



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
September 20, 2021
6:00 p.m.**

- ❖ **Historical Society & Visitor update**
- ❖ **Downtown Martketplace update and Holiday plans-Jon and Sadie**
- ❖ **Downtown Special Improvement District update-Jon & Lindsey**
- ❖ **Parking Management Agreement-Jon & Interstate**
- ❖ **Albert Frei quarry expansion update**

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>



City of Idaho Springs City Council Communication

Date: September 15, 2021
Presented By: Jonathan Cain, Assistant City Administrator
RE: Parking Management Changes to Scope of Service

Background

City Staff has been working with Interstate Parking of Colorado to update our agreement for Parking Management Services in the Downtown Commercial and nearby Residential Areas from a month-to-month to a longer-term agreement. In May, Staff brought forward a new Agreement and Scope of Service in Work Session for review with Interstate. City Council subsequently approved the Agreement and Scope of Service at its regular meeting on May 24, 2021.

Shortly afterwards, Interstate Parking decided not to sign the new agreement and asked Staff for additional changes to the Scope of Service. Staff has worked with Interstate Parking regarding this request. Changes to the Scope of Service are listed below. The entirety of the proposed Agreement and Scope of Service is attached to this Staff Report.

Notable Changes to the Agreement

Termination: The contract states that the contract terminates on June 1, 2024, or when the City provides the Contractor with seven (7) days advance written notice, whichever occurs first. Interstate has requested more advance written notice of termination, ninety (90) days.

Staff Analysis: City Staff agrees with Interstate that 7 days advance notice of termination is inadequate. City Staff believes that 60 days' notice of Termination may be adequate, however is open to 90 days termination as suggested by Interstate. *Staff requests direction* from City Council for preference between 60- and 90-days' notice of Termination.

Definition Changes: (m) "Transaction Fees": added language "There are no convenience fees charged for use of parking kiosks".

Management Fee: In the original scope of service document that the City and Interstate agreed upon the language read "As Compensation for the services rendered by Interstate Parking, the City will share 50% of the Net Parking Revenue with Interstate". Net Parking Revenue is defined in the contract as "all revenue collected by Interstate in connection with the operation of the Parking Facilities minus Transaction Fees. This would generally include both Hourly and Violation revenue.

Interstate has requested the language to be amended to read as follows: “As compensation for the services rendered by Interstate Parking, the City will share 50% of the Net Parking Revenue with Interstate and 25% of all violation revenue net of applicable fees.” It is notable that this change will require a change to the definition of Net Revenue in the Contract.

Staff Analysis: Currently there is no practical limit to the number of tickets that Interstate may write per month in relation to the management of the parking facilities. This is part of their duties, and the work and cost of writing these violations should be factored into the conversation of the Management Fee that they receive for managing the parking facilities. It is also important to consider the value of City Staff time that is given to adjudicating violations and the total amount of violations issued by Interstate as well. As of July 2021, Interstate has issued approximately \$214,378 in parking violations so far this year, and the charges for managed parking spaces have generated approximately \$213,000 in the same time frame.

Interstate has offered to share 25% of the revenue from parking violations with the city. City Staff has asked for 50% of that revenue.

City Deliverables: The City has asked for basic demographic information for vehicles parked in managed parking facilities in a report for each calendar month that includes average length of stay for each user type. Interstate believes that this will be too expensive for them to accomplish.

Interstate has also stricken language from the contract that requires them to submit their reporting to the City by 12:00 PM on the 15th of the month.

Staff Analysis: This is unacceptable. There needs to be a deadline for the monthly reports so that they may be included in the agenda packet for the regular City Council meeting on the fourth Monday of the month. **Staff recommends** City Council keep this or similar language in the contract to meet this objective.

Hours of Operation: Interstate has added language to c) These hours (operating hours of paid parking) are subject to change as required by the City “and agreed upon with Interstate”.

Vehicle Registration: Interstate has said that there is no way for Residents to access registration information online, but that it can be provided via email.

Employee Vehicles: Currently, Employee Registered Vehicles are allowed to park for free in the South Aisle of the Main Lots adjacent to Interstate 70, on Colorado Boulevard in signed “paid parking” spots, in the Resource Center Lot and in the Bustang Lot. Interstate and the City would like to confirm these areas in the contract.

Staffing Levels: The City and Interstate agreed upon Ambassador staffing levels in the original scope of service document that ensured a basic minimum level of service seasonally. Interstate has proposed language stating “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 where possible”. This change has been requested these

staffing level requirements from the contract because their profitability requires the ability to contextually manage staffing levels seasonally.

Staff Analysis: City Staff understands that Ambassador Staffing must be contextual to the level of business Downtown. It is important that we appropriately staff the Parking Facilities during “High Visitation” to the Downtown area. **Staff recommends** that City Council add similar language to require 2 ambassadors during the high tourism seasons.

Uniforms: The City was initially told by Interstate that we would be able to pick the uniforms that our Parking Ambassadors wore while in the City. Interstate has requested that their Ambassadors be able to wear their standard uniform which is a yellow vest with a Park Idaho Springs Logo and a hat with a blue P.

