-coli Testing	10/06/2021	10/30/2021	23.40	Open	10/21	52-00-5201
Total 211004047:					23.40				
211005182	211005182	Invoice	total coliform P/A compl	10/06/2021	11/05/2021	98.50	Open	10/21	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 211005182:					98.50			
Total Colorado Analytical Lab (945):					513.40			
Colorado Community Media (1981)								
37131								
37131	Invoice	Employment Ads	10/01/2021	10/31/2021	119.55	Open	09/21	10-20-5313
Total 37131:					119.55			
Total Colorado Community Media (1981):					119.55			
Colorado Water Resources & Power Dev. Au (1942)								
W19F061 11/2021								
W19F061 11/2021	Invoice	W19F061 Interest	10/01/2021	11/01/2021	7,244.71	Open	11/21	52-79-8102
W19F061 11/2021	Invoice	W19F061 Principal	10/01/2021	11/01/2021	47,367.16	Open	11/21	52-79-8101
Total W19F061 11/2021:					54,611.87			
W20F430 11/2021								
W20F430 11/2021	Invoice	W20F430 Interest	10/01/2021	11/01/2021	1,250.00	Open	11/21	52-79-8110
W20F430 11/2021	Invoice	W20F430 Principal	10/01/2021	11/01/2021	7,734.35	Open	11/21	52-79-8109
Total W20F430 11/2021:					8,984.35			
Total Colorado Water Resources & Power Dev. Au (1942):					63,596.22			
Comcast (1486)								
0197295X 9232021								
0197295X 9232021	Invoice	City Hall Internet	09/23/2021	10/18/2021	239.70	Open	10/21	10-20-5335
Total 0197295X 9232021:					239.70			
Total Comcast (1486):					239.70			
Common Knowledge Technology, Inc (1549)								
55683								
55683	Invoice	Harware	09/30/2021	10/15/2021	62.00	Open	09/21	10-10-7010
Total 55683:					62.00			
55602								
55602	Invoice	it services	10/01/2021	10/15/2021	515.00	Open	10/21	52-00-5108
55602	Invoice	it services	10/01/2021	10/15/2021	515.00	Open	10/21	51-00-5108
55602	Invoice	it services	10/01/2021	10/15/2021	1,030.00	Open	10/21	10-30-5108
55602	Invoice	it services	10/01/2021	10/15/2021	1,030.00	Open	10/21	10-20-5108
55602	Invoice	it services	10/01/2021	10/15/2021	1,030.00	Open	10/21	10-10-5108
Total 55602:					4,120.00			
Total Common Knowledge Technology, Inc (1549):					4,182.00			
DPC Industries Inc. (297)								
737004617-21								
737004617-21	Invoice	Caustic soda liq	09/28/2021	10/28/2021	599.76	Open	09/21	51-00-6201
737004617-21	Invoice	drum cleaning	09/28/2021	10/28/2021	10.00	Open	09/21	51-00-6210
Total 737004617-21:					609.76			
Total DPC Industries Inc. (297):					609.76			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
FBI - LEEDA (1472)								
200059959								
200059959	Invoice	Command Leadership Institute	09/30/2021	10/30/2021	695.00	Open	09/21	10-30-5212
Total 200059959:					695.00			
Total FBI - LEEDA (1472):					695.00			
Fischer Construction (1769)								
1529.32 10.4.2021								
1529.32 10.4.2021	Invoice	Wrrf project 2	10/04/2021	10/15/2021	43,618.30	Open	09/21	55-72-7310
Total 1529.32 10.4.2021:					43,618.30			
Total Fischer Construction (1769):					43,618.30			
Hayes Poznanovic Korver LLC (214)								
43342-43344								
43342-43344	Invoice	General Legal Water Matters	10/01/2021	10/30/2021	1,268.19	Open	09/21	51-00-5101
Total 43342-43344:					1,268.19			
Total Hayes Poznanovic Korver LLC (214):					1,268.19			
Home Depot Credit Services (578)								
1180864								
1180864	Invoice	Mulch and Supplies	08/31/2021	09/28/2021	89.91	Open	09/21	10-60-6200
Total 1180864:					89.91			
9023488								
9023488	Invoice	Hose and wrenches	08/31/2021	10/18/2021	74.61	Open	09/21	10-60-6020
Total 9023488:					74.61			
9/8								
9/8	Invoice	Mulch and Supplies	09/08/2021	09/28/2021	89.91	Open	09/21	10-60-6200
Total 9/8:					89.91			
9012377								
9012377	Invoice	Greenway bridge repair	09/10/2021	09/28/2021	249.41	Open	09/21	10-60-6200
Total 9012377:					249.41			
9025040								
9025040	Invoice	Greenway bridge repair	09/10/2021	09/28/2021	172.53	Open	09/21	10-60-6200
Total 9025040:					172.53			
5013017								
5013017	Invoice	Screwdrivers and laseer measure	09/14/2021	09/28/2021	95.88	Open	09/21	10-60-6020
5013017	Invoice	Screws and clamps	09/14/2021	09/28/2021	46.63	Open	09/21	10-60-5208
Total 5013017:					142.51			
4025971								
4025971	Invoice	Stain for bike path bridge	09/15/2021	09/28/2021	352.58	Open	09/21	10-60-6200
Total 4025971:					352.58			
9011246								
9011246	Invoice	Stain for the Greenway trail bridge	09/20/2021	09/28/2021	566.33	Open	09/21	10-60-6200

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
9011246	Invoice	Tools	09/20/2021	09/28/2021	106.07	Open	09/21	10-60-6020
Total 9011246:					672.40			
8014016								
8014016	Invoice	camera	09/21/2021	10/18/2021	35.98	Open	09/21	10-10-5208
Total 8014016:					35.98			
5623929								
5623929	Invoice	Dewalt batteries	09/24/2021	10/18/2021	278.00	Open	09/21	51-15-6025
5623929	Invoice	knige, coupling and pipe	09/24/2021	10/18/2021	129.69	Open	09/21	51-15-6005
Total 5623929:					407.69			
6014278								
6014278	Invoice	Copper wire	09/28/2021	10/18/2021	34.14	Open	09/21	51-15-6005
6014278	Invoice	Hex Bolts	09/28/2021	10/18/2021	22.04	Open	09/21	10-10-6091
Total 6014278:					56.18			
Total Home Depot Credit Services (578):					2,343.71			
Honnen Equipment (144)								
1305855								
1305855	Invoice	Key.	09/13/2021	10/15/2021	64.48	Open	09/21	10-10-6150
Total 1305855:					64.48			
Total Honnen Equipment (144):					64.48			
IntelliPay (1279)								
2902								
2902	Invoice	ACH Fees	09/30/2021	10/30/2021	40.35	Open	09/21	10-20-5340
Total 2902:					40.35			
Total IntelliPay (1279):					40.35			
IPMA-HR (1914)								
65060-K6K6H6								
65060-K6K6H6	Invoice	Admin Fee	09/30/2021	10/30/2021	97.00	Open	09/21	10-30-5212
65060-K6K6H6	Invoice	Entry Level Officer Test	09/30/2021	10/30/2021	300.00	Open	09/21	10-30-5212
Total 65060-K6K6H6:					397.00			
Total IPMA-HR (1914):					397.00			
JVA Incorporated (1110)								
94352								
94352	Invoice	PW Engineering	08/31/2021	10/15/2021	375.00	Open	08/21	21-00-5103
Total 94352:					375.00			
94455								
94455	Invoice	Block 57 Review	08/31/2021	10/15/2021	1,204.00	Open	08/21	10-20-5108
Total 94455:					1,204.00			
94456								
94456	Invoice	On Call Civil	08/31/2021	10/15/2021	774.00	Open	08/21	10-20-5108
94456	Invoice	On Call Civil	08/31/2021	10/15/2021	946.00	Open	08/21	21-00-5103

