



City of Idaho Springs Community Forum
Monday September 14, 2020

5:00 – 6:00 p.m.

Please join the City for a virtual Community Forum to receive information, ask questions and provide comment on topics of community interest, including the Coronavirus COVID-19 Pandemic, an update on operations of the Miner Street Marketplace, and a conversation regarding community needs as we move into the Fall and Winter.

Questions and comments will be accepted from the public through the Zoom Chat Feature or by emailing Jon Cain at jcain@idahospringsco.com.

Please use the link below to join the webinar

<https://us02web.zoom.us/j/87279363149?pwd=YnJxVHZnTEVNNXNBY041WldJMFJFdz09>

Passcode: 085029

Or Telephone:

US: +1 346 248 7799

Webinar ID: 872 7936 3149

Passcode: 085029



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
September 14, 2020
6:00 p.m.**

- ❖ **Carlson playground update of CCSD**
- ❖ **Downtown Improvements with CDOT grant**

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

Clear Creek School District
320 Chicago Creek Rd, CO Hwy 103
Idaho Springs, CO 80452



September 10, 2020

City Council of Idaho Springs:

The Clear Creek School District (CCSD) would like to present to you the approximate 20,000 SF redevelopment of the Carlson Elementary School playground in the heart of our county and the City of Idaho Springs. The desire of the School District is to open the playground to the public by allowing public access outside of school hours.

The newly developed space is planned to include a 50'x 60' synthetic turf field, half-court basketball court, garden with up to 8 garden beds for the students, a concrete walking path to ensure the easy accessible access, new underdrains for improved drainage, and state of the art new playground equipment that address fine and gross motor development and social emotional needs of our youngest population.

Through development of the space we have identified procedural and physical challenges the District wishes to address at this time to properly move forward in the best interest of the school district and community. These include the alley of the 1300 block of Miner Street which the school building and grounds currently occupy, seemingly without the proper documentation, and the associated drainage into the alley. Please see the attached 2009 alley encroachment document found to be on file at the Clear Creek County Building Department. CCSD seeks to request an alley vacation of the highlighted portion of said alley to properly document the space verbally granted to the school district for well over 30 years. We understand there to be a sanitary sewer line in this location and therefore intend to allow the City the rights necessary to maintain said sewer line.

Secondly, the drainage at intersection of 14th Street and the above-mentioned alley is an ongoing issue. See the attached civil plan for further information. The playground improvements are planned to include an underdrain system and the new +15k SF of impervious surface materials will help address drainage as designed by JVA Engineering and C. Designs LLC. CCSD would like to partner with the City of Idaho Springs in order to install a concrete drainage pan in the remaining portion of the alley of the 1300 block of Miner. This would allow over-flow drainage to run through to the alley, thus keeping dirt and debris out of the new playground surfaces and away from small children. The intersection of the alley and 14th Street is the current low spot at 14th Street and therefore water will continue to work its way to this location regardless. Providing a transport mechanism for run-off helps control the exact direction and path of the flow to the intersection. JVA recommends further raising the existing curb along the South edge of the alley to further restrict water creeping towards the historic library structure, if the City has identified this as an issue.

Additionally, CCSD would like to discuss the location of a central dumpster location near and/or adjacent to the school facility. Please see the attached sketch with location options for discussion. The current location is on school property at the intersection of the alley and 14th Street. Drainage, ice, and snow pile up in this location and make it very difficult for the sanitary company to roll the dumpsters as required to the street and remove the garbage. Planned drainage and grading designs currently help to reduce and/or eliminate the existing condition of pre-school children riding trikes that end up rolling into the garbage area of the site. Although, and possibly the greatest concern to the City, this corner is a primary view to the newly developed playground from our historic downtown center. It is important to create a welcoming view corridor and entrance to the playground and off of our revered Miner Street. Creating an open view into the space aids in the success of a safe and inviting public space for all to enjoy outside of regular school hours.

Clear Creek School District
320 Chicago Creek Rd, CO Hwy 103
Idaho Springs, CO 80452



We propose the following possible locations for the relocation of these dumpsters. Option 1: Off Miner Street, directly adjacent to the East side of Carlson Elementary. Option 2: Off Miner Street, in the currently fence lined alley area behind the historic hose house. Option 3: Off 14th Street at the alley (requires moving the library's shed to the fence lined alley space) and would still allow library staff parking and loading to occur in the alley.

Finally, it is our understanding the City intends to utilize some of the recently awarded CDOT grant monies for the improvement of a bus drop-off lane along the West side of the Carlson Elementary and making the current cross walk connecting to Kum & Go accessible. CCSD is excited for the new improvements and support the City in these endeavors. Our parents, staff, and children applaud you in the effort to making our school a safe and joyful community asset.

Action Items:

- Begin partial Alley Vacation process
- Approve action to move forward with drainage pan modifications at the East end of the alley
- Determine necessary terms and documentation needed if the above drainage pan is approved
- Identify use area for proposed relocation of Carlson Elementary dumpsters

We greatly appreciate your support in making our school a great place for our children and the entire community of Clear Creek County and the City of Idaho Springs.

Sincerely,

Clear Creek School District Superintendent
Karen Quanbeck

City of Idaho Springs

City Council Communication



Meeting Date: September 14, 2020

Presented By: Jonathan Cain, Assistant City Administrator

Item: CDOT Revitalize Main Street Grant Projects

Attachments: Revitalize Mainstreet Map

Background

The Revitalizing Main Streets Program was developed by the Colorado Department of Transportation (CDOT) and other state agency partners to support infrastructure projects that will provide open spaces for mobility, community activities, and economic development in the wake of the COVID-19 Emergency.

In August of 2020, the City was awarded a \$50,000 grant through this program to improve multimodal and ADA access and wayfinding in the Downtown Historic District of Idaho Springs.

Breakdown of Grant Funds

Task 1	Signage & Wayfinding	\$27,000
Task 2	ADA Ramps	\$12,000
Task 3	Bike Racks and Benches	\$5,400
Task 4	Crosswalks	\$3,200
Task 5	Restriping	\$2,400
TOTAL:		\$50,000

Task Descriptions

Task 1: The City will replace Street Signs in the Historic District. If possible, we will also add wayfinding signs for vehicles, pedestrians, and bicyclists to points of interest around the City.

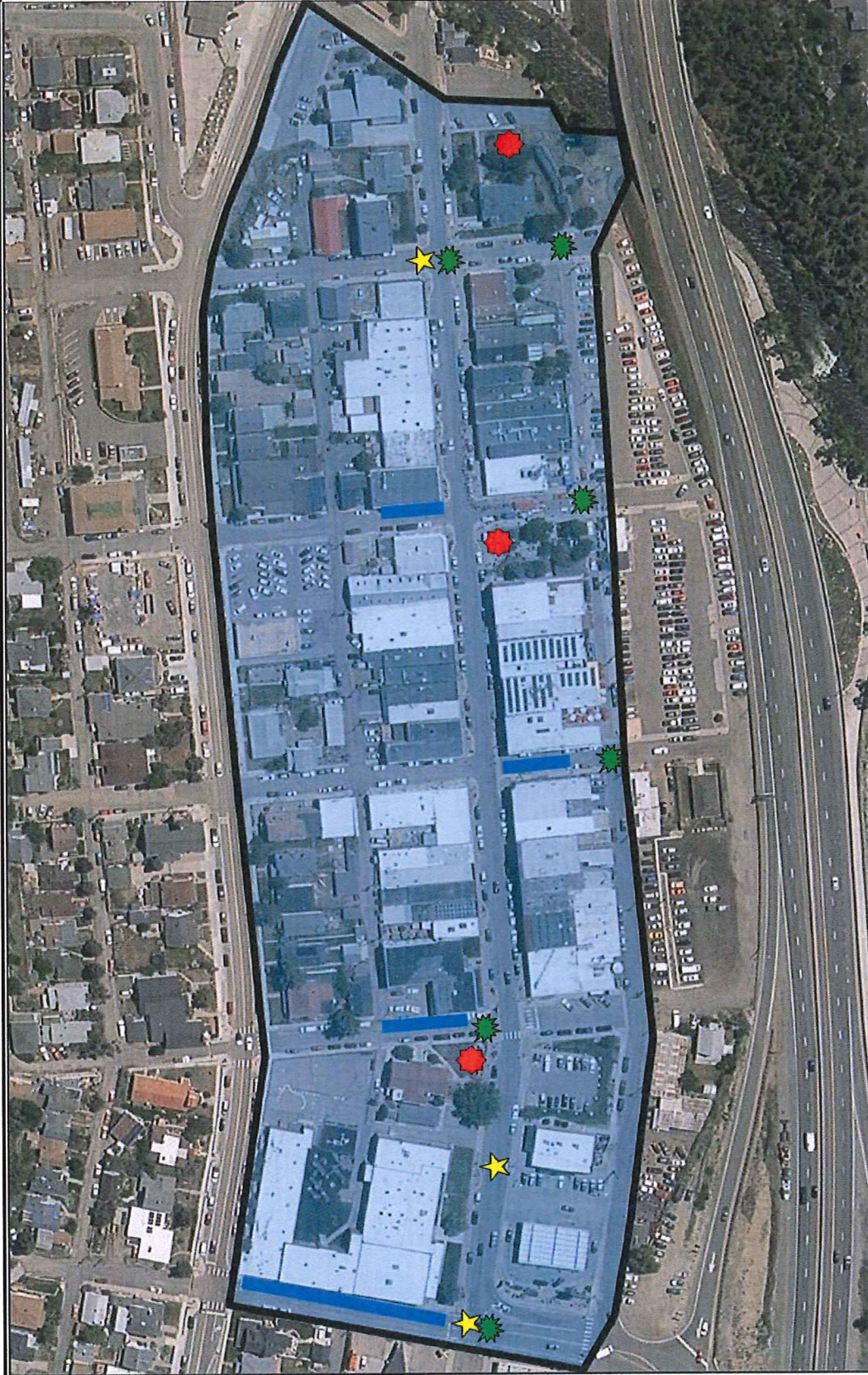
Task 2: The City will make ADA ramp improvements in the 1300 Block of Miner in front of Carlson Elementary, and at the intersections of 13th and Miner and 17th and Miner.

Task 3: The City will install new Bike Racks and Benches in the Historic District

Task 4: The City will install new Crosswalks at Idaho Mall on 15th-17th Avenues, and on Miner Street on 13th, 14th, and 17th Avenues.

Task 5: The City will restripe 13th Avenue between Colorado Boulevard and Miner Street for School Bus Loading and Unloading, The ADA Parking area on 14th and Miner, and Expanded Loading Zones on 14th-17th Avenues and Miner Street. We will also restripe 14th and 17th Avenues between Miner Street and Idaho Street to accommodate two-way traffic.

All of these projects are intended to have independent Utility, and to improve access to the Historic District whether it is operating as a Pedestrian Mall or as a Vehicle Thoroughfare.



- ★ ADA Ramp Improvements
- ★ Potential Bike Rack & Bench Locations
- ★ New Crosswalks
- Restriping for School Bus Loading on 13th, ADA Parking Area on 14th, Expanded Loading Zone on 14th-17th Avenues



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
COUNCIL CHAMBERS, CITY HALL
September 14, 2020
7:00 P.M.

WILL BE CONDUCTED AS A REMOTE MEETING
***REMOTE MEETING PUBLIC ATTENDANCE INSTRUCTIONS BELOW**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the September 14, 2020 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from August 24, 2020
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to September 14, 2020
- VIII. UNSCHEDULED PUBLIC COMMENT**
- IX. PUBLIC COMMENT**
 - a) The Bee's Knees-request to change Municipal Code to allow beer and wine license distance requirement
 - b) Donna Kline-CCC DHS request for contribution
- X. PLANNING/COMMUNITY DEVELOPMENT**
- XI. CITY ATTORNEY**
- XII. RESOLUTIONS**
 - a) Resolution #23, Series 2020; A resolution finding an annexation petition submitted by the Cabins, LLC to annex approximately 9.33 acres of property in Clear Creek County, Colorado, known as portions of the Golden Egg Placer Mining claim, U.S. Survey No. 13335, to the City of Idaho Springs, to be substantially compliant with C.R.S. § 31-12-107(1) and setting a public hearing on the Petition to consider annexation of the property.
- XIII. ORDINANCE FIRST READING**
 - a) Ordinance #12, Series 2020; An ordinance amending Section 21-85 of the Idaho Springs Municipal Code concerning required notice of hearings on Certificates of Appropriateness.
- XIV. ORDINANCE SECOND READING**
- XV. CITY ADMINISTRATOR**
 - a) Staff report submitted with three request(s) for action. Move to approve submission of a \$1,000,000 Energy Impact Assistance Fund grant application to the Colorado Dept. of Local Affairs for the construction of the new Public Works Facility.
Move to approve an add service request from JVA in the amount of \$38,000 for the design of the new Public Works Facility.
Move to approve an updated on-call agreement with JVA for professional services as the City Engineer based on a 2020 hourly billing rate schedule.
- XVI. CITY CLERK**
 - a) Staff report submitted with no request(s) for action.
- XVII. POLICE DEPARTMENT**
 - a) No staff report submitted.
- XVIII. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with no request(s) for action.
- XIX. PUBLIC WORKS: WATER/WASTEWATER**
- XX. COMMITTEE REPORTS**
- XXI. MAYOR and COUNCIL**
- XXII. ADJOURN to September 14, 2020**

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/idahospings/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%201.pdf>

The public will be able to sign up for Unscheduled Public Comment by emailing the City Clerk at cityclerk@idahospringsco.com contact information including name and phone number by 5 PM on the day of the scheduled meeting.

During the meeting, staff will call people signed up for Public Comment (Scheduled and Unscheduled) when indicated on the agenda. Staff will attempt to reach each person who signed up for comment by calling the telephone number provided by such person one time only. If you sign up for comment, it is important that you: (1) provide an accurate and clearly legible name and phone number; and (2) are available to answer a call at that number when the agenda item is reached.

Each Public Comment will be limited to 3 minutes Public Comment will be limited in duration to 3 minutes time.

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
AUGUST 24, 2020

The City Council of the City of Idaho Springs held a regular meeting on August 24, 2020. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:03 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Scott Pennell, Art Caccavale, Jim Clark, John Curtis and Chuck Harmon. Also present was City Clerk Diane Breece and Police Chief Chris Malanka, City Administrator Andrew Marsh, Water/Wastewater Superintendent John Bordonni and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for August 24, 2020. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

John Curtis moved to approve the minutes of August 10 and August 17, 2020. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

Jim Clark indicated that he would be recusing from voting on a bill to Allied Towing. Bob Bowland also indicated that he would be recusing from voting on Resolution # 22.

Approval of Bills

Scott Pennell moved to approve bills to August 24, 2020 except the bill to Allied Towing. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Michael Hillman moved to approve the bill to Allied Towing. Scott Pennell seconded and the motion carried by unanimous roll call vote with Jim Clark recusing.

Unscheduled Public Comment

There were no unscheduled public comments.

Public Comment

Scott Pennell moved to approve appointing Dru Van Doren to a four year term as a regular member to the Variance Board of Adjustments. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve appointing Lisa Manifold to a four year term as an alternate to the Historic Preservation Review Commission. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve appointing Tracy Stokes to a four year term as an alternate to the Planning Commission. The motion passed by a 4-2 vote with Art Caccavale and Jim Clark voting no.

Resolutions and Public Hearing

Mayor Hillman opened the public hearing at 7:35 p.m.

William Ankele with the firm of White Bear Ankele Tanaka & Waldron presented the Mighty Argo Metropolitan District Nos. 1-3 Service Plan. The applicant, Mary Jane Loevlie was sworn in and answered general questions. Bryan McFarland was also in attendance for questions.

There was no public comment.

Mayor Hillman closed the public hearing at 8:25 p.m.