Violations: The City has created a new process by which Parking Violations may be adjudicated by the City if the recipient of a Violation requires. In general, the City’s Prosecutor will review tickets with the power to dismiss or uphold them. This will be done when the Prosecutor is at City Hall for Municipal Court on the third Thursday of the month.

Website Changes: The original Interstate Contract detailed several internet features that are not available to Idaho Springs. Interstate has agreed to work with the City on changes to the Park Idaho Springs website to improve language and mapping as required.

STAFF RECOMMENDATION: City Council provide direction to staff on any further changes to the scope of service for managed parking services and consider the agreement and scope of service for approval at the City Council meeting on September 27, 2021.

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 seven (7) 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]



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~~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 Parking Revenue" means all revenue collected by Interstate in connection with the operation of the Parking Facilities minus Transaction Fees.
- o) "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.
- p) "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.
- q) "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.
- r) "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 25% of all violation revenue net of applicable collection fees.
3. **Accounting for Gross Parking Revenue, Record of Disbursements and Controls.**

Commented [GL1]: Does this include violation revenue? currently we receive violation revenue given the costs involved.

Commented [AMCA2R1]: The City would like to propose that the City split the violation revenue 50/50 with Interstate, as is proposed for the parking fees.

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- 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 PM~~ On the 15th day 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 Vehicles Parked in the Paid Parking Facilities, broken down by the following demographics:
 - 1. Customers
 - 2. City Residents
 - 3. County Residents
 - ii. ~~Average length of stay for each demographic of user listed above.~~
 - iii. Total number of Warnings and Violations issued by Interstate Ambassadors.
 - iv. Total number of Violations collected by Interstate.
 - v. Total number of uncollected Violations turned over to the City by Interstate.
 - vi. 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.
 - vii. Total transaction fees charged.
 - viii. Total Net Parking Revenue.
 - ix. Total number of Residential Permits, broken down by the following demographics:
 - 1. City Residents
 - 2. County Residents

- x. Log of Grievances received regarding the parking facilities and their resolution.
 - xi. Log of Ambassador “QR Check Ins” for the appropriate time period.
- b) Interstate shall provide the City with a disbursement equal to 50% of the Net Parking Revenue for the period and 25% of Violation revenue after the applicable fees.
- c) 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 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 annually 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 ~~both online and 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.
 - ~~e)~~ **Employee Vehicles:** Verified Employees of downtown businesses ~~downtown City City 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, in the "Gold Digger" lot only. ~~There has been discussion of the back row along the fence at the Main City Lot~~
 - ~~i.~~ ii. 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:
 - a. On the Park Idaho Springs Website
 - b. In the Clear Creek Courant
 - c. Other mediums that may be dictated by the City.

(b) Staffing Levels: The number of persons employed at the Parking Facilities 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 a.m. to 6:00 p.m., seven days a week.) A minimum of two Ambassadors shall be on duty on weekends and holidays where possible. Additional upstaffing will occur as needed or upon request for special events. The staffing levels of the parking facilities shall adjust seasonally, as follows:

Commented [GL3]: Our current supervision involves our Marketing Manager, Executive Vice President, Regional Director, Two Customer Experience Managers and Two Customer Solutions Coordinator. The supervision requires differing levels of management for particular circumstances that involve all of the above managers. Key to our profitability is the ability to staff for example one person on a Monday in July. Open to further discussion.

~~a. At least 1 year-round FTE on-site supervisor during all operating hours of the parking facilities; and~~

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~~b. January-February 28 At least 1 Ambassador on duty during operation hours for the parking facilities~~

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~~c. March 1-April 15: At least 2 Ambassadors on duty during operation hours~~

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~~d. April 15-June 1: At least 1 Ambassador on duty during operation hours~~

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~~e. June 1-October 15: At least 2 Ambassadors on duty during operation hours~~

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~~f. October 15-November 20: At least 1 Ambassador on Duty during operation hours~~

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~~g. November 20-December 31: At least 2 Ambassadors on Duty during operation hours.~~

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(c) Interstate shall provide an employment schedule to the City on Monday of Each Week.

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~~(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. Interstate will cause Stickers with QR codes to be installed throughout the Residential Permitted Area and Paid Parking District. Ambassadors will scan these codes when on rounds and a record of this will be provided to the City along with other reporting requirements required for monthly payment of the parking fee by the City.~~

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(d)

(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.

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Commented [GL4]: The issue with this is what if we need ambassadors to spend all day at the Main City Lot or Bustang to direct traffic or help customers?

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(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 Interstate Parking ~~Park Idaho Springs L~~ logo and clean and fitted pants or bottoms, ~~all approved by the City~~. Hats must be black or blue and branded with the Public Parking P-Interstate Parking ~~Park Idaho Springs L~~ 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:

- a. 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.
- b. Interstate shall respond to complaints from the Public within 2 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.
- c. 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.

Will clarify this with the technology.