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 94456:					1,720.00			
94458								
94458	Invoice	Transit Center	08/31/2021	10/15/2021	1,875.00	Open	08/21	21-00-5103
Total 94458:					1,875.00			
94464								
94464	Invoice	Milage and parking	08/31/2021	10/15/2021	26.76	Open	08/21	21-00-5103
94464	Invoice	PW Engineering	08/31/2021	10/15/2021	3,010.00	Open	08/21	21-00-5103
Total 94464:					3,036.76			
94496								
94496	Invoice	On Call Enviroment	08/31/2021	10/15/2021	220.00	Open	08/21	51-00-5108
94496	Invoice	On Call Enviroment	08/31/2021	10/15/2021	220.00	Open	08/21	52-00-5108
Total 94496:					440.00			
94515								
94515	Invoice	wwtp expansion project 2	08/31/2021	10/15/2021	4,001.00	Open	08/21	55-72-7310
Total 94515:					4,001.00			
Total JVA Incorporated (1110):					12,651.76			
Liberty Communications (1547)								
2193003								
2193003	Invoice	phone service admin	09/30/2021	10/15/2021	143.66	Open	10/21	10-20-5303
2193003	Invoice	phone service police	09/30/2021	10/15/2021	143.66	Open	10/21	10-30-5303
2193003	Invoice	phone service public works	09/30/2021	10/15/2021	143.66	Open	10/21	10-10-5303
2193003	Invoice	phone service wastewater	09/30/2021	10/15/2021	71.83	Open	10/21	52-00-5303
2193003	Invoice	phone service water	09/30/2021	10/15/2021	71.83	Open	10/21	51-00-5303
Total 2193003:					574.64			
Total Liberty Communications (1547):					574.64			
McDonald Farms (1588)								
1103								
1103	Invoice	WasteWater Hauled to Landfill	09/22/2021	10/22/2021	650.00	Open	09/21	52-00-5250
1103	Invoice	WasteWater Hauled to Landfill	09/22/2021	10/22/2021	75.90	Open	09/21	52-00-5250
Total 1103:					725.90			
Total McDonald Farms (1588):					725.90			
Michael Goodbee (1940)								
OCT 2021								
OCT 2021	Invoice	Judge	10/01/2021	10/30/2021	1,600.00	Open	10/21	10-40-5110
Total OCT 2021:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Mountain Tool and Feed (1450)								
1376								
1376	Invoice	Stihl Bar and Chain	09/25/2021	10/25/2021	81.90	Open	09/21	10-60-6020
Total 1376:					81.90			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Mountain Tool and Feed (1450):					81.90			
Murray Dahl Beery & Renaud (806)								
SEPT 2021								
SEPT 2021	Invoice	General legal	10/04/2021	10/30/2021	14,056.70	Open	09/21	10-20-5101
SEPT 2021	Invoice	legal police	10/04/2021	10/30/2021	1,827.50	Open	09/21	10-30-5101
Total SEPT 2021:					15,884.20			
Total Murray Dahl Beery & Renaud (806):					15,884.20			
Neighborhood Tree Guys (2015)								
9282021								
9282021	Invoice	Remove one large cottonwood	09/28/2021	10/15/2021	2,800.00	Open	09/21	10-10-6098
9282021	Invoice	Slash to the dump	09/28/2021	10/15/2021	342.79	Open	09/21	10-10-6098
Total 9282021:					3,142.79			
Total Neighborhood Tree Guys (2015):					3,142.79			
Peak Performance Imaging Solutions (409)								
61985								
61985	Invoice	Meter Bill	07/08/2021	07/23/2021	100.62	Open	06/21	10-30-5309
Total 61985:					100.62			
62490								
62490	Invoice	Copier Contract	10/01/2021	10/16/2021	140.00	Open	09/21	10-20-5309
Total 62490:					140.00			
62528								
62528	Invoice	Meter Bill	10/01/2021	10/16/2021	102.10	Open	09/21	10-30-5309
Total 62528:					102.10			
Total Peak Performance Imaging Solutions (409):					342.72			
Professional Management Solutions (1833)								
84550								
84550	Invoice	Financial Services	06/15/2021	10/15/2021	1,680.00	Open	06/21	10-20-5108
84550	Invoice	Financial Services	06/15/2021	10/15/2021	6,378.75	Open	06/21	10-20-5108
Total 84550:					8,058.75			
84591								
84591	Invoice	Financial Services	10/04/2021	10/15/2021	1,680.00	Open	09/21	10-20-5108
84591	Invoice	Financial Services	10/04/2021	10/15/2021	3,678.75	Open	09/21	10-20-5108
Total 84591:					5,358.75			
Total Professional Management Solutions (1833):					13,417.50			
Quill Corporation (230)								
19721664								
19721664	Invoice	Facemasks	09/22/2021	10/22/2021	36.84	Open	09/21	10-20-6010
Total 19721664:					36.84			
Total Quill Corporation (230):					36.84			
Ramey Environmental Compliance, INC (898)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
22849								
22849	Invoice	Wastewater Services	09/27/2021	10/27/2021	2,069.96	Open	09/21	52-00-5108
22849	Invoice	Water Services	09/27/2021	10/27/2021	2,069.96	Open	09/21	51-00-5108
Total 22849:					4,139.92			
22919								
22919	Invoice	Grease trap inspections	10/04/2021	10/30/2021	60.00	Open	10/21	52-00-5000
22919	Invoice	Grease Trap Inspections/McDonal	10/04/2021	10/30/2021	58.00	Open	10/21	52-00-5000
Total 22919:					118.00			
Total Ramey Environmental Compliance, INC (898):					4,257.92			
Rogers, Suzanne M. (737)								
OCT 2021								
OCT 2021	Invoice	Mileage	10/01/2021	10/31/2021	40.32	Open	09/21	10-40-5115
OCT 2021	Invoice	Prosecutor	10/01/2021	10/31/2021	1,500.00	Open	09/21	10-40-5115
Total OCT 2021:					1,540.32			
Total Rogers, Suzanne M. (737):					1,540.32			
Sensera Systems (1694)								
213433								
213433	Invoice	Camera on Miner	09/30/2021	10/30/2021	528.00	Open	13/21	10-21-5060
Total 213433:					528.00			
Total Sensera Systems (1694):					528.00			
Sprint (750)								
569628819-166								
569628819-166	Invoice	Cell phone/Police	09/27/2021	10/23/2021	273.48	Open	09/21	10-30-5335
Total 569628819-166:					273.48			
Total Sprint (750):					273.48			
Symbol Arts (998)								
0407864-IN								
0407864-IN	Invoice	Badges	10/01/2021	10/30/2021	847.75	Open	10/21	10-30-6030
Total 0407864-IN:					847.75			
Total Symbol Arts (998):					847.75			
T & D Car Wash Inc. (534)								
2021-OCT-01								
2021-OCT-01	Invoice	Car Wash	10/01/2021	10/15/2021	102.08	Open	09/21	10-30-6100
Total 2021-OCT-01:					102.08			
Total T & D Car Wash Inc. (534):					102.08			
Timberline Disposal (1467)								
4846029								
4846029	Invoice	Hwy 103 toilet	10/01/2021	10/15/2021	55.25	Open	09/21	51-00-5202
Total 4846029:					55.25			
4846941								
4846941	Invoice	200 W. Colorado Blvd Trash	10/01/2021	10/15/2021	289.87	Open	10/21	10-60-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 4846941:					289.87			
Total Timberline Disposal (1467):					345.12			
TK Elevator Corporation (1578)								
3006204609								
3006204609	Invoice	Elevator Maintenance - Visitor's C	10/01/2021	10/30/2021	547.99	Open	10/21	10-21-5430
Total 3006204609:					547.99			
Total TK Elevator Corporation (1578):					547.99			
Treatment Technology (1078)								
185292								
185292	Invoice	cleaning charge	10/05/2021	10/30/2021	80.00	Open	10/21	51-00-6201
185292	Invoice	Hazmat Delivery	10/05/2021	10/30/2021	75.00	Open	10/21	51-00-6201
185292	Invoice	Sodium hypochlorite solution	10/05/2021	10/30/2021	1,487.20	Open	10/21	51-00-6201
Total 185292:					1,642.20			
Total Treatment Technology (1078):					1,642.20			
USA Blue Book (376)								
743024								
743024	Invoice	WW Testing Supplies	09/29/2021	10/15/2021	400.04	Open	09/21	52-00-6004
Total 743024:					400.04			
Total USA Blue Book (376):					400.04			
Utility Notification Center of Colorado (1984)								
221090767								
221090767	Invoice	Locates	09/30/2021	10/15/2021	19.80	Open	09/21	51-00-5108
221090767	Invoice	Locates	09/30/2021	10/15/2021	19.80	Open	09/21	52-00-5108
Total 221090767:					39.60			
Total Utility Notification Center of Colorado (1984):					39.60			
Wear Parts & Equip Co. Inc. (965)								
23634								
23634	Invoice	6" Plow	08/26/2021	10/15/2021	263.51	Open	08/21	10-10-6007
23634	Invoice	Bolt nut washer	08/26/2021	10/15/2021	525.60	Open	08/21	10-10-6007
23634	Invoice	Bolt, nut washer	08/26/2021	10/15/2021	40.00	Open	08/21	10-10-6007
23634	Invoice	center Blade	08/26/2021	10/15/2021	1,755.72	Open	08/21	10-10-6007
23634	Invoice	End Piece	08/26/2021	10/15/2021	595.86	Open	08/21	10-10-6007
Total 23634:					3,180.69			
236341								
236341	Invoice	Bolt nut washer	09/09/2021	10/15/2021	109.44	Open	09/21	10-10-6007
236341	Invoice	Plow end	09/09/2021	10/15/2021	859.12	Open	09/21	10-10-6007
Total 236341:					968.56			
236342								
236342	Invoice	Bolt, nut washer	09/24/2021	10/15/2021	131.52	Open	09/21	10-10-6007
236342	Invoice	center Blade	09/24/2021	10/15/2021	675.16	Open	09/21	10-10-6007
236342	Invoice	End Blade	09/24/2021	10/15/2021	521.92	Open	09/21	10-10-6007
Total 236342:					1,328.60			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Wear Parts & Equip Co. Inc. (965):					5,477.85			
WEX BANK (1459)								
74328318								
74328318	Invoice	Fleet fuel - Police	09/23/2021	10/15/2021	108.91	Open	09/21	10-30-6191
74328318	Invoice	Fleet fuel - wastewater	09/23/2021	10/15/2021	160.05	Open	09/21	52-00-6191
74328318	Invoice	Fleet fuel - water	09/23/2021	10/15/2021	160.05	Open	09/21	51-00-6191
Total 74328318:					429.01			
Total WEX BANK (1459):					429.01			
Xcel Energy (540)								
748486966								
748486966	Invoice	3403 Hwy 103	09/17/2021	10/07/2021	3,667.69	Open	09/21	51-00-6001
Total 748486966:					3,667.69			
748876552								
748876552	Invoice	New Treatment Plant	09/21/2021	10/12/2021	3,276.92	Open	09/21	52-00-6001
Total 748876552:					3,276.92			
749247262								
749247262	Invoice	PW	09/23/2021	10/14/2021	279.96	Open	09/21	10-10-6001
Total 749247262:					279.96			
7492711726								
7492711726	Invoice	Parks	09/23/2021	10/14/2021	275.51	Open	09/21	10-60-6001
Total 7492711726:					275.51			
Total Xcel Energy (540):					7,500.08			
Grand Totals:					236,734.79			