Chuck Harmon moved to approve Resolution #22, Series 2020; A resolution approving the Service Plan for Mighty Argo Metropolitan Districts Nos. 1-3. John Curtis seconded and the motion passed by a 4-2 vote with Art Caccavale and Jim Clark voting no.

City Administrator

Staff report submitted with no request(s) for action.

City Clerk

Staff report submitted with one request(s) for action. Scott Pennell moved to authorize the City Clerk to sign the IGA with Clear Creek County for the 2020 General Election. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Police Dept.

Staff report submitted with no request(s) for action.

Public Works/Street and Parks

No staff report submitted.

Adjourn

Mayor Hillman adjourned the meeting at 8:30 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A T & T Mobility (283)								
287246995984X8212020								
287246995984X8212020	Invoice	Cell Phone/WasteWater	08/13/2020	09/08/2020	72.07	Open	09/20	51-00-5335
287246995984X8212020	Invoice	Cell Phone/Water/Wastewater	08/13/2020	09/08/2020	72.08	Open	09/20	52-00-5335
Total 287246995984X8212020:					144.15			
Total A T & T Mobility (283):					144.15			
Allied Towing (11)								
4357								
4357	Invoice	Auto Repair	08/26/2020	09/25/2020	986.24	Open	09/20	10-30-6100
Total 4357:					986.24			
4368								
4368	Invoice	Oil change and safety inspection	09/02/2020	10/02/2020	89.00	Open	09/20	10-30-6100
Total 4368:					89.00			
Total Allied Towing (11):					1,075.24			
AmeriGas (1478)								
3110583691								
3110583691	Invoice	Service Dispatch Charge	08/18/2020	09/17/2020	69.99	Open	09/20	52-00-6001
Total 3110583691:					69.99			
Total AmeriGas (1478):					69.99			
Browns Hill Engineering & Cont (1416)								
169								
169	Invoice	SCADA Leasing Agreement WTP	09/01/2020	10/01/2020	1,620.00	Open	09/20	51-00-5000
Total 169:					1,620.00			
170								
170	Invoice	SCADA Leasing Agreement WTP	09/01/2020	10/01/2020	1,620.00	Open	09/20	52-00-5000
Total 170:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					3,240.00			
C & C Machine & Welding (34)								
0028882								
0028882	Invoice	Replacement Rails at Reservoir	08/24/2020	09/24/2020	1,150.00	Open	09/20	51-15-6003
Total 0028882:					1,150.00			
Total C & C Machine & Welding (34):					1,150.00			
Caselle Inc. (287)								
104374								
104374	Invoice	Contract Support	09/01/2020	09/30/2020	337.50	Open	09/20	10-10-5108
104374	Invoice	Contract Support	09/01/2020	09/30/2020	337.50	Open	09/20	10-20-5108
104374	Invoice	Contract Support	09/01/2020	09/30/2020	337.50	Open	09/20	10-30-5108
104374	Invoice	Contract Support	09/01/2020	09/30/2020	168.75	Open	09/20	51-00-5108
104374	Invoice	Contract Support	09/01/2020	09/30/2020	168.75	Open	09/20	52-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 104374:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
30356721308222020								
30356721308222020	Invoice	Internet service/Waste Water	08/22/2020	09/12/2020	197.45	Open	09/20	52-00-5335
Total 30356721308222020:					197.45			
30356796138252020								
30356796138252020	Invoice	Phone Lines Water Plant Fire Alar	08/25/2020	09/16/2020	179.65	Open	09/20	51-00-5303
Total 30356796138252020:					179.65			
30356744748282020								
30356744748282020	Invoice	Internet service-Public Works	08/28/2020	09/18/2020	92.94	Open	09/20	10-10-5335
Total 30356744748282020:					92.94			
Total CenturyLink (569):					470.04			
Chicago Creek Sanitation (434)								
202009								
202009	Invoice	August Maintenance Fee	08/27/2020	09/30/2020	787.00	Open	09/20	51-00-5206
Total 202009:					787.00			
Total Chicago Creek Sanitation (434):					787.00			
CIRSA (1511)								
201391								
201391	Invoice	Deductible	08/14/2020	09/14/2020	165.20	Open	09/20	10-10-5314
Total 201391:					165.20			
Total CIRSA (1511):					165.20			
City of Idaho Springs (289)								
110671912020								
110671912020	Invoice	public works	09/01/2020	09/30/2020	259.15	Open	09/20	10-10-6050
Total 110671912020:					259.15			
130501912020								
130501912020	Invoice	macy ruth mill	09/01/2020	09/30/2020	226.01	Open	09/20	10-60-6050
Total 130501912020:					226.01			
204461912020								
204461912020	Invoice	103 14th Ave	09/01/2020	09/30/2020	9.94	Open	09/20	10-20-6050
Total 204461912020:					9.94			
204911 9012020								
204911 9012020	Invoice	police dept.	09/01/2020	09/30/2020	259.15	Open	09/20	10-30-6050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 204911 9012020:					259.15			
208381 9012020								
208381 9012020	Invoice	Wwtp	09/01/2020	09/30/2020	398.60	Open	09/20	10-10-6050
Total 208381 9012020:					398.60			
210651 912020								
210651 912020	Invoice	City Hall	09/01/2020	09/30/2020	822.07	Open	09/20	10-20-6050
Total 210651 912020:					822.07			
210691912020								
210691912020	Invoice	Citizens Park	09/01/2020	09/30/2020	872.24	Open	09/20	10-60-6050
Total 210691912020:					872.24			
220501912020								
220501912020	Invoice	montgomery park	09/01/2020	09/30/2020	1,036.00	Open	09/20	10-60-6050
Total 220501912020:					1,036.00			
230551912020								
230551912020	Invoice	CRC park	09/01/2020	09/30/2020	209.44	Open	09/20	10-60-6050
Total 230551912020:					209.44			
230571912020								
230571912020	Invoice	Community garden	09/01/2020	09/30/2020	70.85	Open	09/20	10-60-6050
Total 230571912020:					70.85			
Total City of Idaho Springs (289):					4,163.45			
Clear Creek Cty Road & Bridge (1278)								
912020								
912020	Invoice	Fleet fuel//Sewer	09/01/2020	10/01/2020	89.44	Open	09/20	51-00-6191
912020	Invoice	Fleet fuel//Parks	09/01/2020	10/01/2020	176.29	Open	09/20	10-60-6191
912020	Invoice	Fleet fuel//Police	09/01/2020	10/01/2020	841.78	Open	09/20	10-30-6191
912020	Invoice	Fleet fuel//Streets	09/01/2020	10/01/2020	1,045.52	Open	09/20	10-10-6191
912020	Invoice	Fleet fuel//Water	09/01/2020	10/01/2020	89.45	Open	09/20	52-00-6191
Total 912020:					2,242.48			
Total Clear Creek Cty Road & Bridge (1278):					2,242.48			
Clear Creek Supply (291)								
320627								
320627	Invoice	Oil Absorber	08/04/2020	09/30/2020	70.74	Open	09/20	10-10-6010
Total 320627:					70.74			
320654								
320654	Invoice	Mandrel Set and Tool	08/04/2020	09/30/2020	12.78	Open	09/20	10-10-6020
Total 320654:					12.78			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
320829								
320829	Invoice	Tee and Cement	08/07/2020	09/30/2020	6.95	Open	09/20	10-60-6010
Total 320829:					6.95			
321058								
321058	Invoice	Cement PVC	08/11/2020	09/30/2020	8.99	Open	09/20	10-60-6010
Total 321058:					8.99			
321067								
321067	Invoice	Hose Clamp	08/11/2020	09/30/2020	4.64	Open	09/20	10-60-6010
Total 321067:					4.64			
3210833								
3210833	Invoice	Oil and Filter Clamps and Fitting	08/12/2020	09/30/2020	38.38	Open	09/20	10-10-6193
Total 3210833:					38.38			
321262								
321262	Invoice	battery for school sign	08/15/2020	09/30/2020	70.29	Open	09/20	10-10-6091
Total 321262:					70.29			
321323								
321323	Invoice	Wire Ties	08/17/2020	09/30/2020	13.82	Open	09/20	10-10-6193
Total 321323:					13.82			
321351								
321351	Invoice	Pipe Cap	08/17/2020	09/30/2020	5.56	Open	09/20	10-60-6010
Total 321351:					5.56			
321395								
321395	Invoice	brush	08/18/2020	09/30/2020	11.96	Open	09/20	10-10-6093
Total 321395:					11.96			
321728								
321728	Invoice	Oil absorber	08/24/2020	09/30/2020	23.58	Open	09/20	10-30-6100
Total 321728:					23.58			
321802								
321802	Invoice	Copper Pipe	08/25/2020	09/30/2020	7.99	Open	09/20	10-60-6045
Total 321802:					7.99			
321809								
321809	Invoice	Valves and Fittings	08/25/2020	09/30/2020	11.47	Open	09/20	10-60-6045
Total 321809:					11.47			
321876								
321876	Invoice	Coupling	08/26/2020	09/30/2020	4.74	Open	09/20	10-10-6193

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 321876:					4.74			
321899								
321899	Invoice	Key	08/27/2020	09/30/2020	9.16	Open	09/20	10-10-6010
Total 321899:					9.16			
321915								
321915	Invoice	Mirror Black Econo	08/27/2020	09/30/2020	21.45	Open	09/20	10-10-6150
Total 321915:					21.45			
321930								
321930	Invoice	Mirror Black Econo	08/27/2020	09/30/2020	11.46	Open	09/20	10-10-6150
Total 321930:					11.46			
Total Clear Creek Supply (291):					333.96			
Colorado Analytical Lab (945)								
200511017								
200511017	Invoice	TSS/testing	05/14/2020	09/14/2020	13.50	Open	09/20	52-00-5201
Total 200511017:					13.50			
200902057								
200902057	Invoice	Coliform Testing	09/04/2020	10/04/2020	98.50	Open	09/20	51-00-5201
Total 200902057:					98.50			
200902058								
200902058	Invoice	TSS/testing	09/08/2020	10/08/2020	13.50	Open	09/20	51-00-5201
Total 200902058:					13.50			
Total Colorado Analytical Lab (945):					125.50			
Comcast (1486)								
84974049301972958232020								
849740493019729582320	Invoice	City Hall Internet	08/23/2020	09/17/2020	224.92	Open	09/20	10-20-5335
Total 84974049301972958232020:					224.92			
Total Comcast (1486):					224.92			
Common Knowledge Technology (1549)								
52576								
52576	Invoice	it services	09/01/2020	09/30/2020	916.50	Open	09/20	10-10-5108
52576	Invoice	it services	09/01/2020	09/30/2020	916.50	Open	09/20	10-20-5108
52576	Invoice	it services	09/01/2020	09/30/2020	916.50	Open	09/20	10-30-5108
52576	Invoice	it services	09/01/2020	09/30/2020	458.25	Open	09/20	51-00-5108
52576	Invoice	it services	09/01/2020	09/30/2020	458.25	Open	09/20	52-00-5108
Total 52576:					3,666.00			
Total Common Knowledge Technology (1549):					3,666.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Deep Rock (1855)								
18332261082120								
18332261082120	Invoice	Water Cooler	08/21/2020	09/13/2020	28.75	Open	09/20	10-20-6010
Total 18332261082120:					28.75			
Total Deep Rock (1855):					28.75			
Fischer Construction (1769)								
912020								
912020	Invoice	project 2 wrwf	09/01/2020	09/30/2020	1,190,807.14	Open	09/20	55-72-7310
Total 912020:					1,190,807.14			
91202001								
91202001	Invoice	Wrrf project 1	09/01/2020	09/30/2020	27,848.65	Open	09/20	55-72-7310
Total 91202001:					27,848.65			
Total Fischer Construction (1769):					1,218,655.79			
Grainger Inc. (134)								
9620198938								
9620198938	Invoice	Grease	08/13/2020	09/12/2020	499.26	Open	09/20	52-00-6004
Total 9620198938:					499.26			
Total Grainger Inc. (134):					499.26			
Home Depot Credit Services (578)								
3011139								
3011139	Invoice	Counter sink	03/05/2020	09/18/2020	29.15	Open	09/20	10-21-5041
3011139	Invoice	Drill and Drive Set	03/05/2020	09/18/2020	29.97	Open	09/20	51-00-6025
Total 3011139:					59.12			
1020311								
1020311	Invoice	Gloves	08/04/2020	09/18/2020	9.98	Open	09/20	10-60-6040
1020311	Invoice	Refund of PVC Adapters	08/04/2020	09/18/2020	35.14	Open	09/20	10-60-6200
1020311	Invoice	Valves and PVC	08/04/2020	09/18/2020	106.72	Open	09/20	10-60-6200
1020311	Invoice	Washers and Hoses	08/04/2020	09/18/2020	74.90	Open	09/20	10-60-6020
1020311	Invoice	Weed Killer	08/04/2020	09/18/2020	31.88	Open	09/20	10-60-6204
Total 1020311:					188.34			
12850								
12850	Invoice	Bolts and Screws	08/05/2020	09/18/2020	47.68	Open	09/20	10-10-6091
12850	Invoice	Facemasks	08/05/2020	09/18/2020	49.96	Open	09/20	10-10-6040
12850	Invoice	Sawzall and Bit and Driver Kit	08/05/2020	09/18/2020	250.91	Open	09/20	10-10-6020
Total 12850:					348.55			
4021338								
4021338	Invoice	Coupling and Pipes	08/11/2020	09/18/2020	13.24	Open	09/20	10-60-6010
Total 4021338:					13.24			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
2021714								
2021714	Invoice	CPiping	08/13/2020	09/18/2020	29.61	Open	09/20	10-60-6200
2021714	Invoice	Fertilizer and Weed Killer	08/13/2020	09/18/2020	69.82	Open	09/20	10-60-6204
Total 2021714:					99.43			
9020611912020								
9020611912020	Invoice	pVC adapters	08/28/2020	09/18/2020	17.92	Open	09/20	10-60-6010
Total 9020611912020:					17.92			
Total Home Depot Credit Services (578):					726.60			
I.S. Administrative Checking (8)								
8262020								
8262020	Invoice	adobe	08/26/2020	09/30/2020	179.88	Open	09/20	10-20-7011
8262020	Invoice	argo mailing	08/26/2020	09/30/2020	49.20	Open	09/20	10-20-5310
8262020	Invoice	cccma - cain	08/26/2020	09/30/2020	45.00	Open	09/20	10-20-5304
8262020	Invoice	city clean up meals	08/26/2020	09/30/2020	250.00	Open	09/20	10-20-6010
8262020	Invoice	Elevator Inspection	08/26/2020	09/30/2020	30.00	Open	09/20	10-21-5430
8262020	Invoice	Job Postings	08/26/2020	09/30/2020	1,626.34	Open	09/20	10-20-5313
8262020	Invoice	Supplies	08/26/2020	09/30/2020	38.94	Open	09/20	10-20-6010
8262020	Invoice	zoom renewal meher plaque inter	08/26/2020	09/30/2020	216.95	Open	09/20	10-20-5210
Total 8262020:					2,436.31			
Total I.S. Administrative Checking (8):					2,436.31			
IntelliPay (1279)								
2464								
2464	Invoice	ACH Fees	08/31/2020	09/30/2020	23.85	Open	09/20	10-20-5340
Total 2464:					23.85			
246402								
246402	Invoice	ACH Fees	08/31/2020	09/30/2020	21.90	Open	09/20	10-20-5340
Total 246402:					21.90			
Total IntelliPay (1279):					45.75			
John Dneaster (1965)								
992020								
992020	Invoice	Reimbursement of Lost Ring	09/09/2020	09/30/2020	500.00	Open	09/20	10-30-5300
Total 992020:					500.00			
Total John Dneaster (1965):					500.00			
JVA Incorporated (1110)								
86121								
86121	Invoice	wttp project 2	07/31/2020	08/30/2020	7,810.00	Open	08/20	55-72-7320
Total 86121:					7,810.00			
86128								
86128	Invoice	Oncall Services	07/31/2020	09/01/2020	336.00	Open	08/20	10-20-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account	
Total 86128:					336.00				
86129	86129	Invoice	Hwy 103 Design	07/31/2020	08/30/2020	328.00	Open	08/20	54-72-7320
Total 86129:					328.00				
86185	86185	Invoice	Idaho SPrings public works facility	07/31/2020	08/30/2020	7,322.70	Open	08/20	21-00-5103
Total 86185:					7,322.70				
86186	86186	Invoice	Engineering Services Argo	07/31/2020	08/30/2020	4,983.00	Open	08/20	10-20-5108
Total 86186:					4,983.00				
Total JVA Incorporated (1110):					20,779.70				
Landmark Community Newspapers (64)									
13601092272020									
13601092272020	Invoice	Employment Ad Finance Officer	07/31/2020	08/31/2020	111.00	Open	08/20	10-20-5312	
13601092272020	Invoice	employment ad w/www super	07/31/2020	08/31/2020	111.00	Open	08/20	51-00-5312	
Total 13601092272020:					222.00				
13605339172020									
13605339172020	Invoice	legals	07/31/2020	08/31/2020	332.36	Open	08/20	10-20-5312	
Total 13605339172020:					332.36				
Total Landmark Community Newspapers (64):					554.36				
Liberty Communications (1547)									
1770701									
1770701	Invoice	phone service city hall	08/31/2020	09/30/2020	143.84	Open	09/20	10-20-5303	
1770701	Invoice	phone service police	08/31/2020	09/30/2020	143.84	Open	09/20	10-30-5303	
1770701	Invoice	phone service public works	08/31/2020	09/30/2020	143.84	Open	09/20	10-10-5303	
1770701	Invoice	phone service wastewater	08/31/2020	09/30/2020	71.92	Open	09/20	52-00-5303	
1770701	Invoice	phone service water	08/31/2020	09/30/2020	71.93	Open	09/20	51-00-5303	
Total 1770701:					575.37				
Total Liberty Communications (1547):					575.37				
McDonald Farms (1588)									
4972031061									
4972031061	Invoice	WasteWater Hauled to Landfill	08/19/2020	09/30/2020	650.00	Open	09/20	52-00-5250	
Total 4972031061:					650.00				
4972031062									
4972031062	Invoice	WasteWater Hauled to Landfill	08/21/2020	09/30/2020	696.20	Open	09/20	52-00-5250	
Total 4972031062:					696.20				