- b) The Cost associated with a Violation issued by Interstate will be \$25. Citations will double in price after 14 days.

~~b)~~

Commented [GL5]: Key to our successful staffing and flexibility given the tight labor market is our ability to pull employees from our other operations in the front range we therefore use a universal blue P uniform.

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.

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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:

a) 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.

b) Interstate shall generate a report that includes the following information:

- i. Make and Model of Vehicle
- ii. License Plate Number
- iii. Picture of Violation
- iv. Description of Violation

c) 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.

d) Interstate shall make every reasonable effort to resolve any errors or disputes that occur in the issuance of parking violations.

e) 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.

e) 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, provide the City Code Enforcement Officer with a copy of the Notice and of the report generated under subsection (b) above and shall complete and sign a verified complaint in a form suitable for filing with the Idaho Springs Municipal Court.

Commented [GL6]: This will create a tonne of work versus our current collection process which we can explain.

~~b) f) Ambassadors shall cooperate with the City in all subsequent efforts related to prosecution of parking violations in the City's Municipal Court, including but not limited to providing testimony at trials, hearings and other court proceedings.~~

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Commented [GL7]: This could become extremely costly for Interstate as we have to pay our employees to testify.

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.**

- a) Interstate will provide a regularly updated Website linkable to www.idahospingsco.com that provides the following features:
 - i. ~~Interactive~~ Maps of Paid Parking Zone, Residential Zone, and "Free" Zones. "~~Interactive~~" means that a user should be able to click the map and receive information related to parking in that zone.
 1. 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.
 2. Residential Zone Map should show hours of operation, ~~clickable link to register Resident & Guest vehicles, clickable link to check status of vehicle registration,~~ and contact information for Interstate Ambassadors on ~~DutDuty by~~.
 - ii. A Page for Residents with information about the process for registering vehicles, ~~a clickable link to register Resident & Guest Vehicles, Clickable link to check the status of vehicle registration,~~ 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.~~
 - iii. A Page for Employees with information for registering vehicles, ~~a clickable link to register Vehicles, Clickable link to check the status of vehicle registration,~~ information about how to deal with a violation if one is received, and other information as may be required by the City.

Commented [GL8]: Need to get a better understanding of what you mean here and how we can do it.

Commented [GL9]: Currently license plates are downloaded on mass as they are free if we move to a system where each customer has access to their account there will be an annual a software fee and a fee per account.

- Interstate shall respond within one business day to phone and email inquiries from employees regarding vehicle registration.
- iv. A Page for Teachers at Carlson Elementary School with information for registering vehicles, a clickable link to register Vehicles, Clickable link to check the status of vehicle registration, 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.
 - v. 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, location of the Interstate office, 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.
 - 1. Should include detailed and multimedia instructions regarding how to pay for parking utilizing each technology in place in the City.
 - vi. E Mail addressIntegrated Live Chat feature for online communication between customers, residents and Interstate Staff.
 - vii. Customized Contact forms for residential, employee and customer requests
 - ~~viii.~~ Access to Interstates Online Residential and Employee Parking Account Management System which should allow for the verification of registration status by users.
 - ~~ix.~~ viii. Link to Violation Payment website. Should include option to contest ticket in obvious and clear language.
 - ~~x.~~ ix. A home page that includes information about Special Events happening in and around the City, including information for parking when ~~town~~City is Congested.
 - ~~xi.~~ x. A "FAQ" with questions answered as required by the City.
 - ~~xii.~~ xi. Website should be designed with basic SEO features.
 - ~~xiii.~~ xii. Customer Feedback Page ~~to include online digital survey.~~
 - ~~xiv.~~ xiii. Other features as required by the City agreeable to Interstate.

Commented [GL10]: again we can fo this but it will be costly.

Commented [GL11]: I am a little uncomfortable sharing the location of our office above Feral given the issues we have had with customers with our employees- ie. if one of our female employees is alone in the office maybe a question for the chief?

Commented [GL12]: we can fo this but extremely expensive

September 9, 2021

City of Idaho Springs
Attn: Andy Marsh, City Manager
1711 Miner Street
Idaho Springs, CO 80452

RE: Downtown Special Improvement District Request

Dear Mr. Marsh,

Please accept this letter as a formal request on behalf of participating property owners to form a Special Improvement District (SID) for the purpose of constructing a parking deck adjacent to historic downtown Idaho Springs.

In support of establishing a SID, the undersigned provides as follows:

- 22 million vehicles annually pass through the Interstate-70 corridor local to Idaho Springs;
- With the number of vehicles on the rise, the community of Idaho Springs has become a major destination for mountain tourism and services;
- Consequently, downtown parking needs have exceeded existing capacity, putting stress on adjacent residential parking and increasing traffic congestion within the city;
- Short-term solutions, such as the city's partnership with Interstate Parking, have alleviated some of this burden, however a long-term solution is necessary.

Moreover, Idaho Springs is attracting new development, both commercial and residential. As the City of Idaho Springs prepares for inevitable growth, it must also provide the necessary infrastructure to absorb increased tourism and residential demands.