Report GL Period Summary

GL Period	Amount
11/21	68,186.22
13/21	888.00
06/21	8,159.37
07/21	290.23
08/21	15,972.95
09/21	99,202.24
10/21	44,035.78
Grand Totals:	236,734.79

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



CITY OF IDAHO SPRINGS
1711 Miner Street
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Community Development Planner Communication

Document Date: September 30, 2021
Meeting Date: October 6, 2021
To: Planning Commission Members
Cc: Andrew Marsh, City Administrator
From: Jerad Chipman, AICP, Community Development Planner

RE: Community Development Monthly Report

The Community Development Planner has been working on the following recent, current, and upcoming projects.

Development applications and pre-applications:

- **Redevelopment of Block 57/Golddigger Field and the School Bus Maintenance Facility.** The City Council reviewed and approved the Planned Development (PD) Rezoning, with the conditions recommended by the Planning Commission, of the Block 57 development on September 27, 2021. The next step will be the review of the Final Development Plans (FDP) at a future Planning Commission meeting.
- **Code Updates.** Staff is reviewing additional updates to the Zoning Section of the Idaho Springs Municipal Code. The code updates will not be on the October 6, 2021 Planning Commission Agenda due to ongoing staff work with other development requests.

Other Activities:

- **Proposed housing at 2800 Miner Street.** Staff is in communications with the owner of the property regarding potential redevelopment plans.
- **Soda Creek Highlands.** Staff is in communication with the owner and developer of the property regarding an updated subdivision improvement agreement for the construction of forty-five (45) single family homes.
- **HPRC.** At the last HPRC meeting, the Commission was addressed by the City's consultant Dr. Mary Therese Anstey of HistoryMatters to gain input on the developing Historic Resource Survey Plan. The HPRC also heard a request for an interpretation of a previous Certificate of Appropriateness (COA) for the Club Hotel.
- **Variance Inquiries.** Staff has received several inquiries regarding potential variance and appeals requests. A Variance Board Meeting will be held in October.
- **Inquiries.** Staff continues to respond to a variety of planning and zoning inquiries from the public.

