



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
CITY HALL
MONDAY, AUGUST 23, 2021
6:00 P.M.**

WILL BE CONDUCTED AS A REMOTE MEETING

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(a) and (e) to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property and related matters that may be subject to negotiations.

ADJOURNMENT

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: August 17, 2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Idaho Springs, CO (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Clear Creek County, Colorado (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Clear Creek, Colorado: See Addendum attached hereto and incorporated herein.

known as No. <u>115 15th Street</u>	<u>Idaho Springs</u>	<u>CO</u>	<u>80452</u>
Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☒ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
None

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

55 n/a; and the use or ownership of the following storage facilities: n/a.

56 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

57 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

58 n/a

59
60
61 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
62 property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance
63 will be by bill of sale or other applicable legal instrument.

64 **2.6. Exclusions.** The following items are excluded (Exclusions):

65 None

66
67
68 **2.7. Water Rights/Well Rights.**

69 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

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71
72
73 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

74 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and
75 2.7.4, will be transferred to Buyer at Closing:

76
77
78 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
79 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
80 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
81 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
82 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
83 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
84 _____.

85 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

86
87
88
89 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
90 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
91 legal instrument at Closing.

92 **3. DATES, DEADLINES AND APPLICABILITY.**

93 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC + 5 business days
		Title	
2	§ 8.1, 8.4	Record Title Deadline	MEC + 14 days
3	§ 8.2, 8.4	Record Title Objection Deadline	MEC + 21 days
4	§ 8.3	Off-Record Title Deadline	MEC + 14 days
5	§ 8.3	Off-Record Title Objection Deadline	MEC + 21 days
6	§ 8.5	Title Resolution Deadline	MEC + 28 days
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	MEC + 5 business days
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	
24	§ 9.3	New ILC or New Survey Objection Deadline	
25	§ 9.3	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	MEC + 21 days
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	MEC + 24 days
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	MEC + 7 days
31	§ 10.6	Due Diligence Documents Objection Deadline	MEC + 14 days
32	§ 10.6	Due Diligence Documents Resolution Deadline	MEC + 21 days
33	§ 10.6	Environmental Inspection Termination Deadline	MEC + 32 days
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1, 11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
		Closing and Possession	
39	§ 12.3	Closing Date	MEC + 35 days
40	§ 17	Possession Date	at closing
41	§ 17	Possession Time	at closing
42	§ 28	Acceptance Deadline Date	August 25, 2021
43	§ 28	Acceptance Deadline Time	4:00PM

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 323,000.00	
2	§ 4.3	Earnest Money		\$ 16,150.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$

7				
8				
9	§ 4.4	Cash at Closing		\$ 306,850.00
10		TOTAL	\$	\$ 323,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ None (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check, will be payable to and held by First American Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline.**

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline.**

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

209 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
210 or
211 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
212 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
213 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
214 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
215 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
216 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
217 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
218 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
219 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
220 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
221 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
222 waived in writing by Buyer.
223 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**
224 ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
225 agent or all three.

226 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
227 subject to the declaration (Association).

228 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
229 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
230 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
231 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
232 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
233 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
234 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
235 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
236 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
237 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
238 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
239 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
240 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
241 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
242 **ASSOCIATION.**

243 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
244 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
245 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
246 of the Association Documents, regardless of who provides such documents.

247 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

248 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
249 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
250 C.R.S.;

251 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
252 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
253 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
254 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

255 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
256 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
257 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
258 (Association Insurance Documents);

259 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
260 disclosed in the Association's last Annual Disclosure;

261 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
262 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
263 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
264 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
265 Association's community association manager or Association will charge in connection with the Closing including, but not limited
266 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 25.1 by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to

Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

384 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
385 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
386 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
387 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
388 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
389 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
390 GAS OR WATER.

391 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
392 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
393 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
394 RECORDER.

395 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
396 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
397 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
398 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

399 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
400 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
401 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
402 AND GAS CONSERVATION COMMISSION.

403 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
404 not covered by the owner's title insurance policy.

405 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
406 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

407 9. NEW ILC, NEW SURVEY.

408 9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ New Improvement Location Certificate (New ILC); or,
409 2) ☐ New Survey in the form of _____; is required and the following will apply:

410 9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The
411 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
412 after the date of this Contract.

413 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
414 Closing, by: ☐ Seller ☐ Buyer or:

415
416
417 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
418 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
419 ILC or New Survey Deadline.

420 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
421 all those who are to receive the New ILC or New Survey.

422 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
423 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
424 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
425 Seller incurring any cost for the same.

426 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
427 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
428 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

429 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

430 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
431 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

432 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
433 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
434 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
435 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
436 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

- ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.2.** Property tax bills for the last _____ years;
- ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.5.** Operating statements for the past _____ years;
- ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

494 ☐ 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
495 completed and capital improvement work either scheduled or in process on the date of this Contract;
496 ☐ 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
497 for the past _____ years;
498 ☐ 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
499 earlier under § 8.3);
500 ☒ 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
501 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
502 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
503 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
504 ☐ 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
505 Property with said Act;
506 ☒ 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
507 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
508 ☐ 10.6.1.14. Other documents and information:
509
510

511 10.6.2. **Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
512 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
513 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

514 10.6.2.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
515 or

516 10.6.2.2. **Due Diligence Documents Objection.** Deliver to Seller a written description of any
517 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

518 10.6.2.3. **Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
519 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
520 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
521 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
522 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

523 10.6.3. **Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
524 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
525 the Property, in Buyer's sole subjective discretion.

526 10.6.4. **Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
527 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide
528 ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
529 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
530 at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
531 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
532 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
533 tenants' business uses of the Property, if any.

534 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
535 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
536 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
537 **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II
538 Environmental Site Assessment.

539 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
540 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
541 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
542 subjective discretion.

543 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
544 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

545 10.7. **Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
546 owned by Buyer and commonly known as _____. Buyer has the Right to Terminate
547 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property
548 is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to
549 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

550 10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted]

551 10.9. **Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
552 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease

or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by First American Title.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

603 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
604 to be paid at Closing, except as otherwise provided herein.

605 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller**
606 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

607 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
608 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
609 must be paid by ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must
610 be paid by ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

611 **15.4. Local Transfer Tax.** ☐ **The Local Transfer Tax of** _____ % of the Purchase Price must be paid at Closing by
612 ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

613 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
614 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **None** ☐ **Buyer** ☐ **Seller**
615 ☐ **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s):
616 _____ in the total amount of _____ % of the Purchase Price or \$ _____.

617 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
618 \$ _____ for:

619 ☐ Water Stock/Certificates ☐ Water District
620 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
621 and must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**

622 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐
623 **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

624 **15.8. FIRPTA and Colorado Withholding.**

625 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
626 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
627 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
628 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
629 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
630 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
631 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
632 if an exemption exists.

633 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
634 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
635 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
636 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
637 tax advisor to determine if withholding applies or if an exemption exists.

638 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as
639 otherwise provided:

640 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
641 year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most**
642 **Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
643 exemption or ☐ **Other** _____.

644 **16.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer
645 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
646 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
647 obligations under such Leases.

648 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
649 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
650 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
651 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
652 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any
653 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
654 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
655 against the Property except the current regular assessments and _____. Association Assessments are
656 subject to change as provided in the Governing Documents.

657 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

658 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

17. **POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$_____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.

Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller’s reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.

By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES.

Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,

honor or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

764 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**
765 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
766 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
767 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
768 received by the party, not Broker or Brokerage Firm).
769 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
770 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
771 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
772 at the electronic address of the recipient by facsimile, email or _____.
773 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
774 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
775 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.
776 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
777 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
778 located in Colorado.

779 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
780 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
781 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
782 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
783 copies taken together are deemed to be a full and complete contract between the parties.

784 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
785 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
786 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
787 **Due Diligence.**

788

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

789 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
790 Commission.)

791 See Addendum (legal description)
792
793
794
795
796
797
798

799 **31. OTHER DOCUMENTS.**

800 **31.1.** The following documents are a part of this Contract:
801
802
803

804 **31.2.** The following documents have been provided but are not a part of this Contract:
805
806
807

808

SIGNATURES

809 Buyer's Name: City of Idaho Springs, Colorado Buyer's Name: _____

Buyer's Signature Date Buyer's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

810 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: County of Clear Creek, Colorado

Seller's Name: _____

Seller's Signature _____ Date _____

Address: Attn: Brian D. Bosshardt, PO Box 2000
Georgetown, CO 80444
Phone No.: 303-679-2490
Fax No.: 303-679-2440
Email Address: bbosshardt@clearcreekcounty.us

Seller's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

811

812

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.

☐ Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Attached Legal Description

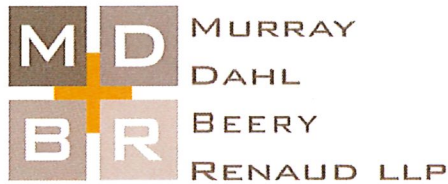
The South Half of Lots 1, 2 and 3, and
The South Half of the East Half of Lot 4,
Block 29,
City of Idaho Springs,
State of Colorado.



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
August 23, 2021
6:30 p.m.**

❖ **Body Art Establishments**

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>



ATTORNEYS AT LAW

TO: Hon. Mayor Hillman and Idaho Springs City Councilors
CC: Andrew Marsh, City Administrator
Diane Breece, City Clerk
FROM: Carmen Beery
DATE: September 15, 2020
RE: Survey of Local Regulation of Body Art Establishments

On August 10, 2020, you adopted a temporary moratorium on the establishment of new body art establishments within the City. The moratorium was prompted in part by the realization that the regulatory criteria for such establishments was changed relatively recently, in 2019, when the City's Land Regulations (Chapter 21 of the City Code) were comprehensively amended. This change was not particularly highlighted for Council's consideration and discussion at that time. This Council determined that it was prudent to examine the current regulatory framework for such establishments to evaluate whether the framework meets the City's current policy goals and directives.

To assist in your discussion of this topic, you requested a survey of how other Colorado communities of similar size regulate body art establishments. This memorandum summarizes the results of our survey.

The following Colorado¹ municipal codes contain no special regulation or treatment of body art establishments:

Akron	Kremmling
Ault	Limon
Columbine Valley	Lyons
Crested Butte	Nederland
Cripple Creek	Olathe
Elizabeth	Palisade
Fraser Frisco	Paonia
Georgetown	Platteville
Gilcrest	Poncha Springs
Hayden	Salida
Hudson	Snowmass Village
Julesburg	Windsor
Keenesburg	Winter Park
Kersey	

¹ Because our survey of Colorado cities and towns turned up so little, we expanded our search to other states. Interestingly, we found this lack of *municipal* regulation to be rather typical. In other states, we found some level of municipal regulation in the City of Minneapolis and Wall Township, New Jersey. Nationwide, municipalities seem to commonly defer regulation of these businesses to state and county health departments and agencies.

We did locate two (2) Colorado municipal codes with special treatment of body art establishments: Edgewater and Englewood. With a population of approximately 5,000, Edgewater is more closely comparable to Idaho Springs in size. For your review and comparison, the portions of both city's code concerning body art establishments are set forth below.

EDGEWATER MUNICIPAL CODE – EXCERPT

ARTICLE 3 - Body Art

Sec. 6-3-10. - Declaration and purpose.

- (a) The protection of the public health, safety and welfare from the dangers of blood-borne pathogens present in the practices and procedures of body art calls for the continual review, implementation and utilization of the scientific developments in safety precautions.
- (b) The purposes of this Article are to:
 - (1) Regulate all body art practices, including but not limited to tattooing and body piercing, that present legitimate health concerns under the same regulations;
 - (2) Allow adults to have control over the decision of whether to have various body art techniques performed upon their own bodies, and the bodies of their minor children, and to assure that body artists are utilizing safe practices and techniques in safe and sanitary environments, so as to minimize any risk of the transmission of blood-borne pathogens; and
 - (3) Delegate to the City Clerk the authority to act quickly to prevent and abate imminent hazards to the public health, welfare or safety, including but not limited to the authority to issue appropriate orders to the body artists and body art establishments, and to summarily suspend operations when reasonably necessary.