Downtown property owners have met to discuss the feasibility of the parking deck and mobility center. The Clear Creek Economic Development Corporation (CCEDC) engaged Downtown Colorado Inc. on behalf of property owners to identify an assessment district and financing mechanisms that would assist with moving this project forward. That partnership has recommended to property owners that a SID is most appropriate. The intent of this letter is to move forward with that recommendation.

With all the above being without any contention to the undersigned parties, it should also be clearly known that the establishment of the SID does not imply that any assessment or prior agreement exists in form or function. CCEDC did provide a path to financing this project,

however, it should not be construed that their proposal be an outline for whatever final decision is made by this committee and property owners.

It should also be noted that this project is time sensitive as funds provided by the Colorado Department of Transportation (CDOT) do not exist in perpetuity. The undersigned are aware of this and are committed to finding a fair and equitable solution so that this project may move forward.

Correspondence may be directed to TJ Burkey at idsmarketingalliance@gmail.com. For purposes of efficiency, Mr. Burkey will act as a neutral facilitator of information pertinent to this project. All correspondence will be readily available and forwarded to participating property owners for further discussion.

Sincerely,

Name

Address

Signature

Bruce Baynton

~~1640~~ 1640 Miner St.

Steve Indrehas 1401 Miner St.

KRAN C. Lombardi 1446 Miner St

Gregory J. Daffynoff 1446 Miner St

Mary Jane Loeble 1431-35 Miner

Mark Jane Loeble 1625-1636

1617 Miner St.

Robert T. Bowland 1527 Miner St

Janice Bowland 1414 Miner St. N515 Jan Bowland, Pres

Jef Bae 1519 Miner St. Francis Bair (chis)

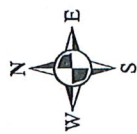
Frank Bair to Roberto Bros Garage Jf B

Margaret Smith 1430 Miner St. Margaret Smith

Mariah White

Marco Temple

Special Improvement District (SID) Proposed Parcels



Legend

Parcels - Commercial

Parcels - Government and Non-Profit

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: SEPTEMBER 20, 2021 WORK SESSION

REPORT DATE: SEPTEMBER 16, 2021

FROM: JERAD CHIPMAN, COMMUNITY DEVELOPMENT PLANNER

RE: WALSTRUM QUARRY – OWNED BY ALBERT FREI & SONS INC.
APPLICATION REVIEW OF THE EXPANSION OF THE WALSTRUM QUARRY
TO ADD 464.17 ACRES TO THE EXISTING 285.13 ACRE SITE.

BACKGROUND:

On September 10, 2021, the City received the attached email from a group of residents of Clear Creek Canyon expressing opposition to the expansion plans of Walstrum Quarry, operated by Albert Frei & Sons, Inc., located about a mile east of the City boundary in Hidden Valley. Staff checked with the Colorado Department of Natural Resources, Division of Reclamation, Mining and Safety regarding the status of this proposal and was provided with a copy of the attached Notice dated May 11, 2021 that was sent to the City. Staff has no record or recollection of the Notice being previously received by the City.

While the formal comment period is closed and the current decision date is October 8, 2021, the State will still accept public comments and will encourage a response from Albert Frei & Sons. Staff wanted to make the City Council aware of the expansion, share the expansion plans with Council, and ask if Council would still like to comment.

The proposed expansion would increase the size of the existing 285.13 acres quarry by an additional 464.17 acres. Staff has attached a number of new documents to this report for review. There are many documents available to be viewed on the State of Colorado Department of Natural Resources – Division of Reclamation, Mining and Safety's website <https://dnrweblink.state.co.us/drms/search.aspx> by searching M1983033 in the "Search Terms" field. Staff has selected documents pertaining to the application process. There are many documents which staff has not included.

CONCERNS REGARDING THE POTENTIAL EXPANSION:

Concerns regarding the potential expansion include: Clear Creek water quality, rehabilitation of the site, traffic, noise, dust, wildlife preservation, etc.

ROLE OF THE CITY COUNCIL:

The City Council may choose to provide comments on the proposed quarry expansion. If the Council chooses to do so, the State will still accept the comments and will encourage a response from the Operator (Frei & Sons).

ATTACHMENTS:

- *Notice Letter from the State of Colorado
- *Location Map
- *Quarry Site Plan
- *Documentation Received from Floyd Hill Residents

Proximity of the Proposed Quarry Expansion to the City of Idaho Springs

Approximate Location of the Proposed Quarry

The approximate western edge of the quarry expansion is approximately 1.25 miles to Exit 243

Legend

Municipality

 CENTRAL CITY

 IDAHO SPRINGS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman St. Room 215
Denver, CO 80203

NOTICE Consideration of Construction Materials Reclamation Permit Amendment Application

DATE: May 11, 2021

TO: City Manager
City of Idaho Springs
1711 Miner Street
Box 907
Idaho Springs, CO 80452

FROM: Peter S. Hays

RE: Walstrum Quarry - File No. M-1983-033, Albert Frei & Sons Inc.
Amendment Application (AM-9)

Please be advised that on May 11, 2021, Albert Frei & Sons Inc., whose address and telephone number are 35715 Hwy 40, Building B, Suite 120, Evergreen, CO 80439; (303) 913-6502, filed an application for a/an Amendment (AM- 9) to M1983033, Walstrum Quarry, which is located approximately 4.5 miles East of Idaho Springs, Section 34, Township 3S, Range 72W, 06th Principle Meridian, in Clear Creek County.