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 21 , Series 2021

**A RESOLUTION SUPPORTING A “YES” VOTE ON CITY BALLOT QUESTION 2A
CONCERNING THE IMPOSITION OF A CITY MARIJUANA EXCISE TAX**

WHEREAS, pursuant to Articles 10 through 12 of Title 44, C.R.S., the City, acting by and through its City Council (“Council”), has exercised its authority to permit, regulate and license certain types of retail and medical marijuana businesses to operate within the City, including marijuana cultivation operations; and

WHEREAS, pursuant to C.R.S. § 29-2-114(2), municipalities have been granted the authority to impose an excise tax on the first transfer of unprocessed marijuana from a cultivation facility to another qualifying marijuana enterprise; and

WHEREAS, to this point, the City Council has not acted to refer a ballot question concerning the imposition of a marijuana excise tax to City voters; and

WHEREAS, Clear Creek County has referred a ballot question and obtained voter approval to impose an excise tax on marijuana transfers, resulting in the revenues from the excise tax generated by marijuana cultivators located within the City flow to the County; and

WHEREAS, by Resolution No. 17, Series 2021, the City Council referred to City electors a ballot question to impose a City excise tax that, if approved, would result in the excise tax already being imposed and collected by marijuana cultivators in the City being deposited with the City rather than with the County; and

WHEREAS, said ballot question proposes the same City excise tax rate – 5% - as the excise tax rate currently imposed by the County, and will appear on City elector ballots this November as City Ballot Question 2A; and

WHEREAS, the City Council finds that a “yes” vote on Ballot Question 2A will benefit the citizens of Idaho Springs by generating additional tax revenues for any number of necessary City projects, personnel or expenses, all without actually increasing the existing tax burden on any business or person given that the excise tax already exists at the County level; and

WHEREAS, the Fair Campaign Practices Act, in C.R.S. § 1-45-117(1)(b)(III)(A), expressly allows the City Council to adopt a resolution taking a position of advocacy on a ballot issue; and

WHEREAS, the City Council therefore wishes to support and encourage a “yes” vote on City Ballot Question 2A appearing on City elector ballots this coming November 2, 2021.

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

Section 1. The City Council of the City of Idaho Springs supports a “yes” vote on the following City of Idaho Springs Ballot Question 2A at the November 2, 2021 election:

“SHALL CITY OF IDAHO SPRINGS’ TAXES BE INCREASED BY \$50,000 IN 2022 (THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2022, AN EXCISE TAX TO REPLACE THE EXISTING COUNTY EXCISE TAX WITHIN THE CITY AT THE SAME RATE OF FIVE PERCENT (5%) ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY RETAIL MARIJUANA CULTIVATION FACILITIES LOCATED WITHIN THE CITY, AND IF THE TRANSFER OR SALE IS BETWEEN AFFILIATED RETAIL MARIJUANA BUSINESS LICENSEES THE RATE OF TAX SHALL BE BASED ON THE AVERAGE MARKET RATE OF UNPROCESSED MARIJUANA, IF THE TRANSFER OR SALE IS BETWEEN UNAFFILIATED RETAIL MARIJUANA BUSINESS LICENSEES THE RATE OF TAX SHALL BE BASED ON THE CONTRACT PRICE, AND SHALL ALL SUCH TAX REVENUES GENERATED THEREBY BE DEDICATED TO PARKS AND RECREATION PURPOSES AND BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES _____ NO _____”

Section 2. The adoption of this Resolution shall not be reported or distributed through any means other than the established, customary means by which information about City Council proceedings is regularly provided to the public, in strict conformance with C.R.S. § 1-45-117(1)(b)(III)(B).

Section 3. This resolution shall become effective upon its adoption.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11TH day of October, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 22, Series 2021

A RESOLUTION SUPPORTING A “YES” VOTE ON CITY BALLOT QUESTION 2B TO INCREASE THE CITY SALES TAX RATE BY ONE PERCENT (1%) AND DEDICATE THE REVENUES TO WATER AND WASTEWATER CAPITAL IMPROVEMENTS

WHEREAS, the City of Idaho Springs, Colorado (“City”) owns and operates both water and wastewater utilities; and

WHEREAS, both utilities are funded by a variety of sources, including but not limited to user fees and voter-approved debt revenue; and

WHEREAS, both utilities will require future capital improvements as existing improvements age and as demand placed on the utilities increases over time; and

WHEREAS, such capital improvements could be planned, budgeted and saved for by increasing utility user fees, by requesting voter approval for additional debt or by pulling funds from other City reserves and accounts in the future, necessarily diverting those funds from other City projects and needs; and

WHEREAS, in order to reduce or eliminate the need to raise utility customer rates or ask for future additional debt or pull reserves from other accounts, the City Council decided to propose a one percent (1%) increase in the overall general City sales tax rate and to dedicate revenues from said increase to future water and wastewater capital improvements; and

WHEREAS, by Ordinance No. 16, Series 2021, the City Council referred such a ballot question to City electors which will appear on City ballots as City Ballot Question 2B at the November 2, 2021 general municipal election; and

WHEREAS, the City Council finds that a “yes” vote on Ballot Question 2B will benefit the citizens of Idaho Springs by shifting a portion of the financial burden of funding future utility capital improvements from City residents and businesses to all those who purchase taxable items at retail in the City, including tourists and visitors; and

WHEREAS, the Fair Campaign Practices Act, in C.R.S. § 1-45-117(1)(b)(III)(A), expressly allows the City Council to adopt a resolution taking a position of advocacy on a ballot issue; and

WHEREAS, the City Council therefore wishes to support and encourage a “yes” vote on City Ballot Question 2B appearing on City elector ballots this coming November 2, 2021.

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

Section 1. The City Council of the City of Idaho Springs supports a “yes” vote on the following City of Idaho Springs Ballot Question 2B at the November 2, 2021 election:

“SHALL CITY OF IDAHO SPRINGS TAXES BE INCREASED \$762,000 IN 2022 (THE FIRST FISCAL YEAR OF SUCH RATE INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, THROUGH A ONE PERCENT (1.0 %) INCREASE IN THE CITY SALES TAX RATE, COMMENCING ON JANUARY 1, 2022, THE REVENUES FROM SUCH ONE PERCENT (1.0 %) INCREASE TO BE USED SOLELY FOR THE PURPOSES OF FUNDING WATER AND WASTEWATER CAPITAL IMPROVEMENT PROJECTS, AND SHALL ALL SUCH TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES_____ NO_____”

Section 2. The adoption of this Resolution shall not be reported or distributed through any means other than the established, customary means by which information about City Council proceedings is regularly provided to the public, in strict conformance with C.R.S. § 1-45-117(1)(b)(III)(B).

Section 3. This resolution shall become effective upon its adoption.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11TH day of October, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 20, Series 2021

AN ORDINANCE ADOPTING BY REFERENCE THE 2020 EDITION OF THE NATIONAL ELECTRIC CODE, PROVIDING PENALTIES FOR VIOLATING THE SAME AND MAKING CONFORMING AMENDMENTS TO CHAPTER 19 OF THE IDAHO SPRINGS MUNICIPAL CODE

WHEREAS, pursuant to Part 2, Article 16, Title 31 of the Colorado Revised Statutes, the City of Idaho Springs (“City”) possesses the authority to adopt uniform codes by reference; and

WHEREAS, pursuant to this authority, the City previously adopted the 2017 edition of the National Electrical Code (NEC), codified within Chapter 19 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, in furtherance of the public health, safety and welfare of City residents, guests and visitors, the City Council desires to update the City’s electrical code to the 2020 edition, as recommended by the City’s Building Official and as required by the State; and

WHEREAS, after due and proper notice in accordance with C.R.S. § 31-16-203, the City Council conducted a public hearing on the adoption of the 2020 NEC by reference, at which time all interested parties were given the opportunity to be heard; and

WHEREAS, copies of the NEC adopted by reference hereby were filed in the office of the City Clerk at least fifteen (15) days preceding the hearing and remain there for public inspection at Idaho Springs City Hall, 1711 Miner Street, Idaho Springs, Colorado 80452; and

WHEREAS, based upon its review of the 2020 NEC and all evidence and testimony presented on the matter, the City Council finds and determines that the NEC adopted hereby will further the health, safety and welfare of the inhabitants of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS, COLORADO, AS FOLLOWS:

Section 1. Subsection (10) of Section 19-11 of the Idaho Springs Municipal Code, concerning technical and building codes adopted by reference, is hereby amended as follows:

Sec. 19-11. Adoption.