Sec. 6-3-20. - Definitions.

As used in this Article, the following terms shall have the following meanings:

Body art means the practice of physical body adornment by establishments and artists utilizing subcutaneous piercing procedures, including but not limited to the techniques of body piercing and tattooing, but excluding ear piercing.

Body art establishment means any permanent building, place, premises or structure, whether private or public, where body art procedures are performed.

Body artist means any person who conducts or practices body art procedures on another living human being.

Body piercing means puncturing or penetration of the skin of a person using needles and the temporary insertion of jewelry or other adornment thereto in the opening, so that the result is the jewelry or adornment can be easily, frequently and reasonably removed by the client without an additional procedure, including but not limited to the piercing of a navel, eyebrow, genitals, lip, nipple, nose or tongue, but not including ear piercing.

Client means the person having the body art procedure performed upon his or her body.

Ear piercing means the procedure or practice of puncturing of the outer perimeter or lobe of the ear using a pre-sterilized single use stud ear piercing system, while following the system's

manufacturer's directions on use and applicable United States Food and Drug Administration requirements.

Equipment means all machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks and all other apparatus and appurtenances used in connection with the operation of a body art establishment.

Instruments means hand pieces, needles, needle bars, needle tubs, forceps, hemostats, tweezers, pliers or other implements that may come in contact with a client's body or possibly be exposed to bodily fluids during body art procedures.

Local manager means the individual who is primarily responsible for the management, operation and control of the licensed body art establishment.

Physician means a person holding a valid license to practice medicine issued by the State Board of Medical Examiners pursuant to the Colorado Medical Practices Act.

Tattoo, tattooed or tattooing means inserting pigment under the surface of the human skin by pricking with a needle, or otherwise, to permanently change the color or appearance of the human skin or to produce a indelible mark or figure visible through the human skin, such as eyeliner, lip color, lip liner, camouflage, stencil designs and freehand designs.

Sec. 6-3-30. - License required.

- (a) It is unlawful for any person to operate a body art establishment, or engage in the provision of body art, without first obtaining a license from the City Clerk.
- (b) It is unlawful for any licensed body artist to perform any body art procedure upon another person, in exchange for anything of value, in a location other than a licensed body art establishment.
- (c) It is unlawful for any body artist to fail to have his or her current license prominently displayed and visible in the licensed body art establishment where he or she performs body art procedures.
- (d) The following individuals are exempt from the licensing requirements of this Article:
 - (1) Physicians.
 - (2) Persons otherwise authorized by the State to perform the specific body art procedure at issue.
 - (3) Individuals who perform ear-piercing procedures only.
 - (4) Persons rendering services under the personal and responsible direction and supervision of a physician.

Sec. 6-3-40. - Application.

Application for a body art establishment license or body artist license shall be made to the City Clerk on forms provided by the City Clerk. Each application shall be accompanied by the license fee as set forth in the fee schedule adopted by the City Council from time to time.

Sec. 6-3-50. - Issuance.

- (a) A license shall only be issued upon verification that the establishment meets all requirements of this Code.
- (b) The licensee shall install the minimum required equipment, personnel and other facilities as indicated in the plans as approved or modified by orders of the Building Official, Fire Department or other official.

- (c) No license shall be issued for a premises licensed for the sale of fermented malt beverages, or the sale of vinous or spirituous liquors, under the provisions of the Colorado Liquor Code or the Colorado Beer Code.
- (d) Each license shall be valid for one (1) year from the date of issuance, unless revoked or suspended by the City Clerk.
- (e) No license shall be transferable.

Sec. 6-3-60. - Reserved.

Sec. 6-3-70. - Inspections; corrective orders.

- (a) The City Clerk or his or her designee may conduct periodic inspections of any body art establishment for the purpose of determining whether or not the establishment and the persons performing body art techniques therein are in compliance with all applicable laws. The City Clerk or his or her designee may enter, inspect, issue citations and, upon obtaining a court order, impound or copy records, and secure any samples, photographs or other evidence from any body art establishment, whether or not said establishment, vehicle or facility has a valid license.
- (b) It is unlawful for any person to willfully interfere with or hinder the City Clerk or his or her designee in the discharge of his or her duties.
- (c) The City Clerk or his or her designee may issue to any body artist or establishment an order to comply with this Article within a specified reasonable time. It is unlawful for any licensee to knowingly fail to obey a lawful order of the City Clerk.

Sec. 6-3-80. - Revocation and suspension.

The City Clerk may revoke or suspend any license for cause, as defined in Section 6-1-20, after providing the licensee notice and an opportunity to be heard. Any revocation or suspension shall be issued in writing, listing the reasons therefor.

Sec. 6-3-90. - Appeal.

Any decision of the City Clerk under this Article may be appealed to the City Council following the procedures outlined in Section 6-1-130.

Sec. 6-3-100. - Records.

Permanent records for each body artist and client shall be maintained by each body art establishment. Such records shall include the client's date of birth, the method by which such date of birth was verified, and a copy of the written consent provided by the parent or guardian when necessary.

Sec. 6-3-110. - Registration of local resident agent.

Each body art establishment shall file a current registration with the City Clerk, designating an authorized local resident agent who is at least twenty-one (21) years of age and resides or has an office within the City, for receipt of legal notices of violations and receiving service of process. Whenever such local agent is changed or the address of the local agent is changed, the licensee shall, within five (5) days, register the new local agent or the new address with the City Clerk.

Sec. 6-3-120. - Prohibitions.

It is unlawful for any person to perform any body art procedure upon another person who is:

- (1) Visibly intoxicated or under the influence of a controlled substance; or
- (2) Under the age of eighteen (18) without prior written consent of a parent or guardian, signed in the presence of the body artist performing the procedure. It is the responsibility of both the body artist and the body art establishment to verify the age of all clients by valid picture identification prior to any procedure being performed.

ENGLEWOOD MUNICIPAL CODE – EXCERPT

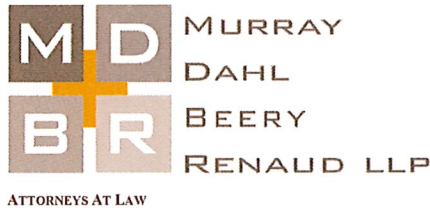
[In addition to the general Business License requirements, "tattoo establishments" must meet the following requirements]

5-24-4: - Special License Requirements.

In addition to all other provisions of this Title, the following special requirements apply to this license:

- A. License holders are required to operate in accordance with applicable City laws and state statutes as administered by the Tri-County Health Department.
- B. The premises must be maintained in clean and sanitary manner at all times.
- C. All equipment used for tattooing must be sanitized immediately before and after use.
- D. A single disposable needle must be used for each customer. The needle must be disposed of immediately after use.
- E. Inks used for one customer shall be disposed of immediately after use, and may not be used for another customer.
- F. The license holder must explain and provide each customer with written instructions regarding the aftercare of tattoos.
- G. License holders may perform tattooing only at the location specified by the license.
- H. License holder shall at all times have comprehensive general liability insurance with a minimum combined single limit of liability for bodily injury and property damage of one million dollars (\$1,000,000.00) per occurrence and in the aggregate.
- I. License holder shall not allow anyone to perform tattooing on anyone who is under the age of eighteen (18).
- J. License holder shall not allow anyone to perform tattooing on anyone who is under the influence of alcohol or drugs.

- K. Tattoo establishment licenses are not transferable to another person or location.
- L. All persons performing tattooing must be over the age of eighteen (18).
- M. No person shall perform tattooing while under the influence of drugs or alcohol.
- N. All persons performing tattooing must be supervised by the license holder.



TO: Hon. Mayor Hillman and Members of the City Council
CC: Andrew Marsh, City Administrator
Diane Breece, City Clerk
Jerad Chipman, Community Development Planner
FROM: Carmen Beery
DATE: August 19, 2021
RE: Regulation of Body Art Establishments: First Amendment implications

Background

Earlier this year, we discussed the potential amendment of the City's Land Development Regulations (LDR) concerning body art establishments. Historically, those establishments were allowed to locate in the City as conditional uses only; an application for such a business was required to be reviewed by the Planning Commission, go through two public hearings and obtain a conditional use permit. In 2019, as a part of the comprehensive LDR amendment, body art establishments were reclassified as permitted uses in commercial, industrial and Historic Downtown zone districts.

In 2020, you adopted a temporary moratorium on the establishment of new body art establishments and requested a review of regulatory options available to ensure such businesses are operated safely and hygienically. The attached September 15 memo outlines the results of research into how other municipalities regulate body art establishments. It also provides two (2) examples of municipal licensing schemes. After discussing options and preparing an ordinance that returns body art establishments to conditional use status, we shelved that ordinance to conduct additional legal research.

Results of Research

The results of that legal research reveal that tattooing has been recognized as protected First Amendment activity by two federal circuit courts. Both the 9th and 11th Circuits have analyzed challenges to land use limitations on tattoo parlors by applying the heightened standard of review reserved for Constitutionally protected activity.¹ The 9th Circuit reasoned that it is not just a tattoo itself that is art, but "the process of tattooing, and even the business of tattooing" are "purely expressive activity fully protected by the First Amendment." The court reasoned that much like a painting being sold is entitled to constitutional protections because it is intertwined with the process of painting, the same logic applies to the business of tattooing.² Of particular relevance to our question, two other jurisdictions (California and Arizona) have followed the 9th and 11th Circuit courts to extend First

¹ *Anderson v. City of Hermosa Beach*, 621 F.3d 1051 (9th Cir. 2010); *Buehrle v. City of Key West*, 813 F.3d 973 (11th Cir. 2015).

² *Hermosa Beach*, at 1063.

Amendment protection to the business of tattooing and to invalidate conditional use permitting schemes.³

This line of developing case law signals that a conditional use permit requirement for body art establishments in the City could now be susceptible to legal challenge as violative of the First Amendment. Any ordinance that restricts the expressive activity of tattooing would be scrutinized as to whether the ordinance is: (1) content neutral; (2) narrowly tailored to serve a significant governmental interest; and (3) leaves open ample alternative channels of communication. While the first prong of this test would be satisfied by a conditional use permit requirement for all body art establishments, the second and third prongs would likely fail. The City's conditional use permit criteria are not narrowly tailored to address the potential health and safety risks uniquely posed by body art.

Like the court in *Weaver*, a Colorado court reviewing the application of the City's CUP process to tattoo parlors would likely find that the process contains too much inherent and unbridled discretion unrelated to the particular governmental interest to be served. Merely articulating a significant governmental concern is not enough; regulations designed to address or mitigate the concern must be shown to be effective. In this case, if the concern is safe disposal of needles, the hygienic cleaning of tools and equipment and the like – those concerns are not addressed by the conditional use permit criteria. Instead, those concerns could be addressed by requirements directly related to needle disposal containers, sanitation protocols and procedures for equipment and stations, etc.

Recommendations; Options

Given the evolution of the law to recognize tattooing as First Amendment activity, I recommend maintaining body art establishments as permitted uses, as they are now. If Council wishes to more directly address its concerns about the health and safety aspects of tattooing, you could likely do so through a licensing or permitting scheme similar to the two examples provided. Note that these requirements directly touch upon issues such as cleaning protocols, after-tattoo care, disposal of ink and needles and the prohibition of mixing tattoo activities with intoxicants. These requirements are narrowly tailored to address health and safety concerns in such a way that is much more likely to pass legal muster.

I look forward to your further discussion of this issue and am happy to answer additional questions or concerns.

³ *Weaver v. City of Montebello*, 370 F.Supp. 3d (C.D. Cal. 2019); *Coleman v. City of Mesa*, 230 Ariz. 352 (Ariz. 2012).