Amendment application to add 464.17 acres to the existing 285.13 acre site.

The application decision is scheduled for August 9, 2021. Written comments or objections to the application may be submitted to and additional information obtained from Peter S. Hays at the Division of Reclamation, Mining and Safety, 1313 Sherman St. Room 215 Denver, CO 80203, by telephone at (303) 866-3567 x 8124.

Albert Frei & Sons Inc. is required to publish a public notice in a newspaper of general circulation in the locality of the mining operation once per week for four consecutive weeks. If you wish to make comments on or objections to the mine plan and/or the reclamation plan, they must be submitted within twenty (20) days of the date of the last newspaper public notice to be considered in the application review process by the Division. You should contact the applicant for the newspaper publication date. If we do not receive your comments or any objection by the end of the public comment period, the Division will assume you have no objection or comment to the proposed activity.

M-GR-03A-P



From: timpreister@aol.com <timpreister@aol.com>

Sent: Friday, September 10, 2021 5:33 PM

To: jabowland08@gmail.com; Andrew Marsh, City Administrator <admin@idahospringsco.com>

Subject: Fwd: Frei Quarry Opposition Letter

Dear Hopefully Concerned of Idaho Springs,

We are Tim and Mary Preister, we are residents of Clear Creek Canyon.

We only recently became aware of expansion plans for the Frei Quarry in Clear Creek Canyon. We are opposed to that expansion plan. Please refer to objection letter below.

My purpose with the email is to make you (and your colleagues) aware and ask for your support in fighting this ill-conceived plan. Feel free to use any of our letter to DRMS to support your own objections.

If you have any questions, please contact us at 720.812.8450 or via email.

Sincerely,

Tim and Mary Preister

From: timpreister@aol.com

To: peter.hayes@state.co.us, jared.ebert@state.co.us, russ.means@state.co.us

Sent: 9/10/2021 12:28:34 PM Mountain Standard Time

Subject: Frei Quarry Opposition Letter

September 10, 2021

TO: DRMS Peter Hayes, Environmental Protection Specialist

303.866.3567, email: peter.hays@state.co.us

CC: DRMS Jared Ebert, Team Leader, Senior Environmental Specialist

303.866.3567 extension 8120, email: jared.ebert@state.co.us

DRMS Russ Means, Director – Minerals Regulatory Program

303.866.3567, email: russ.means@state.co.us

FROM: Tim and Mary Preister and other aggrieved parties

2433 Dogie Spur

Golden, CO 80403

Sirs,

We are strongly opposed to the proposed Frei Quarry expansion, an expansion that will nearly double the quarry footprint to approximately 750 acres.

We are neighbors to the Frei Quarry, some living less than a mile away as the crow flies. Many of us reside on the southwest side of Douglas Mountain, directly facing the quarry. **Our lives are impacted daily by the Frei Quarry.**

Please accept and consider our testimony of opposition since we are property-owning residents and are an **“aggrieved”** party to the Frei Quarry expansion. Under the rules governing a citizen’s rights as related to Construction Material Rules and rule 1.1 (38.1) of the Hard Rock/Metals Mining Rules, “aggrieved” is defined as “suffering actual loss or injury or being exposed to potential loss or injury to legitimate interests. Such interests include, but are not limited to, business, economic, aesthetic, governmental, recreational, or conservational interest.”

Additional testimony should be allowed regarding the expansion. It is our understanding that **only one objection to the expansion has been registered**. As such that single party is the only party to be included in the hearing process, however, aggrieved citizens still have rights as outlined above.

Also, we submit the lack of objections is not due to lack of concern, it is simply the result of **inadequate and antiquated public notification requirements**. There has been little to no outreach by Frei. Hence, there is a general lack of awareness in the impacted communities. It is true that Frei has published a webpage pertaining to the expansion, however, we respectfully suggest that a webpage is not outreach to the community. We fear the Frei location in a remote corner of Clear Creek, Gilpin and bordering Jefferson County **hides the project from public awareness and dilutes regulatory oversight** by relying on small Clear Creek. Additionally, because Frei Quarry is tucked away in the northeast-most corner of the county, we believe residents and businesses in Clear Creek

County have minimal awareness of the quarry and it's impacts on infrastructure and the environment. Douglas Mountain, Clear Creek Canyon, and Golden Gate Canyon residents and users have just now become aware of expansion plans and are extremely concerned.