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
4972031063								
4972031063	Invoice	WasteWater Hauled to Landfill	08/27/2020	09/30/2020	727.83	Open	09/20	52-00-5250
Total 4972031063:					727.83			
4972031064								
4972031064	Invoice	WasteWater Hauled to Landfill	09/01/2020	09/30/2020	705.28	Open	09/20	52-00-5250
Total 4972031064:					705.28			
4972031065								
4972031065	Invoice	WasteWater Hauled to Landfill	09/04/2020	09/30/2020	650.00	Open	09/20	52-00-5250
Total 4972031065:					650.00			
Total McDonald Farms (1588):					3,429.31			
Michael Goodbee (1940)								
912020								
912020	Invoice	Judge	09/01/2020	09/30/2020	1,600.00	Open	09/20	10-40-5110
Total 912020:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Mountain Tool and Feed (1450)								
1259								
1259	Invoice	Repair Weed wacker	08/18/2020	09/30/2020	143.85	Open	09/20	10-60-5207
Total 1259:					143.85			
Total Mountain Tool and Feed (1450):					143.85			
Municipal Code Corporation (194)								
00346951								
00346951	Invoice	update pages	08/07/2020	09/07/2020	660.00	Open	08/20	10-20-5322
Total 00346951:					660.00			
Total Municipal Code Corporation (194):					660.00			
Murray Dahl Beery & Renaud (806)								
54722932020								
54722932020	Invoice	General legal - admin	09/03/2020	09/30/2020	18,979.29	Open	08/20	10-20-5101
54722932020	Invoice	Litigation	09/03/2020	09/30/2020	1,135.00	Open	08/20	10-20-5101
Total 54722932020:					20,114.29			
Total Murray Dahl Beery & Renaud (806):					20,114.29			
Paul's Enterprises (213)								
026683								
026683	Invoice	Replace Dead Bolts City Shop	08/20/2020	09/30/2020	72.50	Open	08/20	10-10-5208
Total 026683:					72.50			
Total Paul's Enterprises (213):					72.50			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Peak Performance (409)								
8/31/2020								
8/31/2020	Invoice	Copier Meter Bill/Police	09/01/2020	09/15/2020	123.18	Open	08/20	10-30-5309
Total 8/31/2020:					123.18			
Total Peak Performance (409):					123.18			
Petros & White (214)								
4158441586								
4158441586	Invoice	General Legal Water Matters	09/02/2020	09/30/2020	424.88	Open	08/20	51-00-5101
Total 4158441586:					424.88			
Total Petros & White (214):					424.88			
Pitney Bowes (1758)								
912020								
912020	Invoice	8000-9090-0986-1563/postage	09/01/2020	09/15/2020	257.97	Open	08/20	10-20-5310
Total 912020:					257.97			
Total Pitney Bowes (1758):					257.97			
Power Motive (221)								
P78789								
P78789	Invoice	freight	08/27/2020	09/30/2020	10.15	Open	08/20	10-10-6193
P78789	Invoice	Latch for Fork	08/27/2020	09/30/2020	40.00	Open	08/20	10-10-6193
Total P78789:					50.15			
Total Power Motive (221):					50.15			
Professional Management Solutions (1833)								
84465								
84465	Invoice	Financial Services	09/03/2020	09/30/2020	4,987.50	Open	08/20	10-20-5108
Total 84465:					4,987.50			
Total Professional Management Solutions (1833):					4,987.50			
Ramey Environmental Compliance (898)								
21076								
21076	Invoice	Wastewater Services	08/24/2020	09/30/2020	2,168.36	Open	09/20	52-00-5000
21076	Invoice	Water Services	08/24/2020	09/30/2020	2,168.36	Open	09/20	51-00-5000
Total 21076:					4,336.72			
21146								
21146	Invoice	Grease trap inspections	09/01/2020	09/30/2020	406.00	Open	09/20	52-00-5000
Total 21146:					406.00			
Total Ramey Environmental Compliance (898):					4,742.72			
Republic Services #535 (1866)								
0535004705423								
0535004705423	Invoice	trash WW plant	08/25/2020	09/14/2020	364.49	Open	09/20	52-00-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 0535004705423:					364.49			
Total Republic Services #535 (1866):					364.49			
Rogers, Suzanne M. (737)								
912020								
912020	Invoice	Prosecutor	09/01/2020	09/30/2020	1,296.90	Open	09/20	10-40-5115
Total 912020:					1,296.90			
Total Rogers, Suzanne M. (737):					1,296.90			
Smith Power Products Inc. (1848)								
486109								
486109	Invoice	Generator Work WWTP	08/24/2020	09/30/2020	1,051.50	Open	09/20	52-00-5207
486109	Invoice	lb cable	08/24/2020	09/30/2020	75.00	Open	09/20	52-00-5207
486109	Invoice	load bank	08/24/2020	09/30/2020	500.00	Open	09/20	52-00-5207
486109	Invoice	Milage	08/24/2020	09/30/2020	35.00	Open	09/20	52-00-5207
486109	Invoice	Supplies/Hazardous	08/24/2020	09/30/2020	63.09	Open	09/20	52-00-5207
Total 486109:					1,724.59			
Total Smith Power Products Inc. (1848):					1,724.59			
Solenis (1794)								
131679940								
131679940	Invoice	Polymer	08/26/2020	09/25/2020	2,772.00	Open	09/20	52-00-6210
131679940	Invoice	Shipping	08/26/2020	09/25/2020	278.25	Open	09/20	52-00-6210
Total 131679940:					3,050.25			
Total Solenis (1794):					3,050.25			
Sprint (750)								
569628819153								
569628819153	Invoice	Mobile Hot Spot	08/27/2020	09/22/2020	244.76	Open	09/20	10-30-5335
Total 569628819153:					244.76			
616873765061								
616873765061	Invoice	Code cell phone	08/29/2020	09/24/2020	24.94	Open	09/20	10-30-5335
Total 616873765061:					24.94			
Total Sprint (750):					269.70			
SUEZ WTS Analytical Instruments (1803)								
900492749								
900492749	Invoice	Capsule Filter	07/22/2020	08/30/2020	548.00	Open	08/20	51-00-5109
900492749	Invoice	shipping	07/22/2020	08/30/2020	8.85	Open	08/20	51-00-5109
Total 900492749:					556.85			
Total SUEZ WTS Analytical Instruments (1803):					556.85			
T & D Car Wash Inc. (534)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
2004912020								
2004912020	Invoice	Car Wash-police	09/01/2020	09/30/2020	96.80	Open	09/20	10-30-6100
Total 2004912020:					96.80			
Total T & D Car Wash Inc. (534):					96.80			
Timberline Disposal (1467)								
0002274412								
0002274412	Invoice	200 W. Colorado Blvd Trash	09/01/2020	09/30/2020	248.31	Open	09/20	10-60-5202
Total 0002274412:					248.31			
0002274879								
0002274879	Invoice	Hwy 103 toilet	09/01/2020	09/30/2020	54.17	Open	09/20	51-00-5202
Total 0002274879:					54.17			
Total Timberline Disposal (1467):					302.48			
Treatment Technology (1078)								
183027								
183027	Invoice	Environmental Cleaning	09/01/2020	09/30/2020	60.00	Open	09/20	52-00-6210
183027	Invoice	Ferric Chloride	09/01/2020	09/30/2020	2,412.30	Open	09/20	52-00-6210
183027	Invoice	Hazmat Delivery	09/01/2020	09/30/2020	55.00	Open	09/20	52-00-6210
Total 183027:					2,527.30			
Total Treatment Technology (1078):					2,527.30			
USA Blue Book (376)								
311851								
311851	Invoice	Freight	07/29/2020	08/30/2020	17.57	Open	08/20	52-00-6004
311851	Invoice	Kimtech Wipes	07/29/2020	08/30/2020	159.95	Open	08/20	52-00-6004
311851	Invoice	standard cell solution ph bufgr	07/29/2020	08/30/2020	78.05	Open	08/20	52-00-6004
Total 311851:					255.57			
326400								
326400	Invoice	Drum Pump Motor	08/12/2020	09/12/2020	499.95	Open	09/20	52-00-5204
326400	Invoice	Freight	08/12/2020	09/12/2020	12.97	Open	09/20	52-00-5204
Total 326400:					512.92			
344802								
344802	Invoice	Filters and Reagents	08/31/2020	09/30/2020	490.30	Open	09/20	52-00-6207
Total 344802:					490.30			
Total USA Blue Book (376):					1,258.79			
WEX BANK (1459)								
67140595								
67140595	Invoice	Admin Fees	08/23/2020	09/14/2020	159.50	Open	09/20	10-20-5108
67140595	Invoice	Fleet fuel - Police	08/23/2020	09/14/2020	936.59	Open	09/20	10-30-6191
67140595	Invoice	Fleet fuel - wastewater	08/23/2020	09/14/2020	103.89	Open	09/20	52-00-6191
67140595	Invoice	Fleet fuel - water	08/23/2020	09/14/2020	103.88	Open	09/20	51-00-6191

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 67140595:					1,303.86			
Total WEX BANK (1459):					1,303.86			
Xcel Energy (540)								
36159618172020								
36159618172020	Invoice	City Hall	08/17/2020	09/04/2020	254.05	Open	09/20	10-20-6001
Total 36159618172020:					254.05			
696903809								
696903809	Invoice	525 Pine Slope	08/17/2020	09/04/2020	10.97	Open	09/20	10-10-6001
Total 696903809:					10.97			
696908170								
696908170	Invoice	2916 Colorado Blvd	08/17/2020	09/04/2020	235.52	Open	09/20	10-30-6001
Total 696908170:					235.52			
696923466								
696923466	Invoice	Heat Tape	08/17/2020	09/04/2020	3,257.80	Open	09/20	52-00-6001
Total 696923466:					3,257.80			
696933946								
696933946	Invoice	1101 Soda Creek	08/17/2020	09/14/2020	10.97	Open	09/20	10-10-6001
Total 696933946:					10.97			
697065687								
697065687	Invoice	980 CR 314	08/17/2020	09/04/2020	3,040.99	Open	09/20	51-00-6001
Total 697065687:					3,040.99			
8172020								
8172020	Invoice	10 Montane	08/17/2020	09/04/2020	42.26	Open	09/20	10-10-6001
Total 8172020:					42.26			
9234623942020								
9234623942020	Invoice	1801 Miner St.	08/17/2020	09/04/2020	13.83	Open	09/20	51-00-6001
Total 9234623942020:					13.83			
697625126								
697625126	Invoice	New Treatment Plant	08/24/2020	09/11/2020	4,074.90	Open	09/20	52-00-6001
Total 697625126:					4,074.90			
697804899								
697804899	Invoice	Parks	08/24/2020	09/14/2020	293.44	Open	09/20	10-60-6001
Total 697804899:					293.44			
697805075								
697805075	Invoice	Public Works	08/24/2020	09/14/2020	252.06	Open	09/20	10-10-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 697805075:					252.06			
698899688								
698899688	Invoice	Street Lights	09/01/2020	09/28/2020	4,538.53	Open	09/20	10-10-6001
Total 698899688:					4,538.53			
698908078								
698908078	Invoice	2040 Miner St	09/01/2020	09/22/2020	15.45	Open	09/20	10-10-6001
Total 698908078:					15.45			
Total Xcel Energy (540):					16,040.77			
Grand Totals:					1,329,408.95			

Report GL Period Summary

GL Period	Amount
09/20	1,280,572.00
08/20	48,836.95
Grand Totals:	1,329,408.95

Vendor number hash: 86799
Vendor number hash - split: 131045
Total number of invoices: 113
Total number of transactions: 163

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	1,329,408.95	1,329,408.95
Grand Totals:	1,329,408.95	1,329,408.95



City of Idaho Springs City Council

Meeting Date: September 14, 2020

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

Is this a request for Council action? Yes ☒ No ☐

Return to Diane Breece, City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

Fax #: (303) 567-4955 Phone # (303) 567-4421 E-Mail: cityclerk@idahospringsco.com

Scheduled Public Comments falls near the beginning of each City of Idaho Springs City Council meeting. Here are things you need to know:

- ❖ Citizens may speak on any issue that is not elsewhere on the agenda.
- ❖ Council generally will not act on any request at the same meeting.
- ❖ It is strongly recommended that you contact the appropriate City staff member prior to coming to Council. Quite often the issue can be resolved by staff action.
- ❖ This forum is not intended for financial requests. All financial requests must be made through the City Clerk's Office.
- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

We would like to get approval from City Council for a beer/wine liquor license. This would require a waiver or new ordinance that would remove the 500 ft from school in order to operate.

What staff member have you spoken to about this matter? Please summarize your discussion.

Diane Breece on Aug. 31st. She advised that she would address the council about this matter.

Requested By: Mariah White Organization: The Bee's Knees

Phone: (Home): _____ (Work): 702-236-0187

(Fax): _____ (Cell): 702-232-5958

Mailing address: P.O. Box 627 E-Mail Address: mariah5753@gmail.com
I.S. CO 80452 mismithpb@gmail.com

Would you like an Agenda: ☐ Faxed ☐ Mailed ☒ E-Mailed

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____

Sec. 9-35. - Distance restrictions.

- (A) The distance restriction with regard to elementary schools imposed by Section 12-47-313(1)(d)(I), C.R.S., as amended, is reduced to one hundred seventy-five (175) feet for the following classes of liquor licenses:
- (1) Hotel and restaurant licenses; and
 - (2) Brew pub licenses.
- (B) The distance is to be computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which liquor is to be sold, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing, with right angles at crossings and with the observance of traffic regulations and lights.
- (C) Pursuant to the express terms of Section 12-47-313(1)(d), C.R.S., the distance requirements imposed thereby do not apply to licenses to sell fermented malt beverages (3.2% beer). In the event that the Colorado Liquor Code is amended to impose distance requirements upon licenses to sell fermented malt beverages, such distance requirements shall be incorporated into this Code only by the affirmative action of the Council, acting by ordinance.