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
August 23, 2021
7:00 P.M

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. AGENDA APPROVAL

- a) Move to approve the agenda for the August 23, 2021 meeting.

V. CONFLICT OF INTEREST

VI. APPROVAL OF MINUTES

- a) Move to approve the minutes from August 09, 2021.

VII. APPROVAL OF BILLS

- a) Move to approve bills to August 23, 2021

VIII. SCHEDULED PUBLIC COMMENT

- a) Virginia Feld-Street maintenance, parking

IX. UNSCHEDULED PUBLIC COMMENT

X. LIQUOR LICENSING AUTHORITY

- a) Public hearing-Colorado Blvd, LLC

XI. PLANNING/COMMUNITY DEVELOPMENT

XII. CITY ATTORNEY

XIII. RESOLUTIONS

- a) Resolution #16, Series 2021; A resolution adopting new and revised City employee job descriptions.
- b) Resolution #17, Series 2021: A resolution referring to the registered electors of the City at the November 2, 2021 Regular Municipal election a ballot question concerning the imposition of a City marijuana excise tax.
- c) Resolution #18, Series 2021; A resolution approving applications for a change of controlling beneficial ownership of the existing retail marijuana license held by Idaho Springs, LLC for the licensed premises at 15 Colorado Blvd,

XIV. ORDINANCE FIRST READING

- a) Ordinance #16, Series 2021: An ordinance referring a ballot question to electors at the November 2, 2021 Regular Municipal Election concerning the imposition of a one percent (1.0%) sales tax rate increase dedicated to water and wastewater Capital Improvements.
- b) Ordinance #17, Series 2021: An ordinance rezoning approximately 3.31 acres consisting of Blocks 45,55,56,66, and S of the City (Formerly Town) of Idaho Springs plat, a portion of the Nancarrow Placer M.S. No. 1345, and portions of vacated City right-of-ways within and around said parcels, from P (Park and Recreation) and C-2 (Commercial Two) to Planned Development (PD)
- c) Ordinance #18, Series 2021; An ordinance conditionally vacating portions of 11th Avenue, Idaho Street and an alleyway in the vicinity of Blocks 45,55,56,57,66 and S of the City of Idaho Springs, Colorado

XV. ORDINANCE SECOND READING

- a) Ordinance #12, Series 2021; An ordinance amending Section 2-51, 2-53 and 2-56 of the Idaho Springs Municipal Code to address the creation of a Deputy City Clerk position and to clarify other positions and reporting structures within the Administration Department.
- b) Ordinance #13, Series 2021: An ordinance amending Chapter 2 of the Idaho Springs Municipal Code to transfer general oversight and management of all department heads to the City Administrator and to codify the organization and duties of the Water/Wastewater department.

XVI. FINANCE OFFICER

XVII. CITY ADMINISTRATOR

- a) Staff report
- a) Move to approve submission of an Energy Impact Assistance Fund (EIAF) grant application to the Colorado Dept. of Local Affairs in the amount of \$600,000 with a City match of \$1,512,505 for construction of the Public Works Facility Project 2 at a total estimated cost of \$2,112,505.
- Move to approve a proposal from Arrow J Landscape & Design, Inc. in the amount of \$360,535 for Library Park Site Improvements From Park Improvements line item 2100-6024.

XVIII. CITY CLERK

- a) Staff report with no request(s) for action.

XIX. POLICE DEPARTMENT

- a) Staff report with one request(s) for action. Increase the cost of body worn camera footage and redaction cost of body worn camera footage.

XX. PUBLIC WORKS: STREETS AND PARKS

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
August 09, 2021

The City Council of the City of Idaho Springs held a regular meeting on August 09, 2021 in the Council Chambers at City Hall. Mayor Hillman called the meeting to order at 7:00 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, Scott Pennell, Art Caccavale and Chuck Harmon. John Curtis was absent. Also present was City Clerk Diane Breece, Streets/Water/Wastewater Superintendent John Bordon, Police Chief Nathan Buseck 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 09, 2021 with the addition of Ordinance 11, Series 2021 which is a public hearing and second reading, Scott Pennell seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Scott Pennell moved to approve the minutes of July 26, 2021. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

None.

Approval of Bills

Chuck Harmon moved to approve bills to August 09, 2021. Art Caccavale seconded and the motion passed by a unanimous roll call vote

Public Comment

None.

Unscheduled Public Comment

None.

Planning

City Planner Jerad Chipman gave a brief update on the Young Ranch Resource Quarry. The City has until August 22, 2021 to reply to the State Division of Reclamation, Mining and Safety. The Mayor suggested a work session to discuss the matter and all agreed that this would be a good idea.

Ordinance First Reading

Planner Jerad Chipman gave a brief update on the reason for Ordinance #14. The idea was to further clarify a clear understanding of the location of the property lines for those parcels that abut Colorado Blvd.

Scott Pennell moved to approve Ordinance #14, Series 2021; An ordinance accepting the post-construction of alignment of Colorado Blvd. Jim Clark seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve Ordinance #15; An ordinance amending Section 2-3 of the Idaho Springs Municipal Code to include the compensation of the City Clerk and City Treasurer after the November 2021 Regular Municipal Election. Bob Bowland seconded and the motion passed by unanimous roll call vote.

Ordinance Second Reading

Mayor Hillman opened the public hearing at 7:23 pm.

Jerad Chipman gave a brief summary of why we are zoning the property. The zoning is required within 90 days of the annexation.

There was no public comment.

The Mayor closed the public hearing at 7:25 pm

Chuck Harmon move to approve Ordinance #11, Series 2021: An ordinance zoning the property recently annexed to the City as the "Cemetery Annexation to the City of Idaho Springs" as Park and Recreation (P) under the City's zoning regulations. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

City Administrator

The staff report was submitted with one request(s) for action. Scott Pennell moved to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in VCMP. Jim Clark seconded and the motion passed by a unanimous roll call vote.

City Clerk

The staff report was submitted with one request(s) for action. Chuck Harmon moved to approve Andrew Marsh to sign on all accounts with City Wide Banks and Evergreen National Bank. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Police Dept.

The staff report was submitted with one request(s) for action. Chuck Harmon moved to approve the ISPD to apply and manage the FY2021 Edward Byrne Memorial Justice Assistant Grant. Bob Bowland seconded and the motion carried by a unanimous roll call vote.

Public Works

The staff report was submitted with three request(s) for action. Scott Pennell moved to approve \$9,924 to Terracon Consultants from line item 2100-5103. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Bob Bowland moved to approve \$17,200 to JVA Engineering for Civil engineering services related to 16th and Wall St. from line item 2100-5103. Art Caccavale seconded and the motion passed by unanimous roll call vote.

Chuck Harmon moved to approve \$115,000 to JVA Engineering for engineering services and project coordination for Idaho Springs Transit Center from line item 2100-5103. Art Caccavale seconded and the motion passed by unanimous roll call vote.

Mayor and Council

The Mayor talked about Haleigh Washington and her coming to Idaho Springs on the 21st of August and how we need to do something for her. He also spoke about with the spike in the virus, should we go back to zoom meetings. All agreed that we continue with zoom meetings.

Adjourn

The Mayor adjourned the meeting at 8:00 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Aerzen USA Corporation (1840)								
SETI-21-003790								
SETI-21-003790	Invoice	V-Belt	08/06/2021	09/05/2021	240.60	Open	08/21	51-00-6004
SETI-21-003790	Invoice	V-Belt	08/06/2021	09/05/2021	240.60	Open	08/21	51-00-6004
SETI-21-003790	Invoice	V-Belt	08/06/2021	09/05/2021	280.60	Open	08/21	51-00-6004
Total SETI-21-003790:					761.80			
SEPI-21-003861								
SEPI-21-003861	Invoice	Air Filter	08/12/2021	09/11/2021	201.74	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	Air Filter	08/12/2021	09/11/2021	201.74	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	Air Filter	08/12/2021	09/11/2021	201.74	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	Air Filter	08/12/2021	09/11/2021	150.78	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	Air Filter	08/12/2021	09/11/2021	476.07	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	Oil	08/12/2021	09/11/2021	863.40	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	V-Belt	08/12/2021	09/11/2021	104.80	Open	08/21	51-00-6004
SEPI-21-003861	Invoice	V-Belt	08/12/2021	09/11/2021	104.80	Open	08/21	51-00-6004
Total SEPI-21-003861:					2,305.07			
Total Aerzen USA Corporation (1840):					3,066.87			
A-OK Auto Clinic (2)								
35823								
35823	Invoice	Door Latch	08/02/2021	08/30/2021	79.90	Open	08/21	10-60-6150
35823	Invoice	Labor	08/02/2021	08/30/2021	400.00	Open	08/21	10-60-6150
35823	Invoice	Motor Mounts	08/02/2021	08/30/2021	179.58	Open	08/21	10-60-6150
Total 35823:					659.48			
Total A-OK Auto Clinic (2):					659.48			
Aquafix (2008)								
37268								
37268	Invoice	Microanalysis and Filament Origin	07/27/2021	08/26/2021	425.00	Open	07/21	52-00-5201
Total 37268:					425.00			
Total Aquafix (2008):					425.00			
Blackwell Oil (284)								
892021								
892021	Invoice	Fleet Fuel Streets	08/09/2021	08/31/2021	478.72	Open	07/21	10-10-6191
892021	Invoice	Fleet Fuel/Parks	08/09/2021	08/31/2021	235.05	Open	07/21	10-60-6191
892021	Invoice	Fleet Fuel/Water	08/09/2021	08/31/2021	211.98	Open	07/21	51-00-6191
892021	Invoice	Fuel/ Waste Water	08/09/2021	08/31/2021	229.63	Open	07/21	52-00-6191
892021	Invoice	tax credit	08/09/2021	08/31/2021	62.01	Open	07/21	10-10-6191
Total 892021:					1,093.37			
Total Blackwell Oil (284):					1,093.37			
C & C Machine & Welding (34)								
029120								
029120	Invoice	Repair Loader Bucket	08/16/2021	08/30/2021	250.00	Open	08/21	10-10-6150
Total 029120:					250.00			
Total C & C Machine & Welding (34):					250.00			
Caselle Inc. (287)								
111154								
111154	Invoice	Contract Support	08/01/2021	08/30/2021	337.50	Open	09/21	10-10-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
111154	Invoice	Contract Support	08/01/2021	08/30/2021	337.50	Open	09/21	10-20-5108
111154	Invoice	Contract Support	08/01/2021	08/30/2021	337.50	Open	09/21	10-30-5108
111154	Invoice	Contract Support	08/01/2021	08/30/2021	168.75	Open	09/21	51-00-5108
111154	Invoice	Contract Support	08/01/2021	08/30/2021	168.75	Open	09/21	52-00-5108
Total 111154:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
88992879 2021								
88992879 2021	Invoice	Internet service Water Plant	08/12/2021	09/11/2021	337.13	Open	07/21	51-00-5335
Total 88992879 2021:					337.13			
Total CenturyLink (569):					337.13			
CIRSA (1511)								
W21526								
W21526	Invoice	Deductible	08/06/2021	09/15/2021	577.39	Open	07/21	52-00-5314
Total W21526:					577.39			
Total CIRSA (1511):					577.39			
Clear Creek County Road & Bridge (1278)								
JULY2021								
JULY2021	Invoice	Fleet fuel/Parks	08/05/2021	08/30/2021	168.61	Open	07/21	10-60-6191
JULY2021	Invoice	Fleet fuel/Police	08/05/2021	08/30/2021	1,738.87	Open	07/21	10-30-6191
JULY2021	Invoice	Fleet fuel/Streets	08/05/2021	08/30/2021	877.07	Open	07/21	10-10-6191
JULY2021	Invoice	Fleet fuel/WasteWater	08/05/2021	08/30/2021	40.94	Open	07/21	52-00-6191
JULY2021	Invoice	Fleet fuel/Water	08/05/2021	08/30/2021	40.93	Open	07/21	51-00-6191
Total JULY2021:					2,866.42			
JUNE2021								
JUNE2021	Invoice	Fleet fuel/Police	08/05/2021	08/30/2021	1,836.93	Open	06/21	10-30-6191
JUNE2021	Invoice	Fleet fuel/Streets	08/05/2021	08/30/2021	1,005.68	Open	06/21	10-10-6191
JUNE2021	Invoice	Fleet fuel/WasteWater	08/05/2021	08/30/2021	44.21	Open	06/21	52-00-6191
JUNE2021	Invoice	Fleet fuel/Water	08/05/2021	08/30/2021	44.21	Open	06/21	51-00-6191
Total JUNE2021:					2,931.03			
Total Clear Creek County Road & Bridge (1278):					5,797.45			
Clear Creek County Sheriff's Office (1057)								
2ND QT 2021 ISPD								
2ND QT 2021 ISPD	Invoice	2nd Qtr Dispatch Services	08/04/2021	08/30/2021	37,809.96	Open	08/21	10-30-5105
Total 2ND QT 2021 ISPD:					37,809.96			
Total Clear Creek County Sheriff's Office (1057):					37,809.96			
Clear Creek Surveying (70)								
1178								
1178	Invoice	Surveying	08/05/2021	09/04/2021	2,000.00	Open	08/21	10-20-5107
Total 1178:					2,000.00			
Total Clear Creek Surveying (70):					2,000.00			
Colorado Analytical Lab (945)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
210802056								
210802056	Invoice	Wastewater Testing	08/09/2021	09/08/2021	426.60	Open	08/21	52-00-5201
Total 210802056:					426.60			
210816043								
210816043	Invoice	total coliform P/A compl	08/17/2021	09/16/2021	98.50	Open	08/21	51-00-5201
Total 210816043:					98.50			
Total Colorado Analytical Lab (945):					525.10			
Colorado Community Media (1981)								
32743								
32743	Invoice	Legals	08/06/2021	09/05/2021	279.60	Open	08/21	10-20-5312
Total 32743:					279.60			
33351								
33351	Invoice	Legals	08/13/2021	09/12/2021	90.20	Open	08/21	10-20-5312
Total 33351:					90.20			
Total Colorado Community Media (1981):					369.80			
Comcast (1486)								
128053757								
128053757	Invoice	New High speed internet for WTP	08/01/2021	08/30/2021	2,412.99	Open	08/21	52-00-5335
Total 128053757:					2,412.99			
0194987X852021								
0194987X852021	Invoice	Pd internet	08/05/2021	08/30/2021	170.12	Open	08/21	10-30-5335
Total 0194987X852021:					170.12			
Total Comcast (1486):					2,583.11			
Community Matters Institute (1949)								
CIS 15 & 16								
CIS 15 & 16	Invoice	Planning Services	08/03/2021	08/30/2021	3,700.00	Open	07/21	10-20-5108
Total CIS 15 & 16:					3,700.00			
CIS 15 AR								
CIS 15 AR	Invoice	Planning Services	08/03/2021	08/30/2021	3,600.00	Open	07/21	10-20-5108
CIS 15 AR	Invoice	Postage	08/03/2021	08/30/2021	73.50	Open	07/21	10-20-5108
Total CIS 15 AR:					3,673.50			
Total Community Matters Institute (1949):					7,373.50			
Downtown Colorado Inc. (1409)								
2021								
2021	Invoice	Membership dues	08/01/2021	08/30/2021	350.00	Open	08/21	10-20-5304
Total 2021:					350.00			
Total Downtown Colorado Inc. (1409):					350.00			
ELAVON (1295)								
CC 7312021								
CC 7312021	Invoice	Credit Card Processing Fees	07/31/2021	08/30/2021	485.55	Open	07/21	10-20-5340