Is past performance indicative of the future, exacerbated by an expansion and a larger quarry footprint? Some observations of past performance are alarming, including:

- **Outside Permit Boundary:** We understand that the MLRB (Mine Land Reclamation Board) has allowed the Frei Quarry to perform mining activity outside the permit boundary. This is evident in the Frei utilization of the Gilpin Waste Fine Dump which because it is outside the Quarry Permit Boundary is not within the jurisdiction of the Division.
- **Fines Dump Over Limit:** The Frei Gilpin Waste Fines Dump may not have been properly regulated over the last 14 years and such lack of regulation has caused grievances (many) including poor air quality, stream degradation, visual impact, potential wildlife hazards due to the "angle of repose placement of the fill", and general mismanagement of the area. Gilpin County placed several stipulations on the use of the site which appear not to have been adhered to. [Please refer to the 2007 grading permit and Special Use Review (SUR 06-03) which identify the stipulations.] Currently, **at approximately 44 acres the Fines Dump far exceeds the allowed 12 acres un-reclaimed disturbed area;** it has not been managed per MLRB recommendations, which we assume would regulate placement, compaction, dust mitigation, slope stability and grades, among other items. We do realize this area is not within the jurisdiction of the Division, however, going forward can we ask that all mining activity be within the Permit Boundary? Gilpin County does not appear to have the technical expertise to manage an extensive mining operation such as this dump, nor, in our opinion, should they be expected to regulate it. DRMS is highly qualified in this type of regulation and should be the lead agency on this going forward! See photos (A.) below of eroded Gilpin Waste Fine Dump.
- **Dust Pollution:** Dust from the fill area has been a constant issue for at least 14 years. The SUR clearly states "All fill surfaces left fallow beyond two weeks shall be stabilized." Placing the dump on the peak of a windy hill, adjacent to and up-wind from, residential areas without safeguarding, stabilizing, revegetating, or otherwise managing the dump, has been a huge burden on both the residents of the area as well as the many citizens of Colorado that cherish this area for its recreational opportunities. The canyon acts like a wind tunnel, at times launching a haboob-like cloud from and over the quarry as it then creeps down the canyon. As the cloud of particulate blows east into the metro area, the health impacts, we suspect, are more widespread. We feel there certainly has not been adequate effort to control dust and that will surely get worse if the quarry footprint grows. See (B.) dust cloud photos below.

We must ask the question, is it time to involve United States Environmental Protection Agency? That agency encourages "reports of what appears to be a possible violation of environmental laws and regulations." EPA further recommends environmental events observed that may lead to an immediate threat to human health or the environment should be reported when affecting

land, water, air, and workers.

- **Waste Plan?** How will Frei accommodate future waste? The geological composition of this site is already known to produce a significant amount of waste, both solid and airborne materials. It is estimated that they have produced over 6 million cubic yards of stored waste in the last 14 years. To date they have failed the community and the environment in terms of dust and erosion management; what assurances do we have that this will not be allowed to continue or get worse in the future with expansion?
- **Environmental Damage:** Sediment oozes from the Frei site on all sides and in all directions. Trucks track it onto the highway. Slopes have washed out and failed. Relying on Frei's own numbers, the Fines Dump has maxed out while it is still eroding, only sporadically covered with weeds. It has previously failed and washed into North Clear Creek, in violation of the spirit of the OU4 Record of Decision remediation approved by Colorado Department of Public Health and Environment (CDPHE) and the EPA. With every weather event, the un-reclaimed Frei Fines Dump still pours gray silt into lower North Clear Creek (Gilpin County) undetected and unreported via Frei's backdoor tailings chute into the waters of Clear Creek proper (Jefferson County), thence to Golden, the Front Range and Denver. Silt kills streambed habitat for aquatic insects and spawning trout, worse if it contains heavy metals. Trout and aquatic insects are indicator species for clean water (i.e. canaries in the coal mine). Ignoring ongoing erosion would seem to be a willful evasion of OU4, undermines the good work Gilpin County has done uphill and upstream, and is directly contrary to the intent of cleaning up Clear Creek to improve trout survival. By any measure, **Frei has not followed the clearly stated Gilpin Waste Fines Dump site rules for over 14 years** and there is no indication they will suddenly begin to follow the Special Use Resolution if this expansion plan is approved. Should these alleged poor ownership values and very poor management practices be rewarded with additional entitlement?
- **Meaningful Reclamation?** The very minimal amount of revegetation activity performed over the last several years does not bring the landforms back to an acceptable visual standard, as evidenced by the views from I-70 and Highway 40, as well as Highway 6 through Clear Creek Canyon. According to the expansion plan, Frei is asking to increase the slope of the existing highwall, essentially making it twice as steep as it currently exists! While that may be a benefit to Frei as it will remove the need to revegetate in the future since revegetation will be all but impossible, is this the right thing for the visual impacts, for erosion and pollution of the air and streams? Where is there any balance between maximizing the minable rock with any semblance of meaningful revegetation? Is this the time to insist the Frei operation do better and there are better ways? **Meaningful reclamation has never been observed to be implemented at the Frei Quarry.** The area of disturbance is large now; it will surely grow much larger. Is it best mining practice to mine and re-mine, grow waste piles, etc. without ever successfully bringing the property to a state that is eligible for release from their

reclamation permit or bond?