The following codes, one (1) copy of each of which is on file in the office of the City Clerk, are hereby adopted by reference as if set out verbatim in this Article, subject to the deletions and amendments herein specified:

...

(10) National Electrical Code, 2017 2020 Edition as published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269.

Section 2. Idaho Springs Municipal Code Section 19-4, which sets forth penalty provisions applicable to all technical codes adopted by reference, including the 2020 NEC adopted by reference pursuant to Section 1 of this Ordinance, is set forth in full below and is hereby amended as follows:

Sec. 19-4. Penalty.

(A) It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or equipment in the City, or to cause or permit the same to be done, in violation of any of the primary or secondary codes as adopted by this Chapter. Maintenance of any condition which was unlawful at the time it was initiated and which would be unlawful under any of the primary and secondary codes adopted by this Chapter, if installed after the effective date hereof, shall constitute a continuing violation. Any person, firm or corporation violating any of the provisions of any of the primary or secondary codes as adopted hereby shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of any of the primary or secondary codes occurs or continues. Any violation of any provision of this Chapter or of any code adopted by this Chapter shall be subject to the general penalty provisions set forth in Section 1-8 of this Code.

(B) It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter or change the use of any building or other structure within the City without first obtaining all permits required by any of the primary or secondary codes as adopted hereby. No permit shall be issued unless the plans for the proposed erection, construction, reconstruction, alteration or use fully conform to all zoning ordinances and other applicable regulations of the City.

(C) Any person, firm or corporation who commences to erect, construct, enlarge, alter or change the use of any building or other structure within the City without first obtaining all permits required by any of the primary or secondary codes as adopted hereby shall, in addition to all other applicable penalties, be liable for two (2) times the applicable permit fee for any such required permit(s).

Section 3. Severability. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 4. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of October, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after public hearing and after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of November, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk



City of Idaho Springs Scope of Service Parking Management Services

1. **Definitions.**

- a) "Ambassador" means an employee of Interstate Parking tasked with enforcing parking regulations and providing associated customer services to visitors of the City of Idaho Springs.
- b) "City Resident" refers to an individual residing within the Idaho Springs City Limits.
- c) "County Resident" refers to an individual residing outside the Idaho Springs City Limits but inside Clear Creek County.
- d) "Guest" refers to an individual staying or visiting a City resident for a short period of time.
- e) "Parking Facilities" means public areas set aside for the parking of vehicles. This includes parking lots with stalls and on street parallel parking spaces including areas set aside for the loading and unloading of vehicles.
- f) "Parking Zones" means designated areas of the City with specific rules and regulations regarding the parking of vehicles.
- g) "Paid Parking Zone" refers to the managed public parking areas in the City managed by Interstate with Free and Paid Parking in the immediate vicinity to the City's Historic District.
- h) "Residential Zone" refers to the managed private parking areas in the City managed by Interstate with City Resident Only parking.
- i) "Customer" refers to an individual that pays to park in the Paid Parking Facilities in the City.
- j) "Employee" refers to an individual employed by a local business located in or nearby the Downtown Paid Parking District in Idaho Springs.

- k) "Summons" means a citation issued by the City Code Enforcement officer for violation of the rules and regulations regarding the parking of vehicles in the City.
- l) "Gross Parking Revenue" means all revenue collected by Interstate in connection with the operation of the Parking Facilities.
- m) "Transaction Fees" means all fees charged by credit or debit card processing institutions or to 3rd parties levied, rated, charged, assessed or required to be collected and paid by customers using the Parking Facilities. For clarity, the customer is charged a 20-cent fee per transaction for payment via tap and explore QR codes. There are no convenience fees charged for use of the parking kiosks.
- n) "Net Managed Parking Revenue" means all time-based parking revenue collected by Interstate in connection with the operation of the Parking Facilities minus Transaction Fees.
- o) "Net Violation Revenue" shall mean all revenue collected by Interstate for violation of the City's Parking Plan minus Transaction fees and costs associated with collection. This revenue will be collected annually. Interstate shall provide the City a list of all fees associated with collection.~~resultant of Fee Collection for Violation of t~~
- p) "Taxes" means all transactional value, ad valorem, sales and use taxes, rates, charges or assessments levied, rated, charged, assessed or required to be collected or paid in the operation of the Parking Facilities.
- q) "Warning of Violation" (Warning) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City's Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice that there is no fee for the violation.
- r) "Notice of Violation and Fee" (Violation) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City's Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice of amount of the Parking Violation Fee due; and (5) instructions on where and when the Fee must be remitted to avoid the initiation of further legal process.
- s) "Grievance" means a cause of distress to a user of the parking facilities caused by a dispute regarding a Violation issued by Interstate or by another unsatisfactory quality or condition of the Parking Facilities or Interstate Ambassadors.

2. **Management Fee.** As compensation for the services rendered by Interstate Parking, the City will share 50% of the Net Parking Revenue with Interstate and 65% of all Net Violation Revenue.
3. **Accounting for Gross Parking Revenue, Record of Disbursements and Controls.**
 - a) **Gross Parking Revenue:** Interstate shall install and maintain an accurate and efficient accounting system for Gross Parking Revenue of the Parking Facilities approved by the City. All records pertaining to Gross Parking Revenue including without limitation, monthly parking records, citations issued by Interstate, coupon and validation sales and redemption records, daily reports and deposit slips shall be available for examination and audit to the City and its authorized representatives upon seven (7) days written notice by the City to Interstate.
 - b) **Record of Disbursements:** Interstate shall install and maintain at its main office in an accurate and efficient accounting system for disbursements of the Parking Facilities. Such system shall evidence all monies disbursed by Interstate with respect to the management of the Parking Facilities. All records pertaining to disbursements shall be maintained by Interstate and shall be available to the City and its authorized representatives for examination and audit upon seven (7) days written notice by the City to Interstate.
 - c) **Controls:** Interstate shall install and maintain a system of internal controls covering income and expenses.
4. **City Deliverables.**
 - a) Before 12:00 P.M. on the Thursday before the second Council Meeting of the Month, Interstate shall give the City a report with statistics and analysis for the proceeding calendar month setting out information required by the City in a manipulable format:
 - i. Total Number of Daily Transactions in the Parking Facilities, Daily Revenue, Average Transaction Amount, Average Length of Stay per Transaction.
 - ii. Total number of Warnings and Violations issued by Interstate Ambassadors.
 - iii. Total number of Violations collected, forgiven, and sent to Collections by Interstate.
 - iv. Total number of uncollected Violations turned over to the City by Interstate.
 - v. Gross Parking Revenue collected by Interstate in connection with the operation of the parking facilities, broken down by category (hourly payments, citations, etc.) along with any other revenue sources not specifically mentioned herein.
 - vi. Total transaction fees charged.