(Ord. 8 §1, 2006; Ord. 1, §2, 2010)

(3) Any decision of a local licensing authority approving or denying an application shall be in writing stating the reasons therefor within thirty days after the date of the public hearing, and a copy of the decision shall be sent by certified mail to the applicant at the address shown in the application.

(4) No license shall be issued by any local licensing authority after approval of an application until the building in which the business is to be conducted is ready for occupancy with such furniture, fixtures, and equipment in place as is necessary to comply with the applicable provisions of this article 3 and article 4 of this title 44, and then only after inspection of the premises has been made by the licensing authority to determine that the applicant has complied with the architect's drawing and the plot plan and detailed sketch for the interior of the building submitted with the application.

(5) After approval of any application, the local licensing authority shall notify the state licensing authority of the approval, who shall investigate and either approve or disapprove such application.

44-3-313. Restrictions for applications for new license.

(1) An application for the issuance of any license specified in section 44-3-309 (1) or 44-4-107 (1) shall not be received or acted upon:

(a)

(I) If the application for a license described in section 44-3-309 (1) concerns a particular location that is the same as or within five hundred feet of a location for which, within the two years next preceding the date of the application, the state or a local licensing authority denied an application for the same class of license for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.

(II) Subsection (1)(a)(I) of this section shall not apply to cities in which limited gaming is permitted pursuant to section 9 of article XVIII of the state constitution.

(III) No licensing authority shall consider an application for any license to sell fermented malt beverages at retail pursuant to section 44-4-107 (1) if, within one year before the date of the application, the state or a local licensing authority has denied an application at the same location for the reason that the reasonable requirements of the neighborhood or the desires of the inhabitants were satisfied by the existing outlets.

(b) Until it is established that the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises, or by virtue of ownership thereof;

(c) For a location in an area where the sale of alcohol beverages as contemplated is not permitted under the applicable zoning laws of the municipality, city and county, or county;

(d) (I) If the building in which the alcohol beverages are to be sold pursuant to a license described in section 44-3-309 (1) is located within five hundred feet of any public or parochial school or the principal campus of any college, university, or seminary; except that this subsection (1)(d)(I) does not:

(A) Affect the renewal or reissuance of a license once granted;

(B) Apply to licensed premises located or to be located on land owned by a municipality;

(C) Apply to an existing licensed premises on land owned by the state;

(D) Apply to a liquor license in effect and actively doing business before the principal campus was constructed;

(E) Apply to any club located within the principal campus of any college, university, or seminary that limits its membership to the faculty or staff of the institution; or

(F) Apply to a campus liquor complex.

(II) The distances referred to in subsection (1)(d)(I) of this section are to be computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which liquor is to be sold, using a route of direct pedestrian access.

(III) The local licensing authority of any city and county, by rule or regulation; the governing body of any other municipality, by ordinance; and the governing body of any other county, by resolution, may eliminate or reduce the distance restrictions imposed by this subsection (1)(d) for any class of license, or may eliminate one or more types of schools or campuses from the application of any distance

restriction established by or pursuant to this subsection (1)(d).

(IV) In addition to the requirements of section 44-3-312 (2), the local licensing authority shall consider the evidence and make a specific finding of fact as to whether the building in which the liquor is to be sold is located within any distance restrictions established by or pursuant to this section. This finding shall be subject to judicial review pursuant to section 44-3-802.

(e) (I) If the building in which the fermented malt beverages are to be sold pursuant to a license under section 44-4-107 (1)(a) is located within five hundred feet of any public or parochial school or the principal campus of any college, university, or seminary; except that this subsection (1)(e)(I) does not apply to:

- (A) Licensed premises located or to be located on land owned by a municipality;
- (B) An existing licensed premises on land owned by the state;
- (C) A fermented malt beverage retailer that held a valid license and was actively doing business before the principal campus was constructed;
- (D) A club located within the principal campus of any college, university, or seminary that limits its membership to the faculty or staff of the institution; or
- (E) A campus liquor complex.

(II) The distances referred to in subsection (1)(e)(I) of this section are to be computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which fermented malt beverages are to be sold, using a route of direct pedestrian access.

(III) The local licensing authority of any city and county, by rule or regulation; the governing body of any other municipality, by ordinance; or the governing body of any other county, by resolution, may:

- (A) Eliminate or modify the distance restrictions imposed by this subsection (1)(e); or
- (B) Eliminate one or more types of schools or campuses from the application of any distance restriction established by or pursuant to this subsection (1)(e).

(IV) In addition to the requirements of section 44-3-312 (2), the local licensing authority shall consider the evidence and make a specific finding of fact as to whether the building in which the fermented malt beverages are to be sold is located within any distance restriction established by or pursuant to this subsection (1)(e). The finding is subject to judicial review pursuant to section 44-3-802.

(V) This subsection (1)(e) applies to:

- (A) Applications for new fermented malt beverage retailer's licenses under section 44-4-107 (1)(a) submitted on or after June 4, 2018; and
- (B) Applications submitted on or after June 4, 2018, under section 44-3-301 (9) by fermented malt beverage retailers licensed under section 44-4-107 (1)(a) to change the permanent location of the fermented malt beverage retailer's licensed premises.

(2) An application for the issuance of a tavern or retail liquor store license may be denied under this article 3 if the local licensing authority or the state on state-owned property determines, pursuant to section 44-3-301 (2)(b), that the issuance of the license would result in or add to an undue concentration of the same class of license and, as a result, require the use of additional law enforcement resources.

PART 4 CLASSES OF LICENSES AND PERMITS

44-3-401. Classes of licenses.

(1) For the purpose of regulating the manufacture, sale, and distribution of alcohol beverages, the state licensing authority in its discretion, upon application in the prescribed form made to it, may issue and grant to the applicant a license or permit from any of the following classes, subject to the provisions and restrictions provided by this article 3:

- (a) Manufacturer's license;
- (b) Limited winery license;



City of Idaho Springs City Council

Meeting Date: September 14, 2020

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

Is this a request for Council action? Yes ☒ No ☐

Return to Diane Breece, City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

Fax #: (303) 567-4955 Phone # (303) 567-4421 E-Mail: cityclerk@idahospringsco.com

Scheduled Public Comments falls near the beginning of each City of Idaho Springs City Council meeting. Here are things you need to know:

- ❖ Citizens may speak on any issue that is not elsewhere on the agenda.
- ❖ Council generally will not act on any request at the same meeting.
- ❖ It is strongly recommended that you contact the appropriate City staff member prior to coming to Council. Quite often the issue can be resolved by staff action.
- ❖ This forum is not intended for financial requests. All financial requests must be made through the City Clerk's Office.
- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

Request for a monitary contribution for the Mayors and Commissioners Youth Award

What staff member have you spoken to about this matter? Please summarize your discussion.

No particular staff memeber but I have appeared before the council in previous years to ask for a contribution.

Requested By: Donna Kline

Organization: Clear Creek County.DHS

Phone: (Home): 303-567-2201

(Work): 303-679-2364

(Fax): _____

(Cell): _____

Mailing address: 889 Fall River Road

E-Mail Address: dkline@clearcreekcounty.us

Would you like an Agenda: ☐ Faxed ☐ Mailed ☒ E-Mailed

OFFICE USE ONLY:

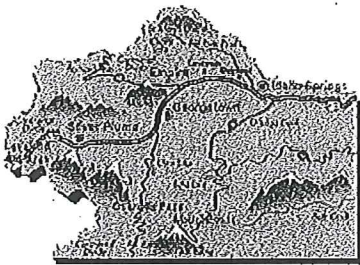
Date Received: _____

By: _____

Information Complete: ____ Yes ____ No

Missing: _____

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award



Our Mission

*To identify and recognize
teenagers who have
overcome obstacles and
have risen to challenges life
has presented.*

Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

Michael Hillman
Mayor,
City of Idaho Springs

Your Honor and Council Members;

Clear Creek County Department of Human Services administers a program called the Mayors and Commissioners Youth Award. To help you understand what the program is about, I have attached our letter that we send out when asking for contributions. I have also attached a copy of the nomination form so you can see the criteria the kids need to meet in order to be nominated for the award. We were supposed to have our Awards Dinner in late April, but due to COVID-19 we had to postpone. We have made a safety plan and Dr. Ryan (Public Health Director) has approved our plan and we are going ahead with the dinner on September 20th. At this dinner the kids receive an award, a certificate of achievement, a scholarship for \$500 to any institution of higher learning of their choice, and a laptop with printer.

The County allows me a budget to work within, but because it is a countywide program, we always ask for contributions from the towns and businesses to help offset the expense. This year we have 7 kids. One of whom is from Georgetown, who graduated this past June and has plans for college, 1 from Empire, 1 from the unincorporated area of the county and 4 from Idaho Springs.

We never ask the towns or businesses for any certain dollar amount. We know everyone is on a budget and we also know that times have been a little tough this year. We just ask that you consider our youth and contribute what you can.

I don't know if you are having your meetings by Zoom or in person. If you are meeting by Zoom, and need any further information; please send me an invite to the council meeting. I would be happy to attend and answer any questions the council may have. Otherwise I will be at the Town Hall At 7:00 PM on September 14th.

Sincere Regards,

A handwritten signature in black ink, appearing to read "Donna Kline". The signature is fluid and cursive, with a large initial "D" and "K".

Donna Kline,
Clear Creek County
Department of Human Services
Coordinator, Mayors and Commissioners Youth Award

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award



Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

2019 – 2020 Nomination Form Mayors and Commissioners Youth Award

Details

1. Nomination forms must be received no later **than Friday, March 20, 2020.**
Nominations will not be accepted after this date.
2. Please indicate if any part of this information should be kept **confidential**.
3. Nominee's age as of December 31, 2019 must be between 13 and 19.
4. If you wish to receive a nomination form electronically, please contact
Donna Kline at: dkline@clearcreekcounty.us.

Step 1 Tell us about your nominee. (Please enter information in the fields below and fill the form out completely.) **PLEASE TYPE OR PRINT LEGIBLY.**

Date: _____ Gender: Male _____ Female _____

Name of Nominee: _____

Nominee's Phone: Home _____ Cell: _____

Address: _____ City: _____ Zip Code: _____

Nominee's email: _____

Nominee's age as of 12/31/2019 _____ Date of Birth: _____

If student, school attending: _____ Grade Level (if applicable): _____

Nominator's Name: _____

Nominator's Phone: Work _____ Cell _____

Address: _____ City: _____ Zip Code: _____

Nominator's Relationship to Nominee: _____

Nominator's Email: _____

Additional Contact Person: _____

Phone: Home _____ Cell _____

Address: _____ City: _____ Zip Code: _____

Relationship to Nominee: _____

Email: _____

To the best of my knowledge, all the information provided in this application is true and reflects the nominee accurately. I have made note of specific information about the nominee that needs to be kept confidential.

Signature of Nominator Date Signature of Nominee Date

Complete entire nomination form and mail or email to:
Donna Kline
Clear Creek County Department of Health and Human Services
PO Box 2000
Georgetown, Colorado 80444
Dir: 303-679-2364
Email: dkline@clearcreekcounty.us

Step 2 Tell us why your nominee deserves this award.

Please be as specific as you can and use additional sheets if necessary. Pertinent supplementary material may be included. (Please fill this form out completely by typing or printing legibly in the form fields below.) Very brief, illegible, or nominations with incomplete information may not be given as much consideration.

Provide as much information and as many specific examples as possible. (Examples might include: overcoming physical, emotional, or other challenges; providing financial or emotional support to family and friends; care of sick or elderly sibling, parent, or friend; **providing positive leadership and role modeling** for other youth; positive behavioral changes; and **community involvement**.)

1. Describe the personal adversity, difficult environment, or limitations your nominee has overcome.
2. What were the key factors that helped your nominee turn his or her adversity to advantage?
3. In what ways has your nominee benefited other youth, their family, or their community?
This category must include community service and/or school sponsored program (sport or club).
4. Why do you feel your nominee should receive this award?

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award



Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

January 9, 2020

2019-2020 Mayors and Commissioners Youth Award

The Clear Creek County Mayors and Commissioners Youth Award recognizes teenagers between the ages of 13 and 19 who have overcome personal adversity and created positive change in their lives. The awards program provides business, community, and civic leaders an opportunity to actively demonstrate their belief in and support for the young people in our communities.

Teens need recognition and support. In these days when much of the press about teenagers is negative, the Clear Creek County Mayors and Commissioners Youth Awards focus on teenagers who have triumphed over great odds and serve as inspirations and role models. If you know young people who would be good candidates for the Youth Award, please help us identify them by completing the attached nomination form.

Our Mission

To identify and recognize teenagers who have overcome obstacles and have risen to challenges life has presented.

This Youth Award is unique because it recognizes youth who have overcome difficult situations in their lives by making positive changes and by exhibiting strength and determination in the face of adversity. The young people we recognize have had a positive influence on themselves and those around them and often have not had any official recognition.

This award encompasses all youth; youth who have not finished school, youth in traditional classroom settings, youth in alternative schools and emancipated youth.

All nominees are recognized at a dinner held locally. They all receive an award commemorating their achievement and a gift bag. Award winners will also receive \$500 to the school of their choice.

Thank You

Donna Kline

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 23, Series 2020

A RESOLUTION FINDING AN ANNEXATION PETITION SUBMITTED BY THE CABINS LLC TO ANNEX APPROXIMATELY 9.33 ACRES OF PROPERTY IN CLEAR CREEK COUNTY, COLORADO, KNOWN AS PORTIONS OF THE GOLDEN EGG PLACER MINING CLAIM, U.S. SURVEY NO. 13335, TO THE CITY OF IDAHO SPRINGS, TO BE SUBSTANTIALLY COMPLIANT WITH C.R.S. § 31-12-107(1) AND SETTING A PUBLIC HEARING ON THE PETITION TO CONSIDER ANNEXATION OF THE PROPERTY

WHEREAS, the Municipal Annexation Act of 1965 ("the Act") provides that a municipality may accept petitions for annexation of property upon finding substantial compliance of the petitions with the Act and annex such properties separately or in a series considered together; and

WHEREAS, the City has received a Petition for Annexation, to annex the property described in said Petition to the City of Idaho Springs; and

WHEREAS, the Petitioner has also submitted an Annexation Application and associated materials; and

WHEREAS, the City must set a public hearing to determine if the proposed annexation complies with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS, COLORADO:

Section 1. The City Council finds that the Petition for Annexation attached as **Exhibit A**, is in substantial compliance with the requirements of Section 31-12-107(1), C.R.S. and the annexation proceedings to consider the annexation of the property described therein to the City of Idaho Springs have been initiated.

Section 2. A public hearing is set for a regular meeting of the City Council on November 9, 2020, at 7:00 p.m., or as soon thereafter as the matter may be heard, at the Idaho Springs City Hall, 1711 Miner Street, Idaho Springs, Colorado or through such remote (virtual) meeting platform as duly designated and noticed by the City in compliance with the Colorado Sunshine Law if the use of a remote meeting platform is determined to be necessary or desirable upon such date in light of the COVID-19 pandemic or other declared emergency. Such hearing shall be to determine if the proposed annexation complies with the Municipal Annexation Act of 1965 and determine whether the property will be annexed to the City of Idaho Springs.

Section 3. The City Clerk shall give such notice as required by law and the City staff shall develop and deliver all reports and notices as required by law.