Future concerns, resulting from the expansion of the Frei Quarry are many, including and not limited to:

1. There will be **safety, environmental and economic impacts to recreational resources**. For example, millions are being invested in the Peaks-to-Plains Trail that parallels Clear Creek and Highway 6. Derived benefits are being negatively impacted and impeded by the continual noise, jake brakes and all, down the canyon from the current 300-400 trucks per day (and permitted to 1,400 trucks per day!) Hikers, fishermen, bicyclists, rafters and rock climbers are all impacted.
2. In our opinion, the Frei Quarry has already wrought **severe aquatic environmental damage and the expansion poses additional threat to Clear Creek**, a natural wild brown trout fishery that is valued by thousands of Front Range anglers, tourists, trout stream conservationists and Colorado Parks and Wildlife. The heavy wash from the Frei "fines" dumping slope reached the North Fork of Clear Creek about seven years ago via Gilpin County and to the best of our knowledge has never been repaired, addressed or tested for heavy metals. The murky tailings waste still drains downstream into the main stem of Clear Creek, in Jefferson County, within a few hundred feet. See photos (C.) below of silt erosion into North Clear Creek from April 1, 2014.
3. With **future excavation far below current ground and water table**, a proposed reservoir will require extensive (and undefined) engineering and risks, potentially becoming "anaerobic and putrid." Is this a good use of Colorado's water resources?
4. The proposed expansion will **create large volumes of waste dump material**. Where is this going to be dumped? Will it be regulated by the State or the County? Will Frei be forced to adhere to reasonable mining standards?
5. Does the expansion consider the **safety of the many users, human and animal, of the Clear Creek corridor**? There is concern regarding the slope stability in the area and one must question whether adequate measures have been taken to appropriately design the expansion? For example, the expansion area is designed to have 0.6:1 slopes, which appears to be pushing safety boundaries beyond what is necessary. The Frei website states that "mining is temporary, reclamation is forever". With 0.6:1 slopes, the proposed Frei reclamation will not be sustainable for the short term, let alone "forever."
6. The existing Frei Quarry is considered to have a very large "disturbed" area for a single mine. At Frei's, it seems that they never finish an area, but rather move about and continue to open new areas. In our opinion as residents, visually this is unacceptable. More importantly, the dust that is generated from this mining method is assuredly a health hazard. Coupled with Frei's arguably **horrid Fines Dump management practices**, the dust is well beyond what should be acceptable in any first world operation. The proposed expansion increases the disturbed area and their plan states that they will continue to keep the current mine area open as well as expanding into the already entitled northern area and the proposed expansion area. In total, they will likely more than double the disturbed area!
7. Frei's plan states that the near vertical mine walls that they will be creating will be

future habitat for Big Horn Sheep. Regardless of any study that they may have performed, isn't it obvious that Frei simply designed the expansion to maximize the minable quantity while disregarding safety, wildlife, visual impacts, the citizens that recreate in the area, future generations who will use the Peaks-to-Plains Trail, those who enjoy the creeks lure and the best interests of the community? We have 20 plus miles of Clear Creek canyon that is part of the existing Rocky Mountain Big Horn Sheep Habitat for our Colorado State Mammal. There are ample cliffs and plenty of habitat in its natural form. The Floyd Hill Trail Master Plan identifies the expansion area as Winter Concentration area for Bighorn Sheep. To say that Frei is creating additional habitat is seemingly disingenuous and misleading, this proposed expansion plan is simply the easiest and most profitable way to maximize the mining area. Instead of creating more habitat in its natural form, the opposite seems to be true: **wildlife is pushed into an even greater level of conflict**, pushed out into a narrower canyon habitat, already busy with human activity such as climbing, rafting, kayaking, and the Peaks-to-Plains Trail that is currently under phased construction. See (D.) Floyd Hill Trail Project Map.

8. The Frei **proposal appears to be contrary to local planning and zoning**. The area has not yet been rezoned while numerous plans for the area indicate rezoning would not be appropriate. The Clear Creek corridor is the subject of a stand-alone greenway plan. The area is slated for open space on current county long-range land use plans, indicating that the land use of the current quarry is not to be expanded into this area.
9. We must ask the question: **what benefit are Clear Creek and surrounding counties and their residents deriving** from this proposed expansion? How can any amount of tax justify the destruction of an area in such close proximity to a recreational gem such as the already truck-congested Clear Creek corridor? Additionally, we fear that with slopes as steep as are proposed, it is not a matter of if, but rather when a tragic accident happens. Considering the hundreds of hikers, climbers, rafters, kayakers, fisherman, and others, is this a responsible design? From our layman's point-of-view, this plan would appear to be extreme engineering by any measure. Why is it necessary?
10. Understanding that traffic is not something within the jurisdiction of DRMS regulation, it is none-the-less an issue near and dear to all who use the canyon. Perhaps you can and even should consider that in addition to all to personal commuters, recreationists, casino buses, commercial and resident uses, as well as all the rock-hauling trucks (again, currently about 300-400 loaded trucks per day but permitted to over 1,400 per day), **the canyon is already overwhelmed with traffic and its impact**. Trucks have turned a greenway to an industrial zone. We submit, that's enough! This mountainous canyon road is full; this canyon has done its fair share. This two-lane Highway 6 was never designed for heavy truck volume/heavy load traffic and is already congested with a dangerous mix of trucks, buses, and personal vehicles.