- vii. Total Net Parking Revenue & Net Violation Revenue.
 - viii. Total number of Active Residential Permits, broken down by the following demographics:
 - 1. City Residents
 - 2. County Residents
 - ix. Total number of active Employee Permits
- b) Log of Grievances received regarding the parking facilities and their resolution.
- c) Interstate shall provide the City with 50% Net Parking Revenue and 35% Net Violation Revenue.
- d) Work done by City Staff in relation to the Administration of Paid or Permitted Parking Management, or in relation to the installation, maintenance, and upkeep of required elements of the paid parking system shall be charged to Interstate at this time at a rate of \$50.00 per hour.
5. **Meetings.** Interstate shall meet with City Staff and Elected Officials monthly for the purpose of reviewing all matters pertinent to this agreement. Interstate shall also present at least annually to City Council a report regarding the management of the Parking Facilities to City Council, to include review of all matters pertinent to this agreement.
6. **Parking Facilities.** Interstate shall manage Paid Parking and Residential Parking Zones of the City defined in the City's Parking Plan by the terms of this agreement. These parking zones are subject to change as deemed necessary by the City.
7. **Signage.** Interstate agrees to pay for all instructional signage required by the City for the Parking Facilities. The signage will be branded as required by the City, and the City and Interstate agree to work together to secure all governmental approvals and permits required for such signage.
- a) Interstate agrees to install and update all signage related to the parking facilities regarding hours of operation, cost, and other information.
 - b) Work done by City Staff in relation to the Installation or Updating of Signage for Parking Management shall be deducted from the fee owed to Interstate at a rate of \$50.00 per hour.

8. **Hours of Operation.**

- a) Paid Parking Zone: Paid Parking shall operate in the Paid Parking Zone between the hours of 10:00 a.m. and 6:00 p.m. each day or at other times as determined to be necessary by the City.
- b) Residential Zone: Management of the Residential Zone shall operate between the hours of 10:00 a.m. and 6:00 p.m. each day.
 - i. Interstate will provide the Idaho Springs Police Department with the means to check vehicle registrations after hours
- c) These hours are subject to change as required by the City and agreed upon with Interstate.

9. **Vehicle Registration.** Interstate shall manage the registration of vehicles owned by Residents of the City and County, Guests, and other special use short term vehicle parking permits.

- a) City Resident Vehicles: Residents of the City shall without limitation be able to register vehicles to park in both the Paid Parking Zone and Residential Zone.
 - i. City Residents that live within the Residential Permitted Zone shall be able to register short term guests to park in the Residential Zone (permits shall last for 1 week). Long Term Guests may be permitted on a longer basis on a case-by-case basis.
 - ii. Vehicles parked in the Resident Only Zone must be registered to a Resident of the City or to a Guest.
 - iii. Vehicles Registrations must be renewed bi-annually.
 - iv. Residents shall be able to check registration status of vehicles via email. Interstate shall respond to these inquiries within one business day.
 - v. Interstate shall send email confirmation to include make, model, license plate and expiration date of registration upon successful registration of any City Resident Vehicle.
- b) County Resident Vehicles: Residents of the County shall without limitation be able to annually register vehicles to park in the East, Central, and West Parking Lots of the Paid Parking Zone of the City for 3 hours and the signed paid parking on Colorado Boulevard, at the Resource Center Lot and the Bustang Lot without limitation. After leaving the Paid Parking Zone for 3 hours that clock shall reset.
 - i. Registrations must be renewed bi-annually.
- c) Employee Vehicles: Verified Employees of downtown businesses shall be eligible to park for free along the back wall adjacent to Interstate 70 in the City parking lots, the Bustang lot, the Resource Center lot, and in paid parking spaces along Colorado Boulevard. Registrations must be renewed every 3 months and include verification of employment.

10. **Staffing and Grievances.** Interstate shall employ at the Parking Facilities honest, competent and courteous personnel capable of managing and maintaining the Parking Facilities in accordance with the terms and conditions such that the Parking Facilities shall be operated in a first-class manner.

- a) Hiring: Interstate shall advertise all open positions for employment in the City of Idaho Springs locally, in the following mediums:
 - i. On the Park Idaho Springs Website
 - ii. In the Clear Creek Courant
 - iii. Other mediums that may be dictated by the City.
- b) Staffing Levels: The number of persons employed at the Parking Facilities by Interstate shall be satisfactory to the City and shall be increased or decreased as required by the City. A minimum of one Ambassador shall be on duty at all times during the hours of paid parking (10:00 am to 6:00 pm, seven days a week). A minimum of two Ambassadors shall be on duty on weekends and holidays and between the dates of June 15 to August 15. Interstate shall work with the City upon request to provide additional staffing for special events.
 - i. Failure to meet these minimum staffing levels with notice shall not constitute a breach of this Agreement until the 4th such occurrence in a calendar year. Failure to meet these minimum staffing levels without notice shall constitute a breach of this agreement on the 1st such notice.
- c) Interstate shall provide an employment schedule to the City on Monday of Each Week.
- d) On-duty Ambassadors shall visit City Hall front-office staff at least once per weekday during business hours between 10:00 a.m. and 5:00 p.m. to facilitate communication and answer any questions.
- e) Personnel shall be screened by Interstate before hiring and shall be employed, disciplined, discharged, promoted and directed in the performance of their duties by Interstate, including in accordance with all applicable regulations. All personnel providing services hereunder shall be and remain, at all times, employees of Interstate and shall not be considered the employees or agents of the City for any purpose. Interstate shall provide all necessary executive and supervisory personnel who are not stationed at the Parking Facilities but are required for the proper management of the Parking Facilities.
- f) Criminal Background Check and Drug Screening must be completed for each employee.
- g) Interstate's employees shall present a clean, neat, professional and easily recognized appearance as an Interstate employee. Interstate shall provide each

employee with matching uniforms. The uniforms shall include black polo shirts and reflective vests with the Park Idaho Springs Logo and clean and fitted pants or bottoms. Hats must be black or blue and branded with the Public Parking P logo. In addition, Interstate shall provide each employee with an identification badge with the employee's name, photo, and the Interstate Logo. The identification badges shall be worn or attached to an outer garment when the employee is performing services under this contract.

- h) Interstate shall negotiate and obtain any necessary labor agreement.
- i) The City shall have the right to require the removal of any employee from the Parking Facilities whose conduct shall not reasonably satisfy the City.
- j) Interstate agrees to handle and record in a prompt and courteous manner all Grievances by Customers of the Parking Facilities pursuant to the following protocol:
 - i. Interstate shall monthly provide a log to the City of Complaints received. That log shall consist of the related Citation number (if applicable), the name of the complainant, their complaint, and a brief note regarding how the complaint was resolved.
 - ii. Interstate shall respond to complaints from the Public within 1 business days. Interstate will not charge late fees of any kind for any Violation for which there are Grievances in which it cannot be documented that there was a response within that time period. Interstate will log and report complaints to the City.
- k) In the case that Interstate is not able to resolve a complaint in a timely fashion, they will notify the City in writing of the complaint, the nature of the complaint, as well as the name and contact information of the complainant.

11. **Rates.**

- a) Rates for parking in the paid zone shall be set as follows: First Half Hour Free, First Paid Hour \$1.50, Second Paid Hour \$1.50, Third Hour \$1.50, 4th and subsequent hours \$5. This rate structure may be adjusted by the City as required.
 - i. Parking Fee "Reset": Parking fees will "reset" after 3 hours so that if a Customer leaves for 3 hours and returns they restart the rate schedule.
- b) The Fee assessed for a Violation issued by Interstate will be \$25. Citations will double in price after 14 days.
- c) The City shall provide parking pricing by location to Interstate no later than sixty (60) days in advance of each season during the Term. Interstate is responsible for updating pricing in the kiosks and all other point of sale locations including but not

limited to online sales and mobile applications. The City reserves the right to adjust pricing at any time provided the City communicates such changes to Interstate in writing with at least thirty (30) days advance written notice. Notwithstanding, if the City elects to reduce pricing that results in a material reduction in Gross Revenue, the City and Interstate agree to negotiate in good faith an adjustment to the Management Fee such that Interstate's profitability is not negatively impacted by such price reduction.