RESOLVED, APPROVED AND ADOPTED this 14th day of September, 2020

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

EXHIBIT A

The Cabins Annexations Nos. 1 – 3 Petition

THE CABINS ANNEXATION 1 - 3

ANNEXATION AND ZONING PETITION

Name of Annexation: The Cabins Annexation 1-3

Approximate Location: 3303 Colorado 103

PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY IN THE COUNTY OF CLEAR CREEK STATE OF COLORADO, TO THE CITY OF IDAHO SPRINGS, STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City of Idaho Springs for annexation to the City of Idaho Springs, of the following described unincorporated territory located in the County of Clear Creek, State of Colorado to wit:

THE CABINS ANNEXATION NO. 1

A PORTION OF THE GOLDEN EGG PLACER MINING CLAIM, U.S. SURVEY NO. 13335, EXCEPT THAT CERTAIN PORTION THEREOF DESCRIBED IN AND CONVEYED BY DEED RECORDED IN BOOK 184 AT PAGE 55, AND EXCEPT THAT PORTION THEREOF DEEDED FOR HIGHWAY PURPOSES BY INSTRUMENTS RECORDED IN BOOK 212 AT PAGE 144 AND BOOK 256 AT PAGE 485, AND EXCEPT THAT PORTION DEEDED TO THE CITY OF IDAHO SPRINGS BY INSTRUMENT RECORDED IN BOOK 316 AT PAGE 360, COUNTY OF CLEAR CREEK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WATERWORKS ANNEXATION NO. ONE TO THE CITY OF IDAHO SPRINGS AS RECORDED AT RECEPTION NUMBER 214487; THENCE S 76°34'15" W, AND ALONG THE NORTHERLY LINE OF SAID WATERWORKS ANNEXATION NO. ONE, A DISTANCE OF 191.50 FEET TO THE NORTHWEST CORNER OF SAID WATERWORKS ANNEXATION NO. ONE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 103; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE N 3°01'03" W, A DISTANCE OF 157.57 FEET TO A POINT; THENCE N 0°13'57" E, A DISTANCE OF 191.02 FEET TO A POINT; THENCE 140.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°25'30", A RADIUS OF 522.96 FEET, AND WHOSE CHORD BEARS N 14°41'26" E, A DISTANCE OF 140.36 FEET TO A POINT; THENCE S 19°47'17" W, A DISTANCE OF 467.26 FEET TO THE POINT OF BEGINNING, CONTAINING 1.20 ACRES (52,472 SQ. FT.) MORE OR LESS.

THE CABINS ANNEXATION NO. 2

A PORTION OF THE GOLDEN EGG PLACER MINING CLAIM, U.S. SURVEY NO. 13335, EXCEPT THAT CERTAIN PORTION THEREOF DESCRIBED IN AND CONVEYED BY DEED RECORDED IN BOOK 184 AT PAGE 55, AND EXCEPT THAT PROTION THEREOF DEEDED FOR HIGHWAY PURPOSES BY INSTRUMENTS RECORDED IN BOOK 212 AT PAGE 144 AND BOOK 256 AT PAGE 485, AND EXCEPT THAT PORTION DEEDED TO THE CITY OF IDAHO SPRINGS BY INSTRUMENT RECORDED IN BOOK 316 AT PAGE 360, COUNTY OF CLEAR CREEK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WATERWORKS ANNEXATION NO. ONE TO THE CITY OF IDAHO SPRINGS AS RECORDED AT RECEPTION NUMBER 214487; THENCE N 19°47'17" W, AND ALONG THE CONTIGOUS LINE WITH THE CABINS ANNEXATION NO. ONE, A DISTANCE OF 467.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 103; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE 231.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 25°20'37", A RADIUS OF 522.96 FEET, AND WHOSE CHORD BEARS N 35°04'29" E, A DISTANCE OF 229.44 FEET TO A POINT; THENCE N 54°29'27" E, A DISTANCE OF 191.03 FEET TO A POINT; THENCE N 57°44'57" E, A DISTANCE OF 624.00 FEET TO A POINT; THENCE S 43°08'37" W, A DISTANCE OF 698.39 FEET TO POINT NO. 3 OF SAID GOLDEN EGG PLACER; THENCE S 17°42'06" W, AND ALONG THE 3-4 LINE OF SAID GOLDEN EGG PLACER, A DISTANCE OF 589.73 FEET TO THE POINT OF BEGINNING, CONTAINING 4.15 ACRES (180,902 SQ. FT.) MORE OR LESS.

THE CABINS ANNEXATION NO. 3

A PORTION OF THE GOLDEN EGG PLACER MINING CLAIM, U.S. SURVEY NO. 13335, EXCEPT THAT CERTAIN PORTION THEREOF DESCRIBED IN AND CONVEYED BY DEED RECORDED IN BOOK 184 AT PAGE 55, AND EXCEPT THAT PROTION THEREOF DEEDED FOR HIGHWAY PURPOSES BY INSTRUMENTS RECORDED IN BOOK 212 AT PAGE 144 AND BOOK 256 AT PAGE 485, AND EXCEPT THAT PORTION DEEDED TO THE CITY OF IDAHO SPRINGS BY INSTRUMENT RECORDED IN BOOK 316 AT PAGE 360, COUNTY OF CLEAR CREEK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT CORNER NO. 3 OF SAID GOLDEN EGG PLACER; THENCE N 43°08'37" W, AND ALONG THE CONTIGOUS LINE WITH THE CABINS ANNEXATION NO. TWO, A DISTANCE OF 698.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 103; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE N 54°29'27" E, A DISTANCE OF 290.50 FEET TO A POINT; THENCE 281.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 1°24'00", A RADIUS OF 11509.16 FEET, AND WHOSE CHORD BEARS N 57°02'57" E, A DISTANCE OF 281.20

FEET TO A POINT; THENCE N 56°07'25" E, A DISTANCE OF 112.53 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID GOLDEN EGG PLACER ALSO THE 1-2 LINE; THENCE S 29°57'32" E, AND ALONG SAID NORTHEASTERLY, 1-2 LINE, A DISTANCE OF 132.68 FEET TO CORNER NO. 2 OF SAID GOLDEN EGG PLACER; THENCE S 55°37'42" W, AND ALONG THE 2-3 LINE OF SAID GOLDEN EGG PLACER, A DISTANCE OF 1355.60 FEET TO THE POINT OF BEGINNING, CONTAINING 3.36 ACRES (146446 SQ. FT.) MORE OR LESS.

In support of the said petition, the Petitioner alleges that:

1. It's desirable and necessary that the above-described territory be annexed to the City of Idaho Springs.
2. No less than one – sixth of the perimeter of the area property is contiguous with the City of Idaho Springs. The three proposed annexations are needed to meet the statute.
3. A community of interest exists between the territory proposed to be annexed and the City of Idaho Springs.
4. The territory proposed to be annexed will meet the City of Idaho Springs Comprehensive Plan.
5. No land held in identical ownership, whether consisting of one track or parcel of real estate or two or more contiguous tracts or parcels without the written consent of the landowner or landowners thereof.
 - a. Is divided into separate parts or parcels without the written consent of the landowner of landowners thereof.
6. No annexation proceedings have been commenced by another municipality for the annexation of part or all the area propped herein to be annexed to Idaho Springs.
7. Annexation of the area proposed to be annexed will not have the effect of extending the City of Idaho Spring's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
8. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
9. The petitioner is requesting the City of Idaho Springs to consider the above-mentioned annexations and to be zoned C-3, Commercial Three District.
10. The Signer of the Petition comprises(s) the landowner of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
11. All other requirements of Section 31-12-104 and 31-12-105, C.R.S. exist or have been met.
12. The mailing address of the Signer, the legal description of the land owned by such signer and the date of signing of such signature are all shown on this Petition.
13. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 12, Series 2020

**AN ORDINANCE AMENDING SECTION 21-85 OF THE IDAHO SPRINGS
MUNICIPAL CODE CONCERNING REQUIRED NOTICE OF HEARINGS ON
CERTIFICATES OF APPROPRIATENESS (COA)**

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

WHEREAS, pursuant to C.R.S. § 31-23-301 *et seq.*, the Idaho Springs City Council (“Council”) possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, under such authority, the Council previously adopted a comprehensive set of zoning regulations, codified as Chapter 21 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, Section 21-85 of the Code sets forth required public notification processes by development application type; and

WHEREAS, hearings on Certificates of Appropriateness (COAs) currently require public notice through both a posted sign on the property and mailed notice to all individual property owners within three hundred (300) feet of the property; and

WHEREAS, the criteria to review and decide upon a COA primarily deal with the historic qualities and features of the property and its proposed alteration and historic guidelines and standards, the evaluation of which typically do not rely upon information from adjacent property owners; and

WHEREAS, sending individualized mailed notice to surrounding properties can therefore impose unnecessary application requirements and expense upon COA applicants when effective notice to the neighborhood is already achieved by conspicuously posting notice upon the property; and

WHEREAS, the Council therefore desires to amend Code Section 21-85 to eliminate the requirement of mailing notice to area property owners for COA hearings; and

WHEREAS, in accordance with C.R.S. §§ 31-23-304 & 305, the Council conducted a public hearing on the amendment contained herein, after due and proper public notice, on _____, 2020.

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

Section 1. The above and foregoing recitals are adopted as express findings and determinations of the City Council.

Section 2. Section 21-85 of the Code, concerning required public notification by development process, is hereby amended by deleting the "Notification Mailing" requirement for Certificates of Appropriateness under Table 21-85-1.

Section 3. 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 provision heretofore repealed or superseded.

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 14th day of September, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the _____ day of _____, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: September 14, 2020
Subject: Administrative Update

Requests for Action:

- Motion to approve submission of a \$1,000,000 Energy Impact Assistance Fund (EIAF) grant application to the Colorado Department of Local Affairs for the construction of the new Public Works Facility.
- Motion to approve an add service request from JVA consulting engineers in the amount of \$38,000 for the design of the new Public Works Facility.
- Motion to approve an updated on-call agreement with JVA consulting engineers for professional services as the City Engineer based on a 2020 Hourly Billing Rate Schedule.

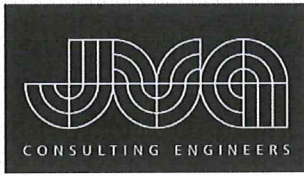
Updates:

- Attended on August 18 the CDOT joint Project Leadership Team/Technical Team meeting regarding the design for the reconstruction of I-70 between the Veterans Memorial Tunnels and Floyd Hill.
- Attended on August 19 the joint Planning Commission/City Council workshop on housing.
- Conducted on August 21 first interviews for the position of Community Development Planner.
- Attended on August 24 a CDOT PLT meeting regarding the signage plan for the I-70 Westbound Peak Period Shoulder Lane Project.
- Met on August 25 with JVA regarding the design for the new Public Works Facility.
- The department heads and I met on August 27 with CIRSA regarding the annual property survey for insurance purposes.
- Conducted on August 28 second interviews for the position of Community Development Planner. No candidate was selected, and the position will be re-posted as part of a new recruitment process.
- Attended on August 28 a Safer at Home update sponsored by the Governor's Office.
- Celebrated on August 28 Diane's 20th anniversary of employment with the City.
- Met on August 31 with staff to discuss updates to the City's Parking Plan.
- Attended on September 2 a joint Planning Commission/City Council work session to follow-up on housing matters.

- Met on September 3 with CDOT regarding the impacts of I-70 construction on the adjacent City parking lots.
- Met on September 3 with representatives of the Clear Creek School District regarding the playground reconstruction project at Carlson Elementary School.
- The Mayor and I met on September 8 with the CDOT Resident Engineer for our region regarding various topics.
- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended weekly Downtown Improvements Work Group meetings regarding a downtown parking structure and trash enclosures.
- Attended meetings with County and municipal representatives regarding the distribution plan for Coronavirus Relief Funds that have been received by the County under the federal CARES Act.
- Attended weekly COVID-19 Policy Group meetings as part of Clear Creek County's Emergency Operations Center.
- Attended weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- The next City-sponsored Community Forum will be held virtually on Monday, September 14 from 5:00 to 6:00 p.m.



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

August 26, 2020

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

www.jvajva.com

Reference: Idaho Springs Public Works Facility
Additional Engineering and Architectural Services
JVA Job No. 3099c

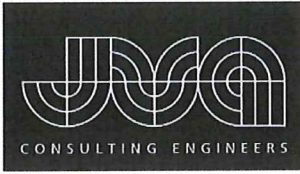
Dear Andy:

As discussed, the scope of the subject project changed substantively during development of the construction plans resulting in additional engineering and architectural effort beyond the original scope of services included in our design phase proposal. Those changes in scope include:

- Revising the public works building from a single story 3600 g.s.f. building to a two story 4865 g.s.f. building.
- Moving the public works building south on the site to allow additional room for vehicular movements and increased storage/parking areas thus necessitating a retaining wall along the southern wall of the building within the East Idaho Springs Road embankment.
- Discovery of an unforeseen subsurface condition consisting of approximately 18 feet of uncompacted fill material over the project site.
- Project stop/start conditions (some COVID related) extended the project schedule approximately 10 months resulting in additional meetings beyond those anticipated and reducing design efficiency.

These changes in scope resulted in the following:

- Additional electrical engineering services associated with a two story building vs. a one story building, additional electrical work for the salt and storage buildings, and additional electrical work for site lighting and vehicle block heaters.
- Additional architectural services related to design of a stair structure and coordination of design of the second floor structural framing.
- Additional structural engineering services related to design of a specialized foundation system for the public works and salt storage buildings to address the site soils discovered, design of the structural framing for the second floor, and design of a 13 foot tall retaining wall along the southern wall of the public works building.



These additional efforts have resulted in the design team expending fees over our original agreement amounting to \$38,000 which equates to 20.6% of the present design fee of \$184,500.

We request a modification to our current lump sum fee of \$184,500, by the additional service amount of \$38,000. The revised design fee amount of \$222,500 equates to 10.3% of the final estimated construction cost of \$2,164,000. Please authorize this work by signing below and returning a copy to JVA. We look forward to continuing our work with The City of Idaho Springs on this very important project. Please contact me with any questions regarding these additional services.

Sincerely,
JVA, Incorporated

Accepted By:
City of Idaho Springs

By: Tracy M. Lawless
Tracy M. Lawless, P.E.
Senior Project Manager

Title Date

**AGREEMENT
FOR
PROFESSIONAL SERVICES
OF CITY ENGINEER**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made as of this 14th day of September, 2020 between the City of Idaho Springs, a Colorado Municipal corporation (the "City") and JVA, Inc., a Colorado corporation ("ENGINEER").

Recitals

WHEREAS, the City desires to obtain general engineering services on both an "As Needed" basis and "Project Specific" basis from a licensed, professional engineer; and

WHEREAS, ENGINEER has held itself out to the City as having the requisite expertise and experience to provide such services; and

WHEREAS, the City, based on conversations with the ENGINEER wishes to engage ENGINEER for the provision of general engineering services;

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

Agreement

**ARTICLE 1
ENGINEER'S RESPONSIBILITIES**

1.1 The City hereby engages ENGINEER to provide general engineering in the form of technical engineering and/or engineering support services ("Professional Services") to the City on an "as needed" basis and/or a project specific basis.

1.1.1 Technical engineering services provided within the parameters of the Professional Services may include, but not be limited to, the following types of activities: engineering feasibility studies, preliminary and detailed final designs, design reviews, evaluating and preparing drawings and specifications packages, bid analysis and procurement, construction management services, start up, training, and preparation of operations and management manuals. These services are available in the areas of water supply, wastewater and stormwater management, hazardous materials, wetland treatment, roads and bridges.

1.1.2 Support services provided within the parameters of the Professional Services may include, but not be limited to, the following types of work: permitting, regulatory compliance, field investigations, stream bank and channel restoration, revegetation, surface water and groundwater sampling and monitoring, water and wastewater engineering and design services, construction monitoring, hydrologic investigations and hydraulic analyses, land use and master planning, transportation planning, roadway and storm sewer design, noise analyses, cultural and historical resources investigations, recreation facility and park designs, hazardous materials management and remediation, storm water management, wetlands and riparian areas management, wetland design services, geology and slope stability evaluations, mitigation designs, water quality protection and management, computer-aided design (CAD) and geographical information system (GIS) services, and fish and wildlife studies, including habitat development and management.