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total CC 7312021:					485.55			
ONLINE 7312021								
ONLINE 7312021	Invoice	Online CC Processing Fees	07/31/2021	08/30/2021	375.80	Open	07/21	10-20-5340
Total ONLINE 7312021:					375.80			
Total ELAVON (1295):					861.35			
Foothills Auto & Truck Parts (1021)								
054658								
054658	Invoice	fix a Flat	07/26/2021	08/25/2021	9.99	Open	07/21	10-60-6193
Total 054658:					9.99			
Total Foothills Auto & Truck Parts (1021):					9.99			
HDR Engineering, Inc (1605)								
1200366037								
1200366037	Invoice	Mobility Hub	07/31/2021	08/30/2021	3,500.00	Open	07/21	21-00-5103
Total 1200366037:					3,500.00			
Total HDR Engineering, Inc (1605):					3,500.00			
Historic Rail Adventures, LLC (2009)								
261								
261	Invoice	Labor	08/04/2021	08/30/2021	8,022.00	Open	08/21	21-61-7042
261	Invoice	Materials	08/04/2021	08/30/2021	1,208.31	Open	08/21	21-61-7042
261	Invoice	Move Coach	08/04/2021	08/30/2021	4,500.00	Open	08/21	21-61-7042
261	Invoice	Supervisor Labor	08/04/2021	08/30/2021	1,235.00	Open	08/21	21-61-7042
Total 261:					14,965.31			
Total Historic Rail Adventures, LLC (2009):					14,965.31			
Honnen Equipment (144)								
1297143								
1297143	Invoice	filter	08/12/2021	08/30/2021	106.11	Open	08/21	10-10-6150
1297143	Invoice	filter	08/12/2021	08/30/2021	62.81	Open	08/21	10-10-6150
1297143	Invoice	filter	08/12/2021	08/30/2021	80.60	Open	08/21	10-10-6150
1297143	Invoice	oring	08/12/2021	08/30/2021	10.91	Open	08/21	10-10-6150
Total 1297143:					260.43			
Total Honnen Equipment (144):					260.43			
HRS Water Consultants (851)								
18284								
18284	Invoice	Monthly Reservoir Services	08/13/2021	08/30/2021	3,325.00	Open	07/21	51-00-5103
Total 18284:					3,325.00			
Total HRS Water Consultants (851):					3,325.00			
Marmac Water (2003)								
6003652								
6003652	Invoice	Fuel	07/21/2021	08/21/2021	192.21	Open	07/21	51-00-6201
6003652	Invoice	Sumaclear	07/21/2021	08/21/2021	1,411.20	Open	07/21	51-00-6201
Total 6003652:					1,603.41			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Marmac Water (2003):					1,603.41			
Mountain Tool and Feed (1450)								
1358								
1358	Invoice	Stihl Filters	08/09/2021	08/30/2021	116.63	Open	08/21	10-60-6010
Total 1358:					116.63			
Total Mountain Tool and Feed (1450):					116.63			
Paul's Enterprises (213)								
0102167								
0102167	Invoice	Dead bolt	08/17/2021	08/30/2021	45.00	Open	08/21	10-10-5208
Total 0102167:					45.00			
Total Paul's Enterprises (213):					45.00			
Peak Performance Imaging Solutions (409)								
62210								
62210	Invoice	Copier Meter Bill/Police	08/18/2021	09/02/2021	85.00	Open	08/21	10-30-5309
Total 62210:					85.00			
Total Peak Performance Imaging Solutions (409):					85.00			
Petty Cash (288)								
8102021								
8102021	Invoice	Fedex	08/10/2021	08/30/2021	205.99	Open	07/21	51-00-5201
8102021	Invoice	printing	08/10/2021	08/30/2021	103.30	Open	07/21	10-20-5325
8102021	Invoice	Water bills	08/10/2021	08/30/2021	203.76	Open	07/21	51-00-5310
8102021	Invoice	Water Bills	08/10/2021	08/30/2021	203.76	Open	07/21	52-00-5310
8102021	Invoice	Website Registration Renewal	08/10/2021	08/30/2021	209.94	Open	07/21	10-20-7010
Total 8102021:					926.75			
Total Petty Cash (288):					926.75			
Pitney Bowes (1758)								
1563X892021								
1563X892021	Invoice	Postage	08/09/2021	09/05/2021	124.95	Open	07/21	10-20-5310
Total 1563X892021:					124.95			
Total Pitney Bowes (1758):					124.95			
Raftelis (1740)								
20152								
20152	Invoice	Rate Study	08/10/2021	08/30/2021	3,411.77	Open	07/21	51-00-5108
20152	Invoice	Rate Study	08/10/2021	08/30/2021	3,411.77	Open	07/21	52-00-5108
Total 20152:					6,823.54			
Total Raftelis (1740):					6,823.54			
Ramey Environmental Compliance, INC (898)								
22622								
22622	Invoice	Grease trap inspections	08/04/2021	08/30/2021	1,500.00	Open	07/21	52-00-5000
22622	Invoice	Grease Trap Inspections/McDonal	08/04/2021	08/30/2021	58.00	Open	07/21	52-00-5000
Total 22622:					1,558.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Ramey Environmental Compliance, INC (898):					1,558.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
0079142								
0079142	Invoice	Building Permits	07/31/2021	08/30/2021	5,750.10	Open	07/21	10-22-5000
Total 0079142:					5,750.10			
007916								
007916	Invoice	Code enforcement services	07/31/2021	08/30/2021	400.00	Open	07/21	10-22-5108
Total 007916:					400.00			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					6,150.10			
Salt Lake Wholesale Sports (1931)								
74594								
74594	Invoice	Ammunition FMJ Boat Tail	08/06/2021	08/30/2021	462.00	Open	08/21	10-30-6045
74594	Invoice	Ammunition Full Metal Jacket	08/06/2021	08/30/2021	552.00	Open	08/21	10-30-6045
Total 74594:					1,014.00			
Total Salt Lake Wholesale Sports (1931):					1,014.00			
Sprint (750)								
126852313-236								
126852313-236	Invoice	Cell phone Parks	08/08/2021	09/03/2021	31.50	Open	07/21	10-60-5335
126852313-236	Invoice	Cell phone Public Works	08/08/2021	09/03/2021	207.97	Open	07/21	10-10-5335
126852313-236	Invoice	Cell phones - Admin	08/08/2021	09/03/2021	171.92	Open	07/21	10-20-5335
126852313-236	Invoice	Discount	08/08/2021	09/03/2021	101.00	Open	07/21	10-10-5335
126852313-236	Invoice	Equipment - Admin	08/08/2021	09/03/2021	449.98	Open	07/21	10-20-5335
126852313-236	Invoice	Equipment - Streets	08/08/2021	09/03/2021	209.92	Open	07/21	10-10-5335
Total 126852313-236:					970.29			
Total Sprint (750):					970.29			
Staples Business Advantage (1219)								
8063164266								
8063164266	Invoice	Office supplies	08/07/2021	09/06/2021	143.12	Open	08/21	10-30-6010
Total 8063164266:					143.12			
Total Staples Business Advantage (1219):					143.12			
Studio Seed (2005)								
1153								
1153	Invoice	Downtown Master Plan	08/10/2021	09/09/2021	21,646.50	Open	07/21	21-00-6028
Total 1153:					21,646.50			
Total Studio Seed (2005):					21,646.50			
T & D Car Wash Inc. (534)								
2021-AUG-02								
2021-AUG-02	Invoice	Car Wash	08/02/2021	08/30/2021	77.37	Open	07/21	10-30-6100
Total 2021-AUG-02:					77.37			
Total T & D Car Wash Inc. (534):					77.37			
Treatment Technology (1078)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
184523 NSF								
184523 NSF	Invoice	nsf fee	08/06/2021	08/30/2021	35.00	Open	08/21	51-00-6216
Total 184523 NSF:					35.00			
Total Treatment Technology (1078):					35.00			
USA Blue Book (376)								
683702								
683702	Invoice	Chlorine Reagent	08/03/2021	08/30/2021	384.74	Open	08/21	52-00-5109
683702	Invoice	Sulfuric Acid	08/03/2021	08/30/2021	70.95	Open	08/21	52-00-5109
Total 683702:					455.69			
692244								
692244	Invoice	Filters and Chemicals	08/11/2021	08/30/2021	711.41	Open	08/21	52-00-5109
Total 692244:					711.41			
Total USA Blue Book (376):					1,167.10			
VISA (1827)								
PD 8032021								
PD 8032021	Invoice	Drop Box	08/03/2021	08/28/2021	119.88	Open	07/21	10-30-6010
PD 8032021	Invoice	Postage	08/03/2021	08/28/2021	31.60	Open	07/21	10-30-5310
PD 8032021	Invoice	Tire Fee	08/03/2021	08/28/2021	11.25	Open	07/21	10-30-6192
PD 8032021	Invoice	Tires	08/03/2021	08/28/2021	1,314.09	Open	07/21	10-30-6192
Total PD 8032021:					1,476.82			
PW 8032021								
PW 8032021	Invoice	Pump Repair Kit	08/03/2021	08/28/2021	109.90	Open	07/21	10-10-6093
Total PW 8032021:					109.90			
WATER 8032021								
WATER 8032021	Invoice	Class	08/03/2021	08/28/2021	495.00	Open	07/21	52-00-5212
WATER 8032021	Invoice	Drum Faucet	08/03/2021	08/28/2021	57.99	Open	07/21	52-00-6004
WATER 8032021	Invoice	Rubber Mats	08/03/2021	08/28/2021	23.99	Open	07/21	51-00-6004
WATER 8032021	Invoice	Surge Protecto	08/03/2021	08/28/2021	467.64	Open	07/21	51-00-6004
WATER 8032021	Invoice	Wire Rope	08/03/2021	08/28/2021	18.98	Open	07/21	51-00-6004
Total WATER 8032021:					1,063.60			
Total VISA (1827):					2,650.32			
Xcel Energy (540)								
742202622								
742202622	Invoice	Street Lights	08/02/2021	08/27/2021	4,707.70	Open	08/21	10-10-6001
Total 742202622:					4,707.70			
742654518								
742654518	Invoice	New Pole 101 Hwy 103	08/04/2021	09/03/2021	1,265.98	Open	08/21	54-72-7320
Total 742654518:					1,265.98			
Total Xcel Energy (540):					5,973.68			
Zambelli Fireworks (1639)								
517393								
517393	Invoice	4th of July Fireworks	07/04/2021	08/30/2021	12,424.00	Open	07/21	10-21-5050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 517393:					12,424.00			
Total Zambelli Fireworks (1639):					12,424.00			
Grand Totals:					151,025.00			