12. **Enforcement.** Interstate shall cooperate with the City in enforcing parking regulations related to the parking facilities as designated by this agreement and the City's Parking Plan.

- a) Parking Violation Process: The process for parking violations issued by Interstate in the parking facilities designated by this contract shall be as follows:
 - i. Upon identification of a violation of the rules of the Parking Facilities, Ambassadors are authorized to properly complete and leave a Notice of Violation and Fee on the windshield of the offending vehicle.
 - ii. Interstate shall generate a report that includes the following information:
 - (a) Make and Model of Vehicle
 - (b) License Plate Number
 - (c) Picture of Violation
 - (d) Description of Violation
 - iii. If a Parking Violation Fee remains unpaid by the deadline provided in the Notice of Parking Violation and Fee, Interstate has the right to refer the violation fee to a collection agency.
 - iv. Interstate shall make every reasonable effort to resolve any errors or disputes that occur in the issuance of parking violations.
 - v. If Interstate is unable to resolve a dispute, persons receiving a parking violation for a vehicle shall have the right to appeal the violation to the Idaho Springs Municipal Court by submitting an explanation of the dispute and a copy of the violation to the Court Clerk. The Court Clerk and City Prosecutor will then review and attempt to resolve any disputes after the regularly scheduled municipal court on the third Thursday of each month. Interstate shall cooperate with the City in providing any information that the Court Clerk and City Prosecutor may request in their efforts to resolve disputes and shall suspend any late fees and collection efforts during the review process.
 - vi. Persons receiving a parking violation for a vehicle reserve the right to request a hearing in municipal court for disputes that are not resolved to their satisfaction by the City Prosecutor.

13. **Equipment.** Interstate will install in the Parking Facilities sufficient modern and working equipment in the Parking Facilities to manage paid parking. Additionally, Interstate will outfit Ambassadors with equipment necessary to ensure vehicles parked in

the Parking Zones are properly registered. All equipment will be installed at Interstate's expense.

- a) The City reserves the right to require Interstate to replace equipment related to the Parking Facilities deemed faulty or obsolete by the City.

14. **Maintenance.** Interstate shall maintain the Parking Facilities operating equipment in working order, including but not limited to Interstate's license plate recognition technology, Interstate's vehicles and revenue control system, pay by phone app, tap n explore qr codes signage, online violation payment solution, resident and employee permits technology. Interstate will conduct maintenance and updating of the parking facilities in a timely manner.
15. **Website, Branding and Marketing.** Interstate will provide a regularly updated Website linkable to www.idahospringsco.com that provides the following features:
- a) Maps of Paid Parking Zone, Residential Zone, and "Free" Zones.
 - i. Paid Parking Zone Map should show hours of operation, pricing, location of kiosks, location of Interstate Office, and contact information for Interstate Ambassadors on duty.
 - ii. Residential Zone Map should show hours of operation and contact information for Interstate Ambassadors on Duty.
 - b) A Page for Residents with information about the process for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from residents regarding vehicle registration and to register guest vehicles.
 - c) A Page for Employees with information for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from employees regarding vehicle registration.
 - d) A Page for Teachers at Carlson Elementary School with information for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from teachers regarding vehicle registration.

- e) A Page for Customers of the Parking Facilities, with information about the process for paying for parking, information about physical and non-physical payment methods, hours of operation, pricing, location of kiosks, and contact information for Ambassadors on Duty. This page should also include a map to free parking resources in Idaho Springs, and link to the Chamber of Commerce website and other pertinent tourism-based websites.
 - i. Should include detailed and multimedia instructions regarding how to pay for parking utilizing each technology in place in the City.
- f) Email address for online communication between customers, residents and Interstate Staff.
- g) Customized Contact forms for residential, employee and customer requests.
- h) Link to Violation Payment website. Should include option to contest ticket in obvious and clear language.
- i) A home page that includes information about Special Events happening in and around the City, including information for parking when the City is Congested.
- j) A “FAQ” with questions answered as required by the City.
- k) Website should be designed with basic SEO features.
- l) Customer Feedback Page.
- m) Other features as required by the City agreeable to Interstate.

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 24th day of May, 2021, by and between the City of Idaho Springs, a Colorado municipality (the "City") and Interstate Parking Company of Colorado, LLC, a Colorado limited liability company and independent contractor ("Contractor").

WHEREAS, the City requires certain services; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall share with the Contractor Fifty (50) percent of the Net Parking Revenue.

B. By the 15th of each month, Contractor shall provide the City with a disbursement equal to Fifty (50) percent of the Net Parking Revenue.

IV. COMMENCEMENT AND COMPLETION OF WORK

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INSURANCE

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

B. At a minimum, and without limiting the scope of the foregoing Subsection A., Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain commercial general liability insurance with a minimum combined single limit of five hundred thousand (\$500,000) dollars each occurrence and one million dollars (\$1,000,000) general aggregate, applicable to all premises and operations. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

D. Contractor shall provide to the City a certificate of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by the willful or wanton acts or negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation.

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on June 1, 2024, or (c) upon the City's providing Contractor with sixty (60) days advance written notice, whichever occurs first. After termination, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

IX. INDEPENDENT CONTRACTOR

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

X. MISCELLANEOUS

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

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

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

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

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

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

Contractor: Interstate Parking Company of Colorado, LLC
c/o C T Corporation System
7700 E Arapahoe Rd Ste 220,
Centennial, CO 80112-1268

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

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

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

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

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

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

L. Work By Illegal Aliens Prohibited

1. Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ and/or contract with an illegal alien and that Contractor will participate in the E-verify Program or the Colorado Department of Labor and Employment Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement. Further, Contractor shall not enter into a contract

with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

3. Contractor hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Contract through participation in either the E-verify Program or the Colorado Department of Labor and Employment Program.
4. Contractor is prohibited from using the E-Verify Program or the Colorado Department of Labor and Employment Program to undertake pre-employment screening of job applicants while this Contract is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Title 8, Article 17.5.
7. If Contractor violates this Subsection, the City may terminate this Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the City.

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

CITY OF IDAHO SPRINGS

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CONTRACTOR

By: _____

Print name, title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

[SCOPE OF SERVICES]

To: Mayor & City Council
From: Andrew Marsh, City Administrator
Date: October 11, 2021
Re: Administrative Update

Requests for Action:

- None

Updates:

- Following an internal recruitment, Wonder Martell has been selected for the new position of Deputy City Clerk. Her current position of Administrative/Utility Clerk has been posted as an external recruitment.
- The Mayor and staff had multiple meetings with HDR, Walker Parking Consultants, JVA, CDOT, and Downtown Colorado, Inc. regarding the Parking Deck/Transit Center/Mobility Hub project.
- Jerad attended the annual American Planning Association of Colorado Conference in Keystone September 8-10.
- Staff met on September 9 with representatives of Raftelis regarding the rate study and the sales tax ballot question for water and wastewater capital projects.
- Jerad conducted on September 9 a pre-application meeting for the Soda Creek Highlands housing project.
- Met on September 9 with the new County Manager, Brian Bosshardt.
- Met on September 9 with representatives of Scraps-to-Soil and Mountain Medicinals regarding the Community Garden.
- The Mayor, Lorraine and I met on September 10 and 17 with the department heads regarding their 2022 budget requests.
- The draft Downtown Master Plan was presented on September 13 to a joint meeting of the Economic Recovery Task Force and the Downtown Improvements Work Group.
- The Mayor and staff participated on September 16 in a walk-through inspection with CDOT of the Westbound Peak Period Shoulder Lane Project which is nearly complete.
- The Mayor, Jon and I attended on September 21 the monthly board meeting of the Clear Creek Economic Development Corporation.
- The Historic Preservation Review Commission met on September 21 regarding the Historic Survey project and clarification on a Certificate of Appropriateness (COA) for the Club Hotel project.
- Jon and I attended the annual Colorado Municipal League Conference in Westminster September 22-24.
- The Mayor and I met on September 30 with representatives of the Mighty Argo Cable Car regarding an update on project financing.