1.1.3 Products of these services may include, but not be limited to, technical reports, literature reviews, maps, preliminary and detailed plans and specifications, construction record document preparation and/or review, feasibility studies, data analyses, cost estimates, evaluations, visual

simulations, and presentations to the City staff, City Council members, City Planning Commission members, or their designated representatives.

1.2 Notwithstanding any other provision of this Agreement, all personnel assigned by ENGINEER to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of ENGINEER for all purposes. Neither ENGINEER nor any employee thereof shall make any representation that they are a City employee for any purpose. ENGINEER is an independent engineer responsible for the means and methods used in performing the Professional Services under this Agreement.

1.3 The Professional Services and all documents prepared for the City by ENGINEER shall conform to all applicable federal, state and local laws, rules, regulations, ordinances, codes, orders.

1.4 Other than sharing information with designated third parties as previously directed by the City, no information obtained by ENGINEER within the scope of this Agreement shall be disclosed by ENGINEER to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All of ENGINEER's communications to or with the City's other independent professionals shall be through or with the knowledge of the City. Similarly, all communications between any independent professionals with whom ENGINEER has contracted to perform services for the City and the City's independent professionals shall be through or with the knowledge of the City.

1.5 The City shall coordinate the ENGINEER's Professional Services with the services of others involved in a project. The City shall be the general administrator and coordinator of the professional services that the City may engage independently for a project, and shall facilitate the exchange of information among the other independent professionals retained by the City for the project as necessary for the coordination of their services.

1.6 ENGINEER shall give prompt written notice to the City whenever the ENGINEER observes or otherwise becomes aware of any development or circumstance that affects the scope or timing of the ENGINEER's services, or any defect or nonconformance in the work of any contractor affecting the City and/or the City's infrastructure.

1.7 In response to each request for services, Engineer shall promptly provide to the City a realistic estimate of the number of hours the work will require and the staffing that will be assigned to the work. A Letter of Agreement will be prepared confirming the work to be done and a "not to exceed" cost for the work. The rate for other professionals and other direct costs must be agreed to in advance by both parties and will be included in the Letter of Agreement.

ARTICLE 2 CITY'S RESPONSIBILITIES

2.1 The City's requests for services from ENGINEER may be either general in nature or project specific.

2.1.1 Requests for services can be initiated by communications between the City Administrator, the Public Works Director, the Water/Wastewater Superintendent, or their designee with the Engineer via email, phone, written or verbal direction.

2.1.2 Requests for project specific services will be supported by a concise statement of the work to be performed or a description of the desired service to be provided by Engineer. The request will include a schedule to complete the work or services.

2.2 For each project-specific task ("Project") for which ENGINEER will perform the Work, the City shall do the following in a timely manner so as not to delay the Work:

2.2.1 Provide to the ENGINEER all criteria and full information as to the City's requirements for the Project, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability; and any budgetary limitations; and copies of all design and construction

standards which the City will require to be included in the drawings and specifications prepared by ENGINEER (the "Drawings and Specifications").

2.2.2 Make available to the ENGINEER any and all drawings, specifications, schedules and other information interpretations and data that have been prepared by or on behalf of the City, which are available to the City and which the City considers pertinent to ENGINEER's responsibilities hereunder, specifically including, but not limited to the existing geotechnical reports, surveys, and electronic data. The City shall, at its expense, furnish information and progress reproductions of the City's work and that of others assigned to any particular project as may be required for the orderly performance of ENGINEER's services.

2.2.3. Arrange for ENGINEER's access to public and private property as required for ENGINEER to perform the Work. ENGINEER shall notify City if access to any property has been denied or refused so that the City can seek to obtain said access.

2.2.4 Consult with the ENGINEER before issuing interpretations or clarifications of documents furnished by ENGINEER, and obtain written consent before acting upon shop drawings, samples or other submittals of construction contractors or upon work directive changes or change orders affecting the Project or the Work, and assume full responsibility for any such action taken without such consultation or consent.

2.2.5. Consult with the ENGINEER before hiring or contracting with any contractor, engineer, or supplier, to determine if the ENGINEER, after due investigation, has any reasonable objection to any such contractor, engineer or supplier.

2.2.6. Give prompt written notice to the ENGINEER whenever the City observes or otherwise becomes aware of any development or circumstance that affects the scope or timing of the ENGINEER's services, or any defect or nonconformance in the work of any contractor affecting the Project.

2.2.7. Advise the ENGINEER of the identity of other independent professional associates participating in the design or administration of any particular project and the scope of their services.

2.2.8. The information and services to be provided by the City under this Article 2 will be without cost to ENGINEER.

ARTICLE 3 TERM OF AGREEMENT

This Agreement is effective until December 31, 2021 and will be subject to automatic annual renewal periods of one (1) calendar year each, through December 31, 2023, unless otherwise terminated as provided in Article 5. The Agreement may only be extended at the request of and upon written authorization of the City Council and with the consent of the Engineer. The length of an extension will be specified at the time the extension is authorized.

ARTICLE 4 PAYMENTS TO ENGINEER

4.1 Amount of Compensation

4.1.1 Services will be invoiced monthly on a time and expense bases. Each invoice shall state with particularity the Projects worked on (as applicable), nature of the services performed, staff position that performed the work, percent of the Project completed (as applicable) and the hours devoted to such services. The City will pay ENGINEER within 30 days of its receipt of a valid invoice. The City shall pay ENGINEER for all Basic Services, inclusive of all overhead costs, based on the 2020 Hourly Billing Rate Schedule provided in attached "Exhibit A". The Hourly Billing Rate Schedule may be revised annually in January to account for labor cost adjustments.

The hourly rates include all costs incurred by ENGINEER for insurance, overhead, phone, computer, internet, and cell phone. The City will also reimburse ENGINEER for reasonable pre-approved

direct expenses related to services which may include express delivery, airfare, car rental, parking, meals, lodging, printing, copying, shipping, and mileage at the IRS rate.

4.1.2 The invoice shall state whether the work related to a Project has been completed. If a monthly invoice indicates that the Work for a Project has been completed, that portion of the monthly statement shall be considered the final invoice for such Work for purposes of final settlement as provided for in Section 4.2. With the exception of that portion of a monthly statement that is considered a final invoice for Work related to a Project, the City will pay ENGINEER within 30 days of its receipt of a valid invoice, so long as the total amount invoiced for a Project does not exceed the "not to exceed" amount set forth in the Letter of Agreement.

4.1.3 If the City objects to any monthly invoice submitted by ENGINEER or any portion thereof, the City shall so advise ENGINEER in writing giving its reasons for objection. Payment of any invoice by the City shall not imply approval or acceptance by the City of the invoiced services.

4.2 Final Settlement on Project-Specific Services

4.2.1 If, on the basis of the City's observation of the Work and the City's review of the final invoices and accompanying documentation as required by this Agreement, the City is satisfied that the Work has been completed and ENGINEER's other obligations under this Agreement have been fulfilled, the City will, within ten days after receipt of each final invoice, schedule a date for final settlement, which final settlement shall be duly advertised at least 10 days prior thereto by publication of notice thereof at least twice in a public newspaper of general circulation published in Clear Creek County. Otherwise, the City will return the invoice to ENGINEER, indicating in writing the reasons for refusing to schedule final settlement, in which case ENGINEER shall make the necessary corrections and resubmit the invoice.

4.2.2. If the City receives, at any time up to and including the date of final settlement, a notarized statement by any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by ENGINEER or any of its subcontractors in or about the performance of the Work or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, whose claim therefor has not been paid by ENGINEER or any of its subcontractors, the City shall withhold from all payments to ENGINEER sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with the City a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agent or assign. Such funds shall not be withheld longer than 90 days following the date of final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of such pending action is filed with the City.

4.2.3 At the expiration of such 90-day period, the City shall pay to ENGINEER such monies and funds as are not the subject of suit and pending action notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment of judgments that may result from such suit. At any time within 90 days following the date of final settlement as published, any claimant whose claims have not been paid by ENGINEER or any subcontractor may commence an action to recover the same, individually or collectively, against the surety on the bonds provided pursuant to Section 4.2.5, below.

4.2.4. Whenever a notarized statement of a claim has been filed in accordance with this Section, ENGINEER may substitute a bond, pursuant to C.R.S. § 38-26-108, at which time the City shall release the funds being withheld pursuant to the notarized statement of claim on the same terms and conditions as if the notarized statement of claim had been released by the claimant.

4.2.5. ENGINEER understands that this Agreement may include engineering services for the design, construction or repair of a public building or public work and is therefore governed by C.R.S. § 38-26-105 through 107. ENGINEER further understands that these statutory provisions are in lieu of any lien rights. ENGINEER further understands that failure on the part of ENGINEER, any subcontractor or any other entity furnishing labor or supplies to any project must follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall relieve the City from any liability for making payment to such claimant. ENGINEER agrees to include this provision in all subcontracts.

ARTICLE 5 GENERAL CONSIDERATIONS

5.1 Termination.

5.1.1 This Agreement shall terminate on December 31, 2023, or upon the City's providing ENGINEER with seven (7) days advance written notice, whichever occurs first. This Agreement may also be terminated by the City for cause, including but not limited to ENGINEER's failure to perform the Professional Services required for reasons that are not beyond ENGINEER's control or ENGINEER's breach of any of the terms or conditions of this Agreement. In the case of termination for cause, ENGINEER shall be deemed to be in default and the City may terminate this Agreement immediately and shall have no obligation to make any further payment to ENGINEER. If the Agreement is terminated for the City's convenience, by the City's issuance of written notice of termination, the City shall pay ENGINEER the reasonable value of all services previously authorized and completed prior to the date of termination. If, however, ENGINEER has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. The City shall not be obligated to pay ENGINEER any other termination expenses.

5.1.2 The obligation to provide further services under this Agreement may be terminated by ENGINEER upon thirty (30) days written notice to the City in the event of substantial failure by the City to perform in accordance with the terms hereof through no fault of ENGINEER.

5.2 Reuse of Document. The City acknowledges that the documents created by ENGINEER in its performance of the Professional Services, including but not limited to Drawings, designs, Specifications, reports, and incidental work or materials (the "Work Product"), are instruments of professional service. Nevertheless, copies of the Work Product shall be provided to the City and other contractors and subcontractors shall be authorized to use and reproduce applicable portions of the Work Product that are appropriate to use in the execution of their work. In addition to providing hard copies of the Work Product, ENGINEER shall provide to the City electronic versions of the Work Product in the format directed by the City. The Work Product shall become the property of the City upon completion or the termination of this Agreement. However, such documents are not intended or represented by ENGINEER to be suitable for reuse by the City or others on extensions or modifications of any Project. Any such reuse without specific written verification and adaptation by ENGINEER for the specific purposes intended will be at user's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

5.3 Records

5.3.1 Fiscal records of ENGINEER pertinent to ENGINEER's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices and will not be disposed of by ENGINEER until after sixty (60) days prior written notice to and subsequent approval of such disposal by the City.

5.3.2 ENGINEER shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to the City at ENGINEER's reasonable expense and the originals shall not be disposed of by ENGINEER until after sixty (60) days prior written notice and subsequent approval of such disposal by the City.

5.3.3 ENGINEER's records and design calculations will be available for examination and audit during normal business hours with five (5) days prior written notice.

5.4 Insurance

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

5.4.2 At a minimum, ENGINEER shall procure and maintain, and shall cause any subcontractor of ENGINEER to procure and maintain, the minimum insurance coverages listed below. Such coverages 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.

5.4.2.1 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

5.4.2.2 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

5.4.2.3 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

5.4.2.4 Automobile liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

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

5.4.4 ENGINEER shall provide to the City a certificate of insurance, completed by ENGINEER'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 or terminated 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.

5.4.5 Failure on the part of ENGINEER 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 ENGINEER to the City upon demand, or the City may offset the cost of the premiums against any monies due to ENGINEER from the City.

5.5 Indemnification.

5.5.1 ENGINEER agrees to indemnify and hold harmless the City, its officers, insurers, volunteers, representatives, employees and assigns from and against all claims, liability, damages, losses, expenses and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement or the Professional Services (including any Project) to the extent that such injury, loss, or damage is caused by the act, omission, error, professional error, mistake, negligence, or other fault of ENGINEER, any subcontractor of ENGINEER, or any officer, employee, representative, or agent of ENGINEER or of any subcontractor of ENGINEER, or which arise out of any worker's compensation claim of any employee of ENGINEER or of any employee of any subcontractor of ENGINEER. In any and all claims against the City or any of its officers, insurers, volunteers,

representatives, agents, employees or assigns, by any employee of ENGINEER, any subcontractor of ENGINEER, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 5.5.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ENGINEER or any subcontractor under worker's compensation actions, disability benefit acts or other employee benefit acts.

5.5.2 To the extent permitted by law, the City agrees to indemnify and hold ENGINEER, its officers, insurers, representatives, agents, employees, successors and assigns harmless from and against all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the negligent acts, errors or omissions of the City, its officers, insurers, volunteers, representatives, agents, employees or assigns.

5.5.3 In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the City and ENGINEER, they shall be borne by each party in proportion to its negligence. The indemnification provided by this Section 5.5. shall in no way be limited by the minimum required insurance identified above.

5.6 Professional Responsibility

5.6.1 ENGINEER represents that it is qualified to perform the Professional Services, holds all professional licenses required by law to perform the Professional Services, and has all requisite corporate authority to enter into this Agreement.

5.6.2 The Professional Services shall be performed by ENGINEER in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms performing the same or similar type of work in the Denver metro area.

5.6.3. ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

5.6.4. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve ENGINEER of responsibility for technical adequacy of Professional Services. Neither the City's review, approval, or acceptance of, nor payment for, any of the Professional Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

5.6.5. The City has hired ENGINEER for its professional expertise but recognizes there may be engineering requirements outside ENGINEER's area of expertise that may require the employment of subcontractors. Upon request, ENGINEER shall furnish to the City a list of proposed subcontractors, and ENGINEER shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between ENGINEER and subcontractors shall conform to this Agreement.

5.7 Nondiscrimination and Affirmative Action. In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.8 Confidentiality. All services performed by the ENGINEER, including but not limited to all drafts, data, correspondence, proposals, reports and estimates compiled or composed by the ENGINEER,

pursuant to this Agreement, are for the sole use of the City , its contractors, agents and employees. Neither the documents nor their contents shall be released by any party, or any third party, other than the City, without the prior written consent of the City. In addition, ENGINEER shall not grant any interviews or make any written or oral statements to any news media representatives regarding the Project nor publish any article or make any presentation concerning any particular Project or services performed by ENGINEER without the prior written consent of the City.

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

5.10. Binding Effect. The City and ENGINEER each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement.

5.11 Assignment. Neither the City nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but not limited to, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent that an assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.12. No Third-Party Beneficiaries. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and ENGINEER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the City and ENGINEER and not for the benefit of any other party.

5.13. 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 (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars(\$990,000) per occurrence) 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.

5.14 No Multiple Fiscal Year Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council. Any failure of the City Council annually to appropriate adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to ENGINEER of any failure to appropriate such adequate monies.

5.15 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.

5.16. Integration. This Agreement and any attached exhibits constitute the entire Agreement between ENGINEER and the City, superseding all prior oral or written communications.

5.17 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:

If to the City:	City Administrator City of Idaho Springs PO Box 907 1711 Miner Street Idaho Springs, CO 80452-0907 Telephone 303.567.4421
-----------------	--

If to ENGINEER: JVA, Inc.
1319 Spruce Street
Boulder, CO 80302-4859
Telephone: 303.444.1951

5.18 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.