Report GL Period Summary

GL Period	Amount
06/21	2,931.03
09/21	1,350.00
08/21	71,419.59
07/21	75,324.38
Grand Totals:	151,025.00

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



City of Idaho Springs City Council

Meeting Date: 8-23-2021

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:

Street maintenance Parking

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

None

Requested By: Virginia Feld Organization: Myself
Phone: (Home): 303-238-6141 (Work): _____
(Fax): _____ (Cell): VAfdid@gmail.com
Mailing address: P.O. Box 3 E-Mail Address: VAfdid@gmail.com

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

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ____ Yes ____ No

Missing: _____

CLERK'S ADMINISTRATIVE REPORT

DATE: August 20, 2021

TO: Marijuana Licensing Authority

FROM: Diane Breece, City Clerk

SUBJECT: Applications for Change of Controlling Beneficial Owner for one marijuana Retail Marijuana Store (license # 402R-00035) and one retail marijuana cultivation license (license # 403R-00041) located at 15 Colorado Blvd., Idaho Springs, Colorado, issued to Idaho Springs, LLC.

NOTICE OF PUBLIC HEARING AND POSTING

In accordance with C.R.S. §44-12-302 the notice of Public Hearing to be held by the Marijuana Licensing Authority concerning the above-referenced applications was published in the Clear Creek Courant and marked as exhibit "A" on August 11, 2021 and was posted on the premises on August 13, 2021.

STAFF SUMMARY

The applicant has paid all the necessary fees.

The applicant has a current business license with the City of Idaho Springs.

The applicant is a person or entity eligible to hold a retail marijuana license under Section 9-160 of the Idaho Springs Municipal Code.

The applicant has filed a complete application with those items required by Code Section 9-157.

The application was referred to all affected City Departments, including the Police Department, and no concerns or objections have been expressed by City Staff.

The locational requirements for licenses (distance limitations, zoning, etc.) are not relevant to the application, as it only concerns the ownership of already-existing licenses.

SUGGESTED MOTION

"I move to approve Resolution #18, Series 2021, A Resolution approving application for a Change of Controlling Beneficial Owner of the existing retail marijuana licenses held by Idaho Springs, LLC for the licensed premises at 15 Colorado Blvd.

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Idaho Springs - Legal
PO Box 907
Idaho Springs CO 80452

Description: CCC000161 MMJ Change of Owner App - Kayabonfire

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Clear Creek } ss

This Affidavit of Publication for the Clear Creek Courant, a weekly newspaper, printed and published for the County of Clear Creek, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 8/11/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Clear Creek Courant

State of Colorado }
County of Clear Creek } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 8/11/2021. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.



Carla Bethke
Notary Public
My commission ends April 11, 2022



**CITY OF IDAHO SPRINGS
MARIJUANA LICENSING AUTHORITY
NOTICE OF PUBLIC HEARING ON A
CHANGE OF CONTROLLING BENEFICIAL
OWNER
APPLICATION**

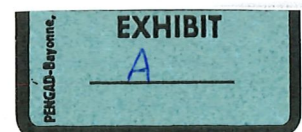
NOTICE IS HEREBY GIVEN that, a public hearing will be held commencing at 7:00 p.m., or as soon thereafter as the matter may be heard, on the 23rd day of August, 2021, before the Idaho Springs City Council, sitting as the Idaho Springs Marijuana Licensing Authority.

This hearing will be held at the Idaho Springs City Hall, located at 1711 Miner Street, Idaho Springs, Colorado, pursuant to Idaho Springs Municipal Code § 9-159 (A) and C.R.S. 44-12-302, for the purpose of considering an application for a change of controlling beneficial owner for the retail marijuana cultivation facility license 403R00041 and retail marijuana store 402R00035 located at 15 Colorado Blvd, Idaho Springs, CO 80452 to proposed applicant, Kayabonfire, LLC.

Any person interested may appear at the public hearing and be heard

Diane Breece, City Clerk

Legal Ad No.: CCC000161
First Publication: August 11, 2021
Last Publication: August 11, 2021
Published In: Clear Creek Courant



CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 16, Series 2021

A RESOLUTION ADOPTING NEW AND REVISED CITY EMPLOYEE JOB DESCRIPTIONS

WHEREAS, pursuant to C.R.S. § 31-15-201, the City Council of the City of Idaho Springs possesses the authority to establish and regulate by ordinance the powers and duties of City officers and employees; and

WHEREAS, under this authority, the City Council has by ordinance delegated to the City Administrator the obligation to develop City employee job descriptions and recommend the same to the City Council for approval, from time to time, as needed; and

WHEREAS, the City Administrator has prepared a list of recommended additional City job descriptions, together with certain amended job descriptions, for the Council's review and potential approval; and

WHEREAS, the City Council has reviewed such additional and amended job descriptions and wishes to approve and adopt the same.

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

Section 1. The list of City employee job descriptions dated August 23, 2021, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby adopted and approved. New job descriptions set forth therein are hereafter established, and amended existing job descriptions are superseded and replaced as of the effective date of this Resolution.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August , 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

City of Idaho Springs

Job Description

POSITION TITLE:	City Clerk
DEPARTMENT:	(elected)

POSITION SUMMARY

The City Clerk is elected by the voters at large to serve a four-year term of office with no term limits. The major categories of City Clerk duties and responsibilities--which are allocated and performed amongst the elected City Clerk, Deputy City Clerk, and other City staff--include: keeping of official City records; certifying and authenticating records; signing, countersigning and attesting; providing legal notices; coordinating elections. The City Clerk shall participate in the performance of such duties and functions required by law as prescribed by Ordinance No. 09, Series 2021 (ISMC Section 2-41), and by such other ordinances as may be adopted by the City Council from time to time.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Serve as the custodian of all records kept and maintained by the City.
2. Oversee the recordkeeping operations of the City. The day-to-day keeping, filing and maintenance of records – whether physical, digital or otherwise – shall be performed by City staff. City staff is authorized to review and respond to public record requests and to perform other ministerial records duties, subject to City Clerk review and comment.
3. Certify and authenticate City records and documents by affixing thereto her/his signature and the City seal. City staff may prepare such documents for the City Clerk's execution.
4. Sign, countersign and attest signatures as required by law – e.g., ordinances, resolutions, agreements entered into by the City, financial warrants. When the City Clerk is unavailable to perform such tasks, the Deputy City Clerk may perform them after amending the signature line or making such other notation to duly document the Deputy City Clerk as the signing party.
5. Coordinate with the City Attorney and City Administrator to ensure that the City and County smoothly collaborate to conduct coordinated mail-ballot elections, with the County Clerk and Recorder performing most of the election tasks required by law. In the case of non-coordinated elections, the City Clerk shall work with the City Administrator and City Council, as needed, to apportion and delegate election tasks to City staff and/or City consultants and contractors, as the case may be.
6. Address City Council on City Clerk matters at each regular meeting of the City Council, at the City Clerk's discretion. Further, the City Clerk is authorized to review and, at the Mayor's discretion, comment on the operations and performance of the Deputy City Clerk, but in no case shall the City Clerk interfere with or impede the ability of the Deputy City Clerk or other designated employee from carrying out his or her job duties.
7. Inspect the books and records kept and maintained at the City's offices by the Deputy City Clerk or other City designee, at the City Clerk's discretion and subject to practices and procedures developed by the City Council to prevent their loss or alteration.

REPORTING RELATIONSHIPS

This position coordinates with the Deputy City Clerk regarding fulfillment of the duties of the office, with the City Administrator or his/her designee concerning operational matters, and with the City Council for matters of policy.

Note: This position description is effective after the November 2, 2021 municipal election when the elected person takes the oath of office or upon the date a person is appointed by City Council.

City of Idaho Springs Job Description

POSITION TITLE:	Deputy City Clerk
DEPARTMENT:	Administration

POSITION SUMMARY

The Deputy City Clerk performs the daily functions of the City Clerk's office in coordination with the elected City Clerk. The major categories of City Clerk duties and responsibilities--which are allocated and performed amongst the elected City Clerk, Deputy City Clerk, and other City staff--include: keeping of official City records; certifying and authenticating records; signing, countersigning and attesting; providing legal notices; coordinating elections. This position reports to the Assistant City Administrator and is an hourly, non-exempt position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Attend all scheduled meetings of the City Council and serve as recording secretary. Attend all scheduled City Council work sessions.
2. Promptly prepare minutes of all City Council meetings and present for City Council approval at the next regular meeting.
3. Maintain a working knowledge of the City's Municipal Code and all sections of the State Statutes having an impact on the duties of the City Clerk, including, but not limited to, the Municipal Election Code, the Colorado Beer Code, the Colorado Liquor Code and the Colorado Medical Marijuana, and the Colorado Retail Marijuana Code.
4. Prepare and issue all licenses issued by the City when required by the Municipal Code, keep a complete and accurate record of the name of each licensee, the amount paid for the license, the purpose and length of time for which the license was issued and the expiration date thereof. Present for Council approval when required.
5. Attend all scheduled meetings of the local Liquor & Marijuana Licensing Authority and serve as secretary thereto; distribute and review all license applications for completeness; refer license applications to the Chief of Police and City Attorney for statutory compliance review prior to consideration by the Authority.
6. Prepare as necessary applications for public hearing when applicable.
7. Accept changes of corporate structure, changes of trade name or corporate name, manager registrations and requests for modification of licensed premises; schedule consideration by the Authority.
8. Prepare resolutions and ordinances as required; coordinate with City Attorney when appropriate.
9. Update copies of City's Municipal Code when ordinance adoption requires and codify ordinances annually or more often when necessary.
10. Accept and process applications for license renewal for liquor, medical and retail marijuana and applications for special event permits that require liquor approval; promptly report all actions taken to the City Council.
11. Serve as primary staff support to Variance Board, Planning Commission and Historic Preservation Review Commission (HPRC); act as recording secretary for each; schedule meetings, prepare agendas, prepare and distribute packets, post notices.
12. Accept and process applications for Special Events and Public Events on City-owned property; promptly report all actions taken to the City Council.
13. Maintain the City's fee schedule; recommend changes to the City Council for adoption as needed.