- Staff met on October 1 with representatives of Four Points Funding regarding next steps for the Block 57/Golddigger Field/Bus Barn Planned Development Project.
- The Planning Commission met on October 6 to receive a presentation on the draft Downtown Master Plan.

Upcoming Events:

- Public meeting to present and receive comment on the draft Downtown Master Plan at the Chamber of Commerce Mixer on Wednesday, October 13 from 5:30 to 7:30 p.m. at Tommyknockers. All are invited.
- Idaho Springs Candidate Forum sponsored by the Chamber of Commerce on Wednesday, October 20 at 6:00 p.m. via Zoom.
- The Variance Board will meet virtually on Thursday, October 21 for training at 4:30 p.m. and a meeting at 5:30 p.m.
- Celebration Reception and Dinner recognizing the service of Mayor Hillman, Mayor Pro Tem Bowland, and City Clerk Breece on Friday, October 29 from 5:00 to 9:00 p.m. at Blackstone Rivers Ranch. All are invited. RSVP to Wonder.



To: Michael Hillman, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: October 06, 2021

Subject: City Council Report for October 11, 2021

Requests for Action: Nothing currently.

Calls for Service: Calls for service September 23, 2021- October 06, 2021= **253**.

COVID-19 No incidents of reports of COVID related illnesses among Department members. All civilian and sworn members reporting for duty.

Meetings:

Chief Buseck attended:

9/23/21	Mental Health Team meeting
9/24/21	City Hall Time-keeping demo
9/28/21	Mountain Youth Network meeting
9/28/21	Idaho Springs Marketing Alliance meeting
10/06/21	Colorado Chief's Corner zoom meeting

Training:

September 28,29, & 30: One Corporal will attend a 3-day course on De-Escalation Instructor Course in West Linn, Oregon

October 06, 2021: 4 officers completed required firearm training.

Upcoming Training:

October 13, 2021: 4 officers will complete required firearm training.

November 1-5 One Corporal will attend an FBI leadership course in Boulder, Colorado.

November 10-11 One Officer will attend Detective Academy in Denver, Colorado.

Code Enforcement: Nothing to Report currently.

Staffing: 80% staffing

Significant Incidents:

September 27, 2021, ISPD officers responded to the 1600 block of Colorado Blvd on reports of an infant child in the street. Officers arrived on scene and located the infant in the arms of a passerby who prevented the infant from going into traffic. ISPD was able to locate the parents and the infant was returned safely. Both parents were cited for child neglect.

On September 28, 2021, an officer responded to the 2400 block of Miner Street on reports of a road rage incident. They found one of the vehicles involved had been keyed on both sides. ISPD checked surrounding surveillance videos and but were unable to identify the suspects.

October 1, 2021, an ISPD officer responded to the 1400 block of Miner Street on report of a disgruntled employee refusing to leave the establishment. The officer was able to defuse the situation between the employees, and one male party was escorted off the property. The former employee was trespassed from the establishment.

October 2, 2021, multiple ISPD officers responded to the area of mile marker 241 on I70 Eastbound for multiple motorcycle accidents. The highway had been recently grooved for future paving. The condition of the road made the lane changes for motorcycles unsafe and caused the drivers to lose control of the bikes. ISPD officers notified CDOT aware of the hazard.

On October 3, 2021, an officer responded to the 2600 block of Colorado Blvd for a disturbance. When the officer arrived one of the male parties had left the property. The officer spoke with the store employee who stated the male party was upset and yelling at her about money he thought he was owed. The employee stated that she wanted the male party trespassed from the store. ISPD is attempting to locate the suspect to serve trespass notice.



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: JOHN BORDONI
DATE: OCTOBER 11 2021
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Dirt road repairs
Install signs, replace signs
Installing lights on waterwheel
Getting trucks and plows ready (eventually it will snow)

COLLECTION & DISTRIBUTION

Water Meter reading and repairs.
Locates for contractors-ACC & County
Wastewater man hole cleaning and jetting
Repair manholes along east bike path

WATER & WASTEWATER

The one AGS basin is in operation. Had a few glitches the crew worked out, Now the system is in operation for the most part running and smoothly. The new AGS basin will be ran for a couple of weeks, then the second SBR basin will be taken out of service, cleaned and disassembled in preparation to install AGS equipment.

. Current AGS basin is operating very well, operating on auto with no issues.

Second SBR has been cleaned and emptied, demo has started on old system. Currently removing concrete walkways and divider walls.

CDOT's contractor (ACC West) has started construction of the east greenway trail, they have started cutting the path east from the old skatepark.
ACC has also been awarded the contract for reconstruction of county road 308 (East Idaho Springs Rd.), work should start soon on that section of road.
Construction on County Rd 314 (E Idaho Springs Rd) is set to begin on October 11th 2021. This will involve construction of the greenway trail along 314, paving and widening of the road. Another greenway bridge will also be installed by the east end of the WRRF that crosses the river to the current trailhead.

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: October 11, 2021

Re.: Request for Action

Motion to approve:

Move to approve 108,000.00 to ACC West Constructors for ADA ramp construction from line # 23-00-6016

This proposal is for the removal and construction of the concrete curbs and moving the crosswalk at Carlson Elementary School.

A portion of the money for this project is from a CDOT grant. The intent of this project is to bring the curbs at the crosswalk into compliance with current ADA standards. We will also be moving the current crosswalk and flashing lights to the east of their currently location. This will move the crosswalk away from the driveway at Kum& Go and prevent the signs and pole from damage from turning trucks.

It will also increase the site distance for the children crossing the street.

As with every project we have attempted the cost have come in substantially higher than anticipated.

We advertised this project on BidNet.gov for a two week period, I have also given project plans to multiple contractors.

This is the only bid I have received.

The contractor is willing to work with us on a time frame to get the work done this year. As you can see in the email they wanted to do it early October, but the proposal had not yet been approved by council.

JOHN BORDONI



ACC Mountain West
4901 South Windermere Street
Littleton, CO 80120

October 7, 2021

City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

RE: Request For Bid Miner Street ADA Ramps

John Bordon,

American Civil Constructors is pleased to present a bid of \$108,000.00 Lump Sum for the Miner Street ADA Ramps project. The bid was estimated from plans received by email on September 20th, 2021. ACC can mobilize the resources required to perform this work as soon as October 18th, 2021. ACC is assuming we can perform traffic control during the day starting at 8:30am until the end of the workday each day. ACC intends to close Miner Street between 13th Ave and 14th Ave and close the intersections and detour traffic around the construction area during working hours. We estimate a total project duration of five working days.

If the project can not be performed in the month of October and is performed in November or December, ACC's bid for the project is \$124,200.00 Lump Sum to account for price increases related to winter conditions and material price increases in the months of November and December.

Let me know if you have any questions.

Sincerely,

Matt Mizell

Matt Mizell | Project Manager

American Civil Constructors An Equal Opportunity Employer

ACC Mountain West

4901 South Windermere Street – Littleton, CO 80120

M: 303.419.2148 | O: 303.795.2582 | e: Matt.Mizell@accbuilt.com