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

5.20 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 and the ENGINEER's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

5.21 Certification; Prohibition on Employing or Contracting with Illegal Aliens.

5.21.1. ENGINEER hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the Basic Pilot Program in order to verify that it does not employ any illegal aliens.

5.21.2. ENGINEER shall not knowingly employ or contract with an illegal alien to perform work under this Agreement nor enter into a contract with a subcontractor that fails to certify to ENGINEER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

5.21.3. ENGINEER has verified or attempted to verify through participation in the Basic Pilot Program that ENGINEER does not employ any illegal aliens and, if ENGINEER is not accepted into the Basic Pilot Program prior to entering into this Agreement, that ENGINEER shall apply to participate in the Basic Pilot Program every three (3) months until ENGINEER is accepted or this Agreement for services has been completed, whichever is earlier.

5.21.4 ENGINEER is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5.21.5 If ENGINEER obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, ENGINEER shall be required to: (a) notify the subcontractor and the City within three (3) days that ENGINEER has actual knowledge that the subcontractor is 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. Section 8-17.5-102 (2) (III) (A) the subcontractor does not stop employing or contracting with the illegal alien; except that ENGINEER 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.

5.21.6. ENGINEER shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102 (5), C.R.S.

5.21.7. Any violation of provisions 5.21.1. through 5.21.6, above, shall be deemed to be a material breach of this Agreement and the City may immediately terminate this Agreement for cause. If this Agreement is so terminated, ENGINEER shall be liable for actual and consequential damages to the City pursuant to C.R.S. Section 8-17.5-102(3) and the City shall notify the office of the Secretary of State of such violation/termination.

5.22 Option to Engage Other Firms. The City reserves the right in its sole discretion to offer any project, work or task for bid to other engineering firms during the term of this Agreement. The City will promptly notify Engineer in advance of any such offering.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

JVA, Incorporated

By: _____
Kevin A. Tone, P.E., LEED AP
President

Accepted by:

CITY OF IDAHO SPRINGS

By: _____
Michael Hillman, Mayor

Attest: _____
Diane Breece, City Clerk

Jurisdiction Building Performance Report																			
IDSP - Idaho Springs																			
Date Range: 08/01/2020 - 08/31/2020																			
	Residential			Commercial					One Stop	Other	Engineering	Fire	Land Use	Misc	Planning	Public Works	Subdivision	Zoning	Total
	Residential New	Residential Alteration	Residential Miscellaneous	Residential One Stop	Commercial New	Commercial Alteration	Commercial Miscellaneous	Commercial One Stop											
Inspection Activity																			
Number of Inspections	5	1	0	2	4	0	0	0	3	0	0	0	0	0	0	0	0	0	15
Number Passed	4	1	0	2	3	0	0	0	3	0	0	0	0	0	0	0	0	0	13
Inspection Passed %	80.00 %	100.00 %	0.00 %	100.00 %	75.00 %	0.00 %	0.00 %	0.00 %	100.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	86.67 %
% Completed on Sched Date																			100.00 %
Permit Activity																			
Applications Filed	0	1	0	2	2	0	0	0	3	0	0	0	0	0	1	0	0	0	9
Valuation - Applications	0.00	29,130.00	0.00	6,800.00	0.00	0.00	0.00	0.00	9,862.00	0.00	0.00	0.00	0.00	0.00	5,066.00	0.00	0.00	0.00	50,858.00
Permits Issued	0	0	0	1	1	0	0	0	5	0	0	0	0	0	1	0	0	0	8
Valuation - Issued	0.00	0.00	0.00	6,000.00	5,000,000.00	0.00	0.00	0.00	18,662.00	0.00	0.00	0.00	0.00	0.00	5,066.00	0.00	0.00	0.00	5,029,728.00
Avg wk days submit to issue	0	0	0	0	179	0	0	0	4	0	0	0	0	0	12	0	0	0	26
Total fees billed	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	273.96	0.00	0.00	0.00	553.96
Avg fees/permit (billed)	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	273.96	0.00	0.00	0.00	69.25
Total fees paid	0.00	0.00	0.00	190.00	23,862.20	0.00	0.00	0.00	397.93	0.00	0.00	0.00	0.00	0.00	342.45	0.00	0.00	0.00	24,792.58
Avg fees/permit (all fees)	0.00	0.00	0.00	190.00	23,862.20	0.00	0.00	0.00	79.59	0.00	0.00	0.00	0.00	0.00	342.45	0.00	0.00	0.00	3,099.07
Voided Permits																			
Number of Voided permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plan Reviews - Submittals																			
Initial Submittals Received	0	1	0	0	3	0	0	0	2	0	0	0	0	0	1	0	0	0	7
Resubmittals Received	0	1	0	0	5	0	0	0	0	0	0	0	0	0	1	0	0	0	7
Total Submittals Received	0	2	0	0	8	0	0	0	2	0	0	0	0	0	2	0	0	0	14
Approved Submittals	0	1	0	0	2	0	0	0	2	0	0	0	0	0	1	0	0	0	6
Plan Reviews - Reviews																			
Total Plan Reviews Completed	0	2	0	0	10	0	0	0	2	0	0	0	0	0	2	0	0	0	16
Total Plan Reviews Created	0	2	0	0	10	0	0	0	2	0	0	0	0	0	2	0	0	0	16
Total Approved Plan Reviews	0	1	0	0	3	0	0	0	2	0	0	0	0	0	1	0	0	0	7

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: September 11, 2020
Subject: Staff Report

✓ Packet review/prep, minutes, special events, payroll, short term rentals

Attached- Letter of resignation from Cary Crane, Chairman of the Variance Board of adjustments.

1 September, 2020

Diane Breece
City Clerk
City of Idaho Springs
PO Box 907
Idaho Springs, CO 80452

F4I

Dear Diane,

After 15 years, 10 months, (and a few days for leap year(s)) years of service to the City on the Variance Board of Adjustments (VBA) I find myself in a position where I need to resign my position on the Variance Board of Adjustments effective 4 September, 2020.

I would like to thank Bill Macy and the other members of the city council for overriding the will of Mayor Lunbery, voted to appoint me to the VBA. I also found it interesting that Mayor Lunbery's wife Marilyn was the chairperson of the VBA at the time whom had a very pointed view of what the purpose of the VBA was. In any case Marilyn Lunbery left when the Mayor did. I would guess that I didn't know what I was getting into at the time.

I would also like to thank the VBA for either having enough confidence in me, or hated the job so much that they ganged up on me, to elect me the Chairman of the VBA. In any case I started at the bottom and went out on the top which is not bad by any standards although in my case it might have been more of the last man standing than anything else.

I find the new virtual meetings to be tasteless at best and potentially unfair and unconstitutional where the Applicant may not have the ability to present their argument or supporting evidence as effectively as could be presented in an open meeting. I also do not believe that the all of the general public may have the means to effectively state their case or comments one way or the other. I am not here to debate the COVID-19 pros and cons I merely think that, in my opinion, if I can go to Safeway with a mask on I should be able to attend an open meeting with the appropriate precautions. Not all will agree with me, that's OK it is part of the system we work under.

Again I would like to thank the City for the opportunity and experience of being on the VBA throughout the years and have being the Chairman. At the moment there are enough members on the Board that my leaving should not be a problem unlike some times in the past. May all the future decisions by the VBA be just and fair to all parties.

Sincerely,



Cary Crane
Chairman
City of Idaho Springs Variance board of Adjustments



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: SEPTEMBER 14 2020
Re. STAFF REPORT

STREETS & PARKS

General park maintenance
Equipment repair & services
Pothole repair
Sweeping

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter reading and repairs.
Manhole inspections/sewer line jetting

WATER & WASTEWATER

Project 1 at the WWTP in the final stages of the punch list. *(still working on a few very minor things)*

Project 2:

Equipment is also being installed in what will now become the post EQ basin. The equipment includes sludge removal piping and Aquarobics' filtration system. *(contractor is continuing on piping and aeration system)*

New propane tank and system has been installed at the WRRF site, in that area there is no natural gas pipeline. *(completed)*

City crew has started removing the old train deck, we will place weed barrier and gravel in its place. *(deck has been removed and gravel placed)*

CDOT installed the manhole behind City hall.

In order to complete the crossing of the interstate they will have to reconfigure the lanes several more times.

Once they get the line across the interstate, they will start installing the line heading west to 14th Avenue. Unfortunately, this will mean a large portion on the parking lots along the interstate will not be usable during construction. CDOT says the work will take around 2 months to complete.

On Thursday August 20 we are scheduled for the annual reservoir inspection by the Department of Natural Resources.

(Reservoir was inspected and no issues to report) Installed new hand rail where wind and snow have damaged chain-link fence)

JOHN BORDONI

John Bordon

From: Kirch - DNR, Jim <jim.kirch@state.co.us>
Sent: Tuesday, September 1, 2020 12:31 PM
To: John Bordon
Cc: Bill McCormick - DNR; Jason Smith; Don Baggus
Subject: 2020 SEO Inspection Report for Idaho Springs Dam (070111)
Attachments: IdahoSprgs070111_EIR-20200821.pdf

John,

As you are aware, I completed a dam safety inspection of the above referenced dam on August 20, 2020.

The inspection was completed in accordance with Section 37-87-107, which assigns to the State Engineer's Office (SEO) the responsibility for determining the safe storage levels for all reservoirs in the State of Colorado. The enclosed Engineering Inspection Report (EIR) summarizes the conditions observed during the inspection and identifies actions required to improve the conditions and extend the useful life of the structure. Please review the report and implement all recommendations listed. Please sign, date, and return an electronic, scanned pdf copy of the signature page only.

Thank you for maintaining your dam in a safe condition and regularly sharing the instrumentation data with the CO DWR. Please feel free to contact me if you have any questions or concerns.

Thanks,

Jim Kirch, P.E.
Dam Safety Engineer
Dam Safety Branch



C 614.975.2623
1313 Sherman Street, Rm 821
Denver, CO 80203
jim.kirch@state.co.us
www.colorado.gov/water

ENGINEER'S INSPECTION REPORT

INSPECTOR: JPK

OFFICE OF THE STATE ENGINEER - DIVISION OF WATER RESOURCES - DAM SAFETY BRANCH

1313 SHERMAN STREET, ROOM 818, DENVER, CO 80203, (303) 866-3581

DAM NAME: IDAHO SPRINGS T: 050S R: 0740W S: 1 COUNTY: CLEAR CREEK DATE OF INSPECTION: 8/20/2020
 DAM ID: 070111 YRComp: 1906 DAM HEIGHT(FT): 27.7 SPILLWAY WIDTH(FT): 135.0 PREVIOUS INSPECTION: 9/12/2019
 CLASS: High hazard DAM LENGTH(FT): 701.0 SPILLWAY CAPACITY(CFS): 5700.0 NORMAL STORAGE (AF): 230.0
 DIV: 1 WD: 7 CRESTWIDTH(FT): 15.0 FREEBOARD (FT): 5.0 SURFACE AREA(AC): 18.0
 EAP: 8/16/2018 CRESTELEV(FT): 10620.0 DRAINAGE AREA (AC.): 3987.0 OUTLET INSPECTED: 2/21/2016

CURRENT RESTRICTION: -- NONE --

OWNER: CITY OF IDAHO SPRINGS OWNER REP.: JOHN BORDONI
 ADDRESS: P. O. BOX 907 CONTACT NAME: JOHN BORDONI
 IDAHO SPRINGS CO 80452-0000 CONTACT PHONE: (303) 567-4421X

INSPECTION PARTY: John Bordon, Bob Don Baggus, Jim Kirch
 REPRESENTING: City of Idaho Springs CO DWR

FIELD CONDITIONS OBSERVED WATER LEVEL: BELOW DAM CREST 9.0 FT. Below Spillway 4.0 FT. GAGE ROD READING 20.6
 GROUND MOISTURE CONDITION: ☒ DRY ☐ WET ☐ SNOWCOVER OTHER

DIRECTIONS: MARK AN X FOR CONDITIONS FOUND AND UNDERLINE WORDS THAT APPLY

UPSTREAM SLOPE

PROBLEMS NOTED ☐ (0) NONE ☐ (1) RIPRAP - MISSING, SPARSE, DISPLACED, WEATHERED ☐ (2) WAVE EROSION - WITH SCARPS
☐ (3) CRACKS WITH DISPLACEMENT ☐ (4) SINKHOLE ☐ (5) APPEARS TOO STEEP ☐ (6) DEPRESSIONS OR BULGES ☐ (7) SLIDES
☐ (8) CONCRETE FACING - HOLES, CRACKS, DISPLACED, UNDERMINED ☒ (9) OTHER sparse in one location

OBSERVATIONS:

The upstream slope appeared uniformly graded with good coverage of angular, durable riprap. A small portion just to the right outlet works has sparse riprap coverage on the top 3 ft of the slope.

RECOMMENDATIONS:

Monitor the area with sparse coverage for signs of erosion.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

CREST

PROBLEMS NOTED ☒ (10) NONE ☐ (11) RUTS OR PUDDLES ☐ (12) EROSION ☐ (13) CRACKS - WITH DISPLACEMENT ☐ (14) SINKHOLES
☐ (15) NOT WIDE ENOUGH ☐ (16) LOW AREA ☐ (17) MISALIGNMENT ☐ (18) IMPROPER SURFACE DRAINAGE ☐ (19) OTHER

OBSERVATIONS:

The crest consists of a well graded gravel with no low areas or signs of erosion.

RECOMMENDATIONS:

None.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

DOWNSTREAM SLOPE

PROBLEMS NOTED ☒ (20) NONE ☐ (21) LIVESTOCK DAMAGE ☐ (22) EROSION OR GULLIES ☐ (23) CRACKS - WITH DISPLACEMENT ☐ (24) SINKHOLE
☐ (25) APPEARS TOO STEEP ☐ (26) DEPRESSIONS OR BULGES ☐ (27) SLIDE ☐ (28) SOFT AREAS ☐ (29) OTHER

OBSERVATIONS:

The downstream slope is relatively uniformly graded with riprap-sized and larger material on the surface. The top appears to be slightly oversteepened, but no signs of instability were observed.

RECOMMENDATIONS:

None.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

SEEPAGE

- PROBLEMS NOTED** ☐ (30) NONE ☐ (31) SATURATED EMBANKMENT AREA ☐ (32) SEEPAGE EXITS ON EMBANKMENT
☒ (33) SEEPAGE EXITS AT POINT SOURCE ☐ (34) SEEPAGE AREA AT TOE ☐ (35) FLOW ADJACENT TO OUTLET ☐ (36) SEEPAGE INCREASED / MUDDY
DRAIN OUTFALLS SEEN ☐ No ☒ Yes Show location of drains on sketch and indicate amount and quality of discharge. ☐ (37) FLOW INCREASED / MUDDY ☐ (38) DRAIN DRY / OBSTRUCTED
☒ (39) OTHER Seepage about 50 to 80 ft DS from toe

OBSERVATIONS:

The observed seepage conditions were decreased compared to previous inspections. This is likely associated with the recent drought and lower reservoir. Flow through the seepage flume was measured at about 0.05 ft, compared to 0.1 ft on 9/12/20. The decrease in seepage is documented in the monitoring data that the City provided prior to the inspection.

There are several small seeps near the outlet works flume and immediately downstream. The highest flow was visually estimated at about 0.3 gpm, which was immediately downstream of the left wingwall of the flume.

Three drains outlet into the downstream spillway channel. Two of the drains are spillway underdrains, and the remaining drain extends 70 ft east along the toe of the embankment. The toe drain was visually estimated at about 1 gpm and the spillway underdrains were flowing at a trickle. These flows are monitored, but not measured by the City or documented in their water accounting spreadsheet. Flows have never been observed from the spillway training wall drains. The outlet of the left training wall drain was not able to be located on this day.

RECOMMENDATIONS:

None.