City of Idaho Springs Job Description

14. Accept payments at the Clerk's window in City Hall.
15. Provide customer assistance as needed at the Clerk's window, by telephone or email.
16. Act as official custodian of all public records of the City, in coordination with the City Clerk and excepting criminal justice records.
17. Organize and maintain the City's archives, records room and general files.
18. Serve as the Open Records Act liaison and in that capacity provides certified copies of public records in the City Clerk's official custody upon payment of such fees as are established by the City.
19. Assist the City Clerk with the conduct of municipal elections.
20. Cause timely publication of the City Council's proceedings relating to ordinances, contracts and the payment of bills as required by law.
21. Coordinate the preparation and distribution of the agenda and meeting packets for all the City Council meetings and work sessions and for appointed boards and commissions.
22. Serve as the Sign Compliance Clerk. Review sign applications for completeness and accuracy and issues sign permits.
23. Update the City's website on a regular basis with agenda packets, meeting minutes and other public information related to City operations.
24. Maintain a general knowledge of the duties of the Administrative/Payroll/Court/Utility Clerk in order to provide assistance when necessary.
25. Perform such other administrative/clerical tasks as may be assigned from time to time.
26. Other duties as required.

EXPERIENCE AND TRAINING

Formal Education: High School Diploma or GED required. Combination of education and experience commensurate with the stated skills and specific duties attendant to this position.

Special training or experience: Knowledge of and experience using Microsoft Word, Excel, Caselle. General bookkeeping, payroll and accounting skills.

Certificates and licenses: Possess and maintain valid Colorado Driver License.

Skill/Ability:

Answer phones, including screening calls, asking appropriate questions to determine who should receive the call, taking and promptly delivering messages. Must possess and maintain good computer skills. Ability to use audio visual technology related to streaming and recording meetings and to update the City's website as needed. Ability to read, understand, interpret and explain the City Municipal Code. Write clear, concise and accurate correspondence and reports. Must have excellent personal contact skills, including greeting the public, hearing their questions and complaints, answering their questions, effectively communicating if hostility arises, referring them to the appropriate person when necessary. Ability to work a flexible weekday schedule to accommodate attendance at evening meetings as required.

Physical Demands: While performing the duties of this position, the employee is frequently required to walk, stand, kneel, stoop, bend, lift, pull and push unassisted. Must be able to lift 25 lbs. unassisted.

Note: This position becomes effective and will be filled after the municipal election on November 2, 2021.

City of Idaho Springs

Job Description

POSITION TITLE:	Treasurer
DEPARTMENT:	(elected)

POSITION SUMMARY

The Treasurer is elected by the voters at large to serve a four-year term of office with no term limits. The major categories of Treasurer duties and responsibilities--which are allocated and performed amongst the elected Treasurer, Deputy Treasurer, Finance Officer, and other City staff--include: financial management; collection of moneys; deposits of moneys; accounting and reporting. The Treasurer shall participate in the performance of such duties and functions required by law as prescribed by Ordinance No. 07, Series 2013 (ISMC Section 2-42), and by such other ordinances as may be adopted by the City Council from time to time.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Coordinate with the designated Deputy Treasurer to ensure that all of the Treasurer's duties--such as collection of moneys, deposits of moneys, and accounting and reporting--are fulfilled by or through the Deputy Treasurer.
2. File with the City Council a separate written report indicating areas and basis of disagreement or supplementation regarding any receipt, disbursement, accounting, or reporting methods and practices.
3. Address City Council on the City's financial matters at each regular meeting of the City Council, at the Treasurer's discretion. Further, the Treasurer is authorized to review and, at the Mayor's discretion, comment on the operations and performance of the Deputy Treasurer, but in no case shall the Treasurer interfere with or impede the ability of the Deputy Treasurer or other designated employee from carrying out the financial operations of the City.
4. Inspect the books and records kept and maintained at the City's offices by the Deputy Treasurer or other City designee, at the Treasurer's discretion and subject to practices and procedures developed by the City Council to prevent their loss or alteration.

REPORTING RELATIONSHIPS

This position coordinates with the Deputy Treasurer regarding fulfillment of the duties of the office, with the City Administrator or his/her designee concerning operational matters, and with the City Council for matters of policy.

Note: This position description is effective after the November 2, 2021 municipal election when the elected person takes the oath of office or upon the date a person is appointed by City Council.

City of Idaho Springs Job Description

POSITION TITLE: Deputy Treasurer/Court Clerk

DEPARTMENT: Administration

POSITION SUMMARY

The Deputy Treasurer/Court Clerk performs administrative duties related to daily financial activities including accounts payable, financial recordkeeping, and employee benefits and related to the municipal court operations including scheduling, processing and payments. This position provides support to the Finance Officer and coordinates with the elected Treasurer. This position in the role of Deputy Treasurer shall participate in the performance of such duties and functions required by law as prescribed by Ordinance No. 07, Series 2013 (ISMC Section 2-42), and by such other ordinances as may be adopted by the City Council from time to time. This position in the role of Municipal Court Clerk coordinates with the Judge, Prosecutor and Police Department regarding court proceedings and is responsible for other general clerical duties. This position reports to the Assistant City Administrator and is a non-exempt hourly position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Serve as the Deputy Treasurer providing for the personnel and support needs for the treasury and financial management.
2. Provide administrative support to the contract Finance Officer and coordinate with the elected Treasurer.
3. Receive and collect any and all moneys payable to the City and provide and maintain receipts specifying the date of receipts of such funds and upon which account such funds were credited. These receipts and collections may be delegated to a City designee to maintain appropriate separation of financial duties.
4. Deposit all funds and moneys received on behalf of the City in such institutions and accounts as designated by City Council. These deposits may be delegated to a City designee to maintain appropriate separation of financial duties.
5. Maintain books and accounting of all revenues received and expenditures made on behalf of the City. Separate accounts shall be kept of each fund or appropriation and the debits and credits belonging thereto.
6. Perform administrative duties related to daily financial activities including accounts payable, financial recordkeeping, and employee benefits.
7. Prepare listings of accounts payable for approval at each City Council meeting and issue payments to vendors.
8. Assist the Finance Officer, in coordination with the Treasurer, with the preparation of monthly reports on the state of the City Treasury.
9. Coordinate with the employee benefits provider and process payments each pay period.
10. Prepare and submit quarterly payroll tax reports.
11. Process and issue IRS 1099 income reports for vendors based on IRS W-9 forms that are submitted.
12. Assist with the preparation of the annual financial audit process.

City of Idaho Springs Job Description

13. Serve as Municipal Court Clerk. Attend all court sessions, maintain all necessary files and records, cooperate with Municipal Court Judge in all matters related to the position and responsibility of Court Clerk.
14. Liaison between judge, prosecuting attorney and Police Department.
15. Shall be familiar with the Privacy Act and its requirements, as well as the Department's policies concerning the release and dissemination of information to criminal justice agencies and non-criminal justice related agencies or persons.
16. Operate a computer terminal and printer to type, enter, modify and distribute reports, citations and other materials
17. Process tickets from Police Department.
18. Prepare Municipal court files and docket.
19. Prepare bench warrants, processes bonds, prepare and issue pleas by mail.
20. Serve as the Colorado Crime Information Center (CCIC) Coordinator for courts and pass the required back ground check for the security clearance.
21. Serve as a secondary customer service representative, answering phones, greeting the general public as they come into City Hall as well as local officials and visiting officials.
22. Accept payments at the Clerk's window in City Hall.
23. Maintain a general knowledge of the duties of the Deputy City Clerk and other Administrative Clerk(s) in order to provide assistance when necessary.
24. Other duties as assigned.

EXPERIENCE AND TRAINING

Formal Education: High School Diploma or GED required. Combination of education and experience commensurate with the stated skills and specific duties attendant to this position may be considered.

Certificates and licenses: May be required to obtain Security Clearance within 6 months and maintain. Possess and maintain valid Colorado Driver License.

Special training or experience: Knowledge of and experience using Microsoft Word, Excel, Caselle. General bookkeeping, payroll and accounting skills.

Skill/Ability:

Answer phones, including screening calls, asking appropriate questions to determine who should receive the call, taking and promptly delivering messages. Must possess and maintain good computer skills. Ability to read, understand, interpret and explain the City Municipal Code and State laws pertaining to government. Write clear, concise and accurate correspondence and reports. Must have excellent personal contact skills, including greeting the public, hearing their questions and complaints, answering their questions, effectively communicating if hostility arises, referring them to the appropriate person when necessary.

Physical Demands: While performing the duties of this position, the employee is frequently required to walk, stand, kneel, stoop, bend, lift, pull and push unassisted. Must be able to lift 25 lbs. unassisted.

City of Idaho Springs Job Description

POSITION TITLE: Administrative Utility Clerk

DEPARTMENT: Administration

POSITION SUMMARY

The Administrative Utility Clerk is the primary customer service representative at City Hall who is also responsible for all utility billing, payroll processing, and serves as clerical support to the Public Works and Building Departments. This is a non-exempt hourly position that reports to the Assistant City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Serve as the primary customer service representative, answering phones, greeting the general public as they come into City Hall as well as local officials and visiting officials.
2. Accept payments at the Clerk's window in City Hall.
3. Conduct bi-monthly meter readings.
4. Prepare and mail water/wastewater billings by the third business day of each collection period; keep computer software for billing and meter reading updated; implement rate changes; collect all water/wastewater fees and charges.
5. Validate and enter corrections into the billing record as required. Make adjustments with approval of City Clerk.
6. Prepare and mail bi-monthly water/wastewater delinquency lists and pursue the collection of delinquent water/wastewater accounts.
7. Record liens for unpaid utility accounts with County Clerk and certify at end of year as necessary with County Treasurer.
8. Coordinate the processing of applications for utility rate relief.
9. Administer the issuance of water/wastewater tap permits. Keeping a record showing the name of the person to whom each permit is issued, the amount paid therefore, the address of the premises covered by such permit, the purpose and length of time for which such permit is issued
10. Prepare meter repair record.
11. Maintain customer account records for water station. Keep computer software updated. Prepare billing monthly.
12. Maintain backflow device records.
13. Provide clerical support to the Public Works Department as needed.
14. Perform bi-weekly payroll functions. Reviews all timesheets for accuracy and compliance with City policies.
15. Perform cash receipting functions for the City Clerk's office as directed. Make deposits within one (1) business day of receipt. This function is shared with the Court Clerk on alternate weeks.
16. Serve as primary staff support to Building Official. Primary communication contact between applicants and inspectors. Issue building permits.
17. Maintain property files.

City of Idaho Springs Job Description

18. Assist with website updates and maintenance and other public communication outreach.
19. Maintain a general knowledge of the duties of the other Administrative Clerk(s) in order to provide assistance when necessary.
20. Other duties as assigned.

EXPERIENCE AND TRAINING

Formal Education: High School Diploma or GED required. Combination of education and experience commensurate with the stated skills and specific duties attendant to this position.