Beyond traffic impact, the Frei Quarry expansion will also:

- **Increase road damage** requiring more frequent repair. Much of Highway 6 was resurfaced some 3 years ago and it is now under a major repair and

improvement effort by CDOT at a cost of over \$20 Million. We contend that much of the road damage is directly attributable to the volume of heavy rock-hauling trucks from the quarry. It appears to us that if Frei is going to continue and/or increase its production and thereby increase heavy highway traffic, a “use fee” should also be included in any agreement, if for no other reason than to pay for the road deterioration caused by heavy truck traffic (to say nothing about the inherent increased risk to life and limb that comes with mixing these huge commercial trucks with residential and recreational traffic).

- **Cause additional pollution.** Not only does the canyon act like a ‘wind tunnel’, ideal for distributing the voluminous dust that explodes from the quarry, the canyon also serves as a megaphone, that amplifies blasting/echoing noise up the canyon, disturbing both man and beast. The use of jake brakes is common and especially annoying.

Why cannot trucks be directed to use Highway 40/Floyd Hill to I-70, rather than Highway 6 through the canyon? I-70 is most certainly designed for the type and volume of traffic that the Frei Quarry generates. It has been argued that trucks are unable to climb the long steep grade on Highway 40 up Floyd Hill, yet we personally have recently witnessed an increase in quarry truck traffic up Floyd Hill during the construction activity on Highway 6 through the canyon. Obviously, trucks from the quarry can utilize that much less traveled route, they are doing it now.

In conclusion and in consideration of our testimony above, we are vehemently opposed to the expansion of the Frei Quarry. Thank you for the consideration afforded us and please acknowledge receipt of this letter of opposition. If additional information or clarification is required, please contact Tim or Mary Preister.

Regards,

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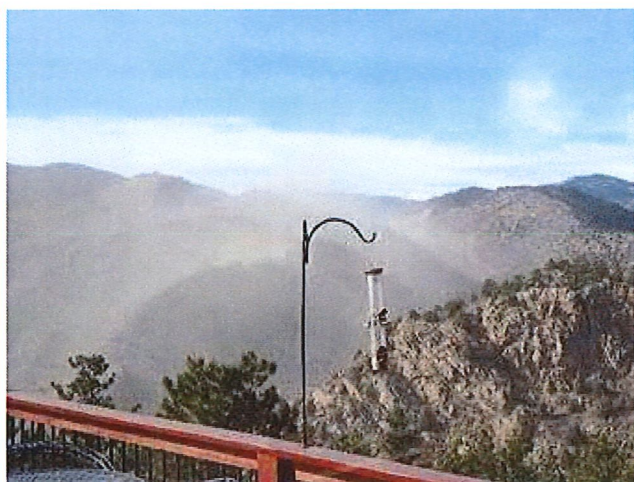
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(A.) Frei's Gilpin Waste Fines Dump erosion visible from the northeast



(B.) Dust cloud rises from existing Frei Quarry pit, then blown around the community and down Clear Creek Canyon toward Denver

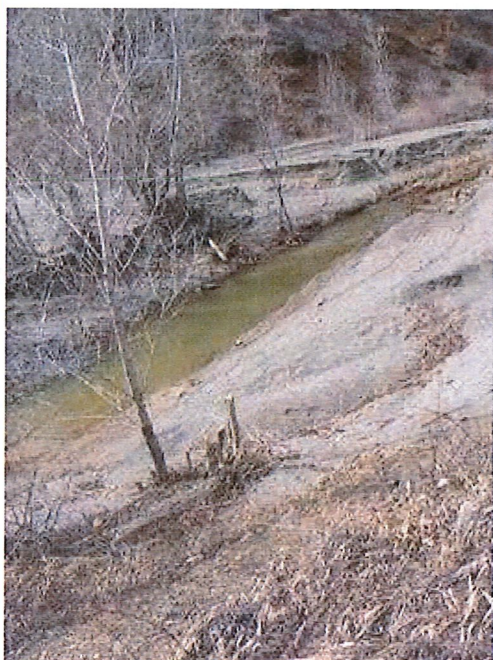




(C.) Silt erosion from Gilpin Waste Fines Dump site into North Clear Creek



(C.) Murky water in North Clear Creek, full of particulates from Gilpin Waste Fines Dump site



(D.) Floyd Hill Trails Project Map showing Bighorn Sheep Impact
 Frei Expansion circled in red