CONDITIONS OBSERVED: ☐ Good ☒ Acceptable ☐ Poor

OUTLET

- PROBLEMS NOTED** ☒ (40) NONE ☐ (41) NO OUTLET FOUND ☐ (42) POOR OPERATING ACCESS ☐ (43) INOPERABLE
☐ (44) UPSTREAM OR DOWNSTREAM STRUCTURE DETERIORATED (45) OUTLET OPERATED DURING INSPECTION ☐ YES ☒ NO
INTERIOR INSPECTED ☒ (120) NO ☐ (121) YES ☐ (46) CONDUIT DETERIORATED OR COLLAPSED ☐ (47) JOINTS DISPLACED ☐ (48) VALVE LEAKAGE
☐ (49) OTHER

OBSERVATIONS:

The 20-inch steel outlet works pipe was lined with a 14-inch HDPE pipe and the outlet structure rebuilt in 2015. The outlet valve is operated routinely. The gate reportedly opens and closes easily.

RECOMMENDATIONS:

None.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

SPILLWAY

- PROBLEMS NOTED** ☒ (50) NONE ☐ (51) NO EMERGENCY SPILLWAY FOUND ☐ (52) EROSION WITH BACKCUTTING ☐ (53) CRACK - WITH DISPLACEMENT
☐ (54) APPEARS TO BE STRUCTURALLY INADEQUATE ☐ (55) APPEARS TOO SMALL ☐ (56) INADEQUATE FREEBOARD ☐ (57) FLOW OBSTRUCTED
☐ (58) CONCRETE DETERIORATED / UNDERMINED ☐ (59) OTHER

OBSERVATIONS:

The spillway was clear and ready for flow. No defects were observed. The outlet for the left spillway training wall was not able to be located and is likely covered.

RECOMMENDATIONS:

None.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

MONITORING

- EXISTING INSTRUMENTATION FOUND ☐ (110) NONE ☒ (111) GAGE ROD ☒ (112) PIEZOMETERS ☒ (113) SEEPAGE WEIRS / FLUMES
☒ (114) SURVEY MONUMENTS ☐ (115) OTHER
MONITORING OF INSTRUMENTATION ☐ (116) NO ☒ (117) YES PERIODIC INSPECTIONS BY: ☒ (118) OWNER ☐ (119) ENGINEER

OBSERVATIONS:

The City consistently measures the instrumentation and monitors the dam. The data is documented into an Excel spreadsheet that is shared with CO DWR monthly. No dam concerns were noted during the review of the instrumentation data.

A remote sensing station with pressure transducers to monitor the reservoir level and outflow was installed about 2 to 3 years ago. The manually measured lake level was about 0.1 ft different from the pressure transducer. Don said that he would look into it.

RECOMMENDATIONS:

Please provide a plan view sketch of the piezometer locations with labels.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

MAINTENANCE AND REPAIRS

- PROBLEMS NOTED** ☐ (60) NONE ☐ (61) ACCESS ROAD NEEDS MAINTENANCE ☐ (62) LIVESTOCK DAMAGE
☐ (63) BRUSH ON UPSTREAM SLOPE, CREST, DOWNSTREAM SLOPE, TOE ☐ (64) TREES ON UPSTREAM SLOPE, CREST, DOWNSTREAM SLOPE, TOE
☐ (65) RODENT ACTIVITY ON UPSTREAM SLOPE, CREST, DOWNSTREAM SLOPE, TOE ☐ (66) DETERIORATED CONCRETE - FACING, OUTLET SPILLWAY
☐ (67) GATE AND OPERATING MECHANISM NEED MAINTENANCE ☒ (68) OTHER could not locate left spillway training wall drain outlet

OBSERVATIONS:

The dam is obviously well taken care and previous maintenance recommendations have been carried out.

RECOMMENDATIONS:

Expose the left spillway training drain outlet.

CONDITIONS OBSERVED: ☒ Good ☐ Acceptable ☐ Poor

Go to next page for Overall Conditions and Items Requiring Actions

OVERALL CONDITIONS

The dam appears to be in satisfactory condition. Previous recommendations have been carried out, which is greatly appreciated and have led to a safer dam.

The EAP will need to be updated to include current CO DWR SEO contact information.

Based on this Safety Inspection and recent file review, the overall condition is determined to be:

☒ (71) SATISFACTORY ☐ (72) CONDITIONALLY SATISFACTORY ☐ (73) UNSATISFACTORY

ITEMS REQUIRING ACTION BY OWNER TO IMPROVE THE SAFETY OF THE DAM

MAINTENANCE - ORDINARY REPAIR - MONITORING

☐ OTHER

8/20/2020 - Expose spillway left training wall drain outlet.

EMERGENCY ACTION PLAN

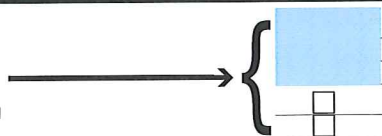
☐ UPDATE EXISTING EMERGENCY ACTION PLAN

8/20/2020 - To include current contact information, specifically the CO SEO.

The State Engineer, by providing this dam safety inspection report, does not assume responsibility for any unsafe condition of the subject dam. The sole responsibility for the safety of this dam rests with the reservoir owner or operator, who should take every step necessary to prevent damages caused by leakage or overflow of waters from the reservoir or floods resulting from a failure of the dam.

SAFE STORAGE LEVEL: RECOMMENDED AS A RESULT OF THIS INSPECTION

- ☒ (101) FULL STORAGE
☐ (102) CONDITIONAL FULL STORAGE
☐ (103) RECOMMENDED RESTRICTION
☐ (104) CONTINUE EXISTING RESTRICTION



FT. BELOW DAM CREST
FT. BELOW SPILLWAY CREST
FT. GAGE HEIGHT
NO STORAGE-MAINTAIN OUTLET FULLY OPEN

REASON FOR RESTRICTION

ACTIONS REQUIRED FOR CONDITIONAL FULL STORAGE OR CONTINUED STORAGE AT THE RESTRICTED LEVEL:

Engineer's
Signature


INSPECTED BY

Owner's
Signature

OWNER/OWNER'S REPRESENTATIVE

DATE: / /

GUIDELINES FOR DETERMINING CONDITIONS

CONDITIONS OBSERVED - APPLIES TO UPSTREAM SLOPE, CREST, DOWNSTREAM SLOPE, OUTLET, SPILLWAY

GOOD

In general, this part of the structure has a near new appearance, and conditions observed in this area do not appear to threaten the safety of the dam.

ACCEPTABLE

Although general cross-section is maintained, surfaces may be irregular, eroded, rutted, spalled, or otherwise not in new condition. Conditions in this area do not currently appear to threaten the safety of the dam.

POOR

Conditions observed in this area appear to threaten the safety of the dam.

CONDITIONS OBSERVED - APPLIES TO SEEPAGE

GOOD

No evidence of uncontrolled seepage. No unexplained increase in flows from designed drains. All seepage is clear. Seepage conditions do not appear to threaten the safety of the dam.

ACCEPTABLE

Some seepage exists at areas other than the drain outfalls, or other designed drains. No unexplained increase in seepage. All seepage is clear. Seepage conditions observed do not currently appear to threaten the safety of the dam.

POOR

Seepage conditions observed appear to threaten the safety of the dam. Examples:

- 1) Designed drain or seepage flows have increased without increase in reservoir level.
- 2) Drain or seepage flows contain sediment, i.e., muddy water or particles in jar samples.
- 3) Widespread seepage, concentrated seepage, or ponding appears to threaten the safety of the dam.

CONDITIONS OBSERVED - APPLIES TO MONITORING

GOOD

Monitoring includes movement surveys and leakage measurements for all dams, and piezometer readings for High hazard dams. Instrumentation is in reliable, working condition. A plan for monitoring the instrumentation and analyzing results by the owner's engineer is in effect. Periodic inspections by owner's engineer.

ACCEPTABLE

Monitoring includes movement surveys and leakage measurements for High and Significant hazard dams; leakage measurements for Low hazard dams. Instrumentation is in serviceable condition. A plan for monitoring instrumentation is in effect by owner. Periodic inspections by owner or representative. OR, NO MONITORING REQUIRED.

POOR

All instrumentation and monitoring described under "ACCEPTABLE" here for each class of dam, are not provided, or required periodic readings are not being made, or unexplained changes in readings are not reacted to by the owner.

CONDITIONS OBSERVED - APPLIES TO MAINTENANCE AND REPAIR

GOOD

Dam appears to receive effective on-going maintenance and repair, and only a few minor items may need to be addressed.

ACCEPTABLE

Dam appears to receive maintenance, but some maintenance items need to be addressed. No major repairs are required

POOR

Dam does not appear to receive adequate maintenance. One or more items needing maintenance or repair has begun to threaten the safety of the dam.

OVERALL CONDITIONS

SATISFACTORY

The safety inspection indicates no conditions that appear to threaten the safety of the dam, and the dam is expected to perform satisfactorily under all design loading conditions. Most of the required monitoring is being performed.

CONDITIONALLY SATISFACTORY

The safety inspection indicates symptoms of structural distress (seepage, evidence of minor displacements, etc.), which, if conditions worsen, could lead to the failure of the dam. Essential monitoring, inspection, and maintenance must be performed as a requirement for continued full storage in the reservoir.

UNSATISFACTORY

The safety inspection indicates definite signs of structural distress (excessive seepage, cracks, slides, sinkholes, severe deterioration, etc.), which could lead to the failure of the dam if the reservoir is used to full capacity. The dam is judged unsafe for full storage of water.

SAFE STORAGE LEVEL

FULL STORAGE

Dam may be used to full capacity with no conditions attached.

CONDITIONAL FULL STORAGE

Dam may be used to full storage if certain monitoring, maintenance, or operational conditions are met.

RESTRICTION

Dam may not be used to full capacity, but must be operated at some reduced level in the interest of public safety.

HAZARD CLASSIFICATION OF DAMS

High hazard

Loss of human life is expected in the event of failure of the dam, while the reservoir is at the high water line.

Significant hazard

Significant damage to improved property is expected in the event of failure of the dam while the reservoir is at the high water line, but no loss of human life is expected.

Low hazard

Loss of human life is not expected, and damage to improved property is expected to be small, in the event of failure of the dam while the reservoir is at high water line.

NPH hazard - No loss of life or damage to improved property, or loss of downstream resource is expected in the event of failure of the dam while the reservoir is at the high water line.



Idaho Springs Dam Aerial View



Photo 1 - Upstream slope looking east



Photo 2 - Crest looking west



Photo 3 - Downstream slope looking west

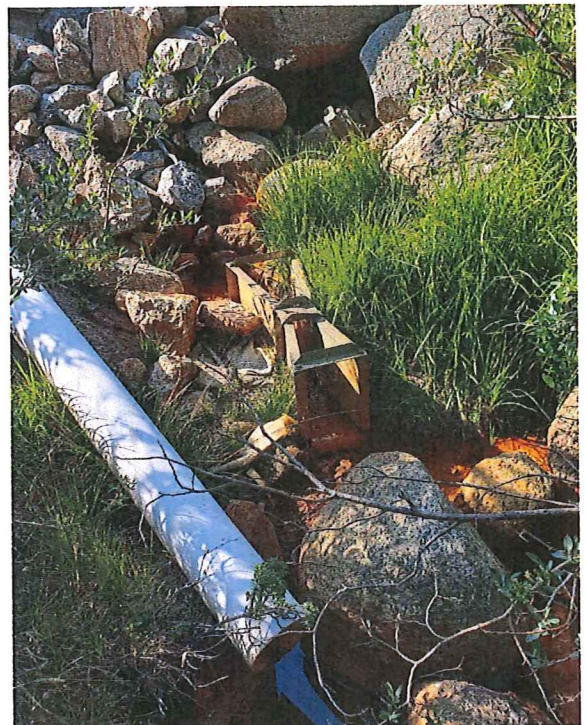


Photo 4 - Seepage weir and outlet works
drain outfall



Photo 5 - Seep downstream of flume wingwall

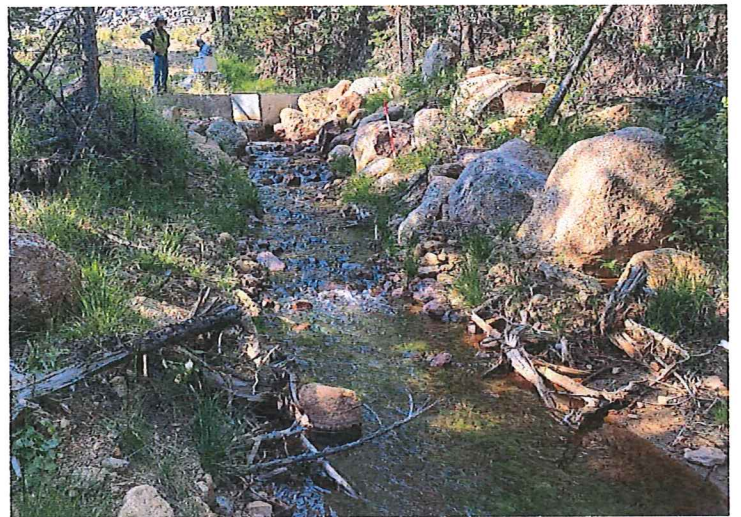


Photo 6 - Various seeps DS of flume



Photo 7 - Toe drain outfall (left) and spillway underdrains



Photo 8 - Outlet outfall structure



Photo 9 - Looking up outlet pipe



Photo 10 - Outlet flume and dry seep location on left

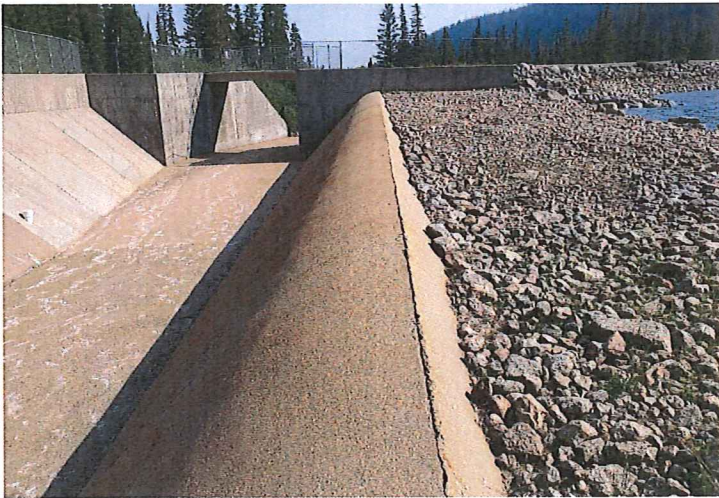


Photo 11 - Spillway weir



Photo 12 - Right spillway training wall drain outfall



Photo 13 - Left spillway training wall drain outfall location

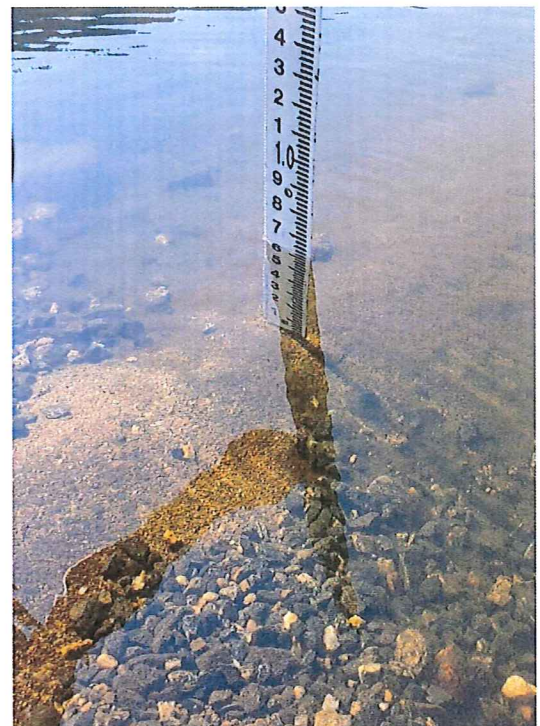


Photo 14 - Taking reading off staff gage