Special training or experience: Knowledge of and experience using Microsoft Word, Excel, Caselle. General bookkeeping, payroll and accounting skills.

Certificates and licenses: Possess and maintain valid Colorado Driver License.

Skill/Ability:

Answer phones, including screening calls, asking appropriate questions to determine who should receive the call, taking and promptly delivering messages. Must possess and maintain good computer skills. Ability to use audio visual technology related to streaming and recording meetings and to update the City's website as needed. Ability to read, understand, interpret and explain the City Municipal Code. Write clear, concise and accurate correspondence and reports. Must have excellent personal contact skills, including greeting the public, hearing their questions and complaints, answering their questions, effectively communicating if hostility arises, referring them to the appropriate person when necessary.

Physical Demands: While performing the duties of this position, the employee is frequently required to walk, stand, kneel, stoop, bend, lift, pull and push unassisted. Must be able to lift 25 lbs. unassisted.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 17, Series 2021

A RESOLUTION REFERRING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 2, 2021 REGULAR MUNICIPAL ELECTION A BALLOT QUESTION CONCERNING THE IMPOSITION OF A CITY MARIJUANA EXCISE TAX

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

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

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

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

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

WHEREAS, the City Council now finds that it is in the best interests of the City, its residents and businesses to ask City voters for permission to impose a City excise tax on marijuana transfers, effectively substituting a City excise tax for the existing County excise tax; and

WHEREAS, under C.R.S. § 29-2-114(2)(b), a local marijuana excise tax may be referred to electors on the date of the state general election, on the first Tuesday in November of an odd-numbered year, or on the date of a municipal biennial election; and

WHEREAS, the Council therefore wishes to refer to the registered electors of the City at the November 2, 2021 regular municipal election a ballot question concerning the imposition of a City marijuana excise tax and to fix the ballot title for the referred measure.

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

Section 1. The following ballot title and ballot question shall be submitted to the registered electors of the City at the November 2, 2021 regular municipal election:

BALLOT TITLE

AUTHORIZING THE IMPOSITION OF A FIVE PERCENT (5%) LOCAL MARIJUANA EXCISE TAX

BALLOT QUESTION

SHALL THE CITY OF IDAHO SPRINGS' TAXES BE INCREASED BY \$30,000 IN 2022 (THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2022, AN EXCISE TAX ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY RETAIL MARIJUANA CULTIVATION FACILITIES LOCATED WITHIN THE CITY AT THE RATE OF FIVE PERCENT (5%), AND IF THE TRANSFER OR SALE IS BETWEEN AFFILIATED RETAIL MARIJUANA BUSINESS LICENSEES THE RATE OF TAX SHALL BE BASED ON THE AVERAGE MARKET RATE OF UNPROCESSED MARIJUANA, IF THE TRANSFER OR SALE IS BETWEEN UNAFFILIATED RETAIL MARIJUANA BUSINESS LICENSEES THE RATE OF TAX SHALL BE BASED ON THE CONTRACT PRICE, AND SHALL ALL SUCH TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 2. If a majority of the votes cast on the question referred by this Resolution vote in favor of the measure, City Staff are directed to proceed with all actions necessary to implement the voter-approved tax commencing on January 1, 2022.

Section 3. Pursuant to C.R.S. §1-11-203.5, any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August, 2021.

CITY OF IDAHO SPRINGS

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

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

August 10, 2021

Petros & White
1999 Broadway, Suite 3200
Denver, CO 80202-5732

Our auditors, Mayberry & Company, LLC, are conducting an audit of our financial statements at December 31, 2020 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of City of Idaho Springs in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$25,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of City of Idaho Springs is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with [FASB ASC 450, Contingencies](#).

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of [FASB ASC 450, Contingencies](#) (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of December 31, 2020, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed by about August 30, 2021. They would appreciate receiving your reply by that date with a specified effective date no earlier than August 30, 2021. You may also be requested to provide updates to your written response at a later date. We authorize you to respond to a request for updates made directly from our auditors in connection with the audit of our financial statements as of December 31, 2020 and for the year then ended. We appreciate your timely response to such requests.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) on December 31, 2020.

Very truly yours,

Andrew Marsh

City of Idaho Springs

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

August 10, 2021

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Our auditors, Mayberry & Company, LLC, are conducting an audit of our financial statements at December 31, 2020 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of City of Idaho Springs in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$25,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of City of Idaho Springs is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with [FASB ASC 450, Contingencies](#).

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of [FASB ASC 450, Contingencies](#) (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

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Our auditors expect to have the audit completed by about August 30, 2021. They would appreciate receiving your reply by that date with a specified effective date no earlier than August 30, 2021. You may also be requested to provide updates to your written response at a later date. We authorize you to respond to a request for updates made directly from our auditors in connection with the audit of our financial statements as of December 31, 2020 and for the year then ended. We appreciate your timely response to such requests.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) on December 31, 2020.

Very truly yours,

Andrew Marsh

City of Idaho Springs

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 18, Series 2021

A RESOLUTION APPROVING APPLICATIONS FOR A CHANGE OF CONTROLLING BENEFICIAL OWNERSHIP OF THE EXISTING RETAIL MARIJUANA LICENSES HELD BY IDAHO SPRINGS, LLC FOR THE LICENSED PREMISES AT 15 COLORADO BOULEVARD

WHEREAS, pursuant to Idaho Springs Municipal Code (“Code”) Section 9-154, the Idaho Springs City Council (“City Council”) serves as the City of Idaho Springs Marijuana Licensing Authority; and

WHEREAS, serving in such capacity, the City Council possesses all the authority pursuant to state law and the Code to grant or deny licenses, as well as all the powers of a local licensing authority as set forth in the Colorado Medical Marijuana Code, Article 43.3, Title 12, C.R.S.; and Colorado Retail Marijuana Code, Article 43.4, Title 12, C.R.S.; and

WHEREAS, Idaho Springs, LLC was previously granted approval by both the City and the State to conduct a retail marijuana cultivation *and* a retail marijuana store within the City at 15 Colorado Boulevard (the “Licensed Premises”); and

WHEREAS, Dane Casterson, as 100% owner of Idaho Springs, LLC, together with BAL Holdings, LLC, Paul Wasicka, Uplift Holdings, LLC and Matthew Richman (collectively, the “Applicant”) has filed applications with the City proposing to transfer controlling beneficial ownership of Idaho Springs, LLC from Mr. Casterson to Kayabonfire, Inc.; and

WHEREAS, a proposed change in controlling beneficial ownership of marijuana-related licensed businesses must be reported to, and approved by, both the state and local licensing authorities; and

WHEREAS, Code § 9-159(A) requires the City Council to conduct a public hearing on any application for a transfer of ownership; and

WHEREAS, on August 23, 2021, after due and proper notice thereof had been given in accordance with Code § 9-159(B), the City Council conducted a hearing on the proposed transfer of ownership of the Licensed Premises, at which time all interested parties were given the opportunity to be heard; and

WHEREAS, after considering all of the evidence and testimony brought before it, the City Council finds and determines that the Applicant has demonstrated compliance with all applicable City laws and therefore wishes to approve the applications and provide this written notice of its decision in accordance with Code § 9-159(C).

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

Section 1. The above and foregoing recitals are incorporated herein as specific findings and determinations of the City Council.

Section 2. The applications for a Change of Controlling Beneficial Owner (CBO) for the following licensed premises, located at 15 Colorado Boulevard within the City of Idaho Springs:

License No. 402R-00035 (Retail Marijuana Store); AND

License No. 403R-00041 (Retail Marijuana Cultivation)

Are hereby approved, from Dane Casterson to Kayabonfire, Inc.

Section 3. Approval of the Change of Beneficial Owners applications for the licensed premises named in Section 2 hereof does not constitute approval of the conduct of, or the issuance of a license for, any other marijuana-related business or operation by the Applicant within the City.

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

Section 5. Any and all Resolutions 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 Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

RESOLVED, APPROVED, and ADOPTED this 23rd day of August, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 16, Series 2021

AN ORDINANCE REFERRING A BALLOT QUESTION TO ELECTORS AT THE NOVEMBER 2, 2021 REGULAR MUNICIPAL ELECTION CONCERNING THE IMPOSITION OF A ONE PERCENT (1.0 %) SALES TAX RATE INCREASE DEDICATED TO WATER AND WASTEWATER CAPITAL IMPROVEMENTS

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution, the City Council of the City of Idaho Springs ("City") is authorized to refer ballot questions concerning new and increased taxes to City electors at the City's regular November municipal elections; and

WHEREAS, the City currently has a voter-approved City sales tax rate of four percent (4%), with revenues from one percent (1%) of such rate being restricted to fund certain street improvement projects; and

WHEREAS, the City Council finds that the City's existing and projected future necessary water and wastewater facilities will require a steady funding stream for the foreseeable future, which funding could be generated by increasing the service and usage fees paid by the users of those utilities; and

WHEREAS, in order to reduce or eliminate the need to raise utility customer rates to fund future water/wastewater capital improvement projects, the City Council would prefer to pull such funding from sales tax revenues if sales tax revenues were marginally increased to be dedicated to that purpose; and

WHEREAS, the City Council therefore wishes to refer to City electors the question of a one percent (1.0 %) sales tax increase, the proceeds of which would be dedicated to water and wastewater capital improvement projects, and to amend the sales tax rate set forth in the Idaho Springs Municipal Code ("Code") contingent upon voter-approval.

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

Section 1. The following ballot title and ballot question shall be submitted to the registered electors of the City at the November 2, 2021 regular municipal election:

BALLOT TITLE

SHALL THE CITY SALES TAX RATE BE INCREASED BY ONE PERCENT (1.0 %) AND REVENUES THEREFROM DEDICATED TO WATER/WASTEWATER CAPITAL IMPROVEMENT PROJECTS?

BALLOT QUESTION

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

_____ Yes _____ No”

Section 2. The City Clerk is directed to certify the ballot issue established by Section 1 hereof to the Clear Creek County Clerk and Recorder for inclusion on the ballot to be voted by the registered electors of the City. The City Clerk is further directed to either perform or coordinate the performance of such tasks as are necessary to fulfill the City’s obligations under the Intergovernmental Agreement with Clear Creek County concerning the City’s participation in the coordinated election, as previously approved by the City Council.

Section 3. In the event a majority of City electors voting on the ballot issue established hereby vote in favor of the issue, as determined and certified by the election results, Section 8-3 of the Idaho Springs Municipal Code, concerning the City sales tax rate, shall be amended as of January 1, 2022, as follows:

Sec. 8-3. Tax imposed; rate.

(A) There is hereby imposed on all sales of tangible personal property; commodities and services, as provided in Subsection 8-4(A) below, a tax equal to ~~four~~ five (4 5) percent of the gross receipts, one (1) percent of which shall be used solely for the purposes of street improvements, paving, street drainage improvements, sidewalks, minor street repairs, pothole patching and street lighting, and one (1) percent of which shall be used solely for the purposes of funding water and wastewater capital improvement projects.

(B) The tax imposed shall be in accordance with the following schedule:

<i>Sales Brackets</i>	<i>Tax</i>
\$0.01 through 0.17	None
0.18 through 0.33	0.01
0.34 through 0.50	0.02
0.51 through 0.67	0.03

0.68 through 0.84	0.04
0.85 through 0.99	0.05

On sales in excess of one dollar (\$1.00), the tax shall be ~~four~~ five (4 5) percent on each full dollar of the sales price, plus the tax shown on the above schedule for the applicable fractional part of a dollar of each such sales price.

Section 4. It is the express intent of the City Council that, in the event a majority of City electors voting on the ballot issue established and referred by this Ordinance vote against the issue, the Code amendment set forth in Section 3 hereof shall not take effect and shall be null and void, and Code Section 8-3 shall remain in full force and effect as it exists as of the date this Ordinance is adopted.

Section 5. Should any one or more sections or provisions of this ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ, AND ORDERED PUBLISHED, at a Regular Meeting of the Council of the City of Idaho Springs, Colorado on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

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

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 17, Series 2021

AN ORDINANCE REZONING APPROXIMATELY 3.31 ACRES CONSISTING OF BLOCK 57, PARTS OF BLOCKS 45, 55, 56, 66 AND S OF THE CITY (FORMERLY TOWN) OF IDAHO SPRINGS PLAT, A PORTION OF THE NANCARROW PLACER M.S. NO. 1345, AND PORTIONS OF VACATED CITY RIGHTS-OF-WAY WITHIN AND AROUND SAID PARCELS, FROM P (PARK AND RECREATION) AND C-2 (COMMERCIAL TWO) TO PLANNED DEVELOPMENT (PD)

WHEREAS, the City of Idaho Springs ("City") has received an application and related materials from Four Points Funding, LLC, with the knowledge and written consent of property owner Clear Creek School District RE1 (collectively, the "Applicant"), to rezone certain real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from P and C-2 to a PD zoning designation; and

WHEREAS, as a part of the application, the Applicant has filed documents proposing a unified and comprehensive zoning scheme for the Property, to be known as the Block 57 (Former Golddigger Field) Mixed Use Development, as reflected in the PD plan documents attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as authorized by Idaho Springs Municipal Code ("Code") Sections 21-82 and 21-108, the City Council and Planning Commission each considered the rezoning request, and hearing thereon conducted on September 13, 2021, after full and proper public notice was given as required by law, at which all interested parties were afforded an opportunity to be heard; and

WHEREAS, the Council finds that the proposed zoning is generally in conformity with the City's comprehensive plan, will tend to preserve and promote property values in the neighborhood, will be in harmony and compatible with the surrounding land uses and present development in the area, and will generally promote the public welfare.

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 incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The zoning classification for the Property to be known as Block 57 (Former Golddigger Field) Mixed Use Development, as more particularly and fully described and illustrated in **Exhibits A and B**, is hereby approved and established as PD Zoning.

Section 3. The official zoning map of the City is hereby amended to incorporate therein the zoning classification established in Section 2, above. Except as expressly so

amended, the said zoning map is readopted, ratified and confirmed in all respects.

Section 4. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

Section 5. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED, and public hearing scheduled, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, following the public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of September, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 45 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, EXCEPT THAT PORTION OF LOTS 1 AND 3 CONVEYED TO THE DEPARTMENT OF HIGHWAY BY QUITCLAIM DEED RECORDED SEPTEMBER 12, 1957 IN BOOK 258 AT PAGE 63, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 56 IN THE CITY, FORMERLY TOWN OF IDAHO SPRING, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL C:

LOTS 9 THROUGH 12, INCLUSIVE, BLOCK 55 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL D:

BLOCK 57, IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL E:

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL F:

LOTS 1 AND 2, BLOCK 66 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL G:

LOTS 3 THROUGH 5, BLOCK 66 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

TOGETHER WITH A PORTION OF MINER STREET AND A PORTION OF 9TH AVENUE SOUTH OF MINER STREET AND A PORTION OF 10TH AVENUE SOUTH OF MINER STREET AS VACATED BY ORDINANCE RECORDED OCTOBER 20, 1959 IN BOOK 265 AT PAGE 147.

PARCEL H:

A TRACT OR PARCEL OF LAND IN THE NANCARROW PLACER, SURVEY NO. 1345, IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 73 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON LINE 10 AND 11 OF THE CITY OF IDAHO SPRINGS SURVEY NO. 332, FROM WHICH POINT CORNER NO. 11 BEARS NORTH 87°20' WEST, A DISTANCE OF 175.30 FEET;

1. SOUTH 68°00' EAST, A DISTANCE OF 194.10 FEET;
2. SOUTH 70°06' EAST, A DISTANCE OF 221.00 FEET, TO A POINT ON LINE 9 AND 10 OF SAID SURVEY NO. 332;
3. NORTH 47°19' WEST, A DISTANCE OF 201.80 FEET TO CORNER NO. 10 OF SAID IDAHO SPRINGS SURVEY NO. 332;
4. ALONG LINES 10 AND 11 OF THE SAID IDAHO SPRINGS SURVEY NO. 332, NORTH 87°20' WEST, A DISTANCE OF 239.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

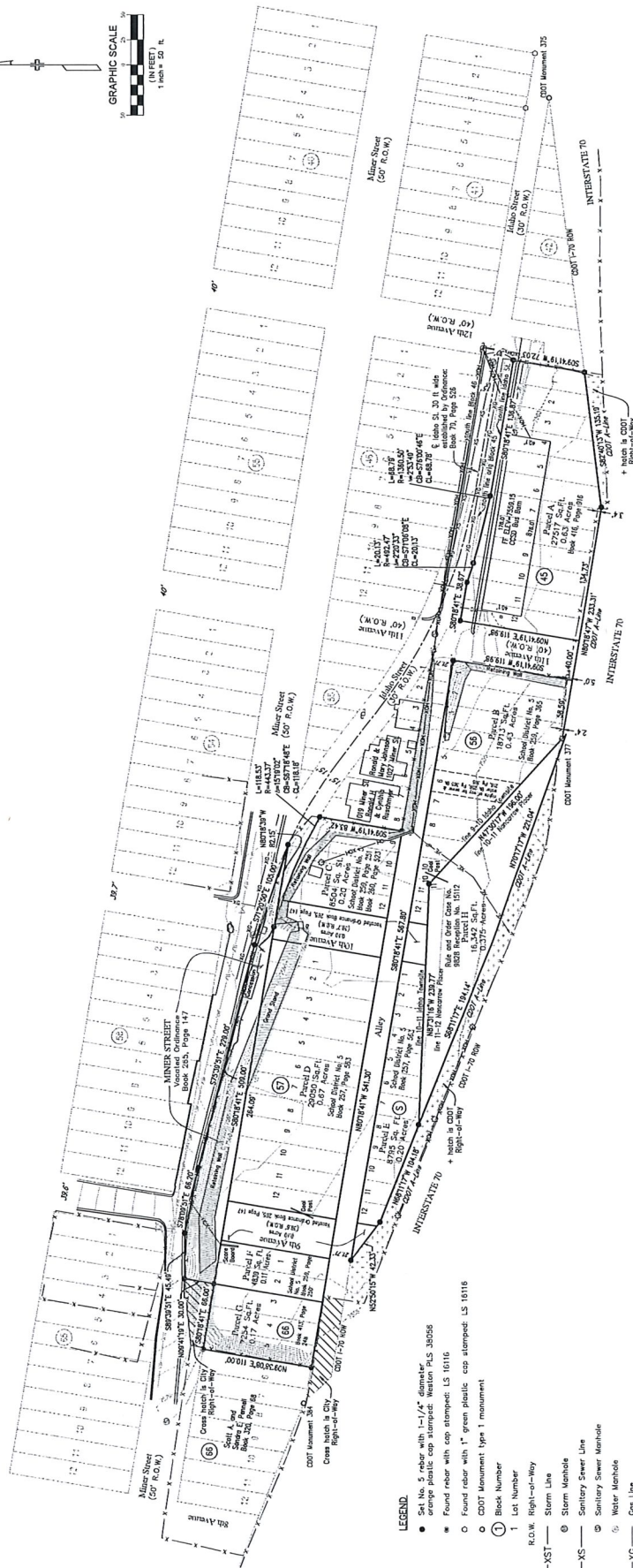
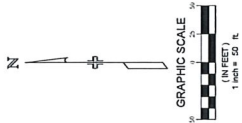
PARCEL I:

NON-EXCLUSIVE RIGHT OF ACCESS AS CONTAINED IN DEED RECORDED AUGUST 2, 1957 IN BOOK 257 AT PAGE 547, COUNTY OF CLEAR CREEK, STATE OF COLORADO. *(THE CURRENT LOCATION OF THE CDOT RIGHT-OF-WAY IS SHOWN HEREON)*

EXHIBIT B
PD ZONING PLAN SET

ALTA/NSPS LAND TITLE SURVEY

BLOCK 57, PARTS OF BLOCK 45, 55, 56, 66 AND S AND THE VACATED STREETS THEREIN,
AND A PART OF THE NANCARROW PLACER M.S. NO. 1345
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO



LEGEND

- Set No. 5 rebar with 1-1/4" diameter orange plastic cap stamped: Western PLS 80556
- Found rebar with cap stamped: LS 16116
- Found rebar with 1" green plastic cap stamped: LS 16116
- CDOT Monument type 1 monument
- ① Block Number
- 1 Lot Number
- R.O.W. Right-of-Way
- XST Storm Line
- ⊗ Storm Manhole
- XS Sanitary Sewer Line
- ⊗ Sanitary Sewer Manhole
- ⊗ Water Manhole
- XG Gas Line
- W Water Line
- EL Electric Line
- XE Overhead Utility Lines
- XOH Overhead Utility Lines
- Fence Line
- WV Water Valve
- ⊗ Fire Hydrant
- Light Pole
- rw Power Pole



REVISIONS		DATE	BY	DESCRIPTION	FIELD DATE	DRAWN BY	TITLE	CLIENT	PROJECT NO.	NO. OF SHEETS
		2/22/2022	PLS	REVISIONS				ALTA/NSPS LAND TITLE SURVEY	40452	2
			PLS	REVISIONS				932 MINERS STREET AND 120 IDAHO STREET	40452	2
			PLS	REVISIONS				SEC 35, T35, R73W OF THE 6TH P.M.	40452	2

SURVEY SHEET
8/18/2021 9:52:48 PM

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS CO 80452

DATE ISSUED: AUGUST 18, 2021
DATE REVISED:
PREPARED BY: SPACE INC
CONTACT: CARLA POKRYWKA C
PHONE: 720.234.6121



ADDITIONAL CONDITIONS OF DEVELOPMENT:

WHEREAS, the City of Idaho Springs, Colorado ("City") recognizes the following conditions are associated with the approval of a Planned Development Agreement for the proposed development of the former Colorado Rail Park and CCED Rail Station in Idaho Springs, Colorado ("IDSPD");

WHEREAS, the City agrees to license the Central Aerial Lift ("CAL") approximately 14,043 sq. ft. as a condition of an approved Final Development Agreement for the IDSPD for the purpose of a particular value determined in conjunction with an approved Final Development Plan, Development Plan and development of the IDSPD for a particular value determined in conjunction with an approved Final Development Plan, Development Plan and development of the IDSPD;

WHEREAS, the IDSPD Owner agrees to Dedicate approximately \$1819.50 in a portion of previously vacated Main Street (EXHIBIT C) back to the City as a portion of an approved Final Development Plan and development of the IDSPD;

WHEREAS, the IDSPD Owner agrees to license their street right of way to a width of 27' feet as used in the underlying Planned Development, for the entire length of the IDSPD to be used for the purpose of the IDSPD;

WHEREAS, the City agrees to City Engineer their street to the extent of the improvements, therefore, is an approved set of development observations, maintaining the actual construction and installation of such improvements and payment for such improvements within a time frame to be set by the City through an agreement with the City Project Impact Fee;

WHEREAS, the IDSPD Owner agrees to pay the City approximately \$1,169.39, a portion of Idaho Street (EXHIBIT C) to the City as a portion of an approved Final Development Plan, Development Plan and development of the IDSPD;

WHEREAS, the City agrees to Vacate approximately 1,551 sq. ft. as a condition of an approved Final Development Plan, Development Plan and development of the IDSPD for a particular value determined in conjunction with an approved Final Development Plan, Development Plan and development of the IDSPD;

WHEREAS, the IDSPD Owner agrees to design, construct, operate, and Dedicate Section of 12,316 sq. ft. of Paved In Area located upon space a

[illegible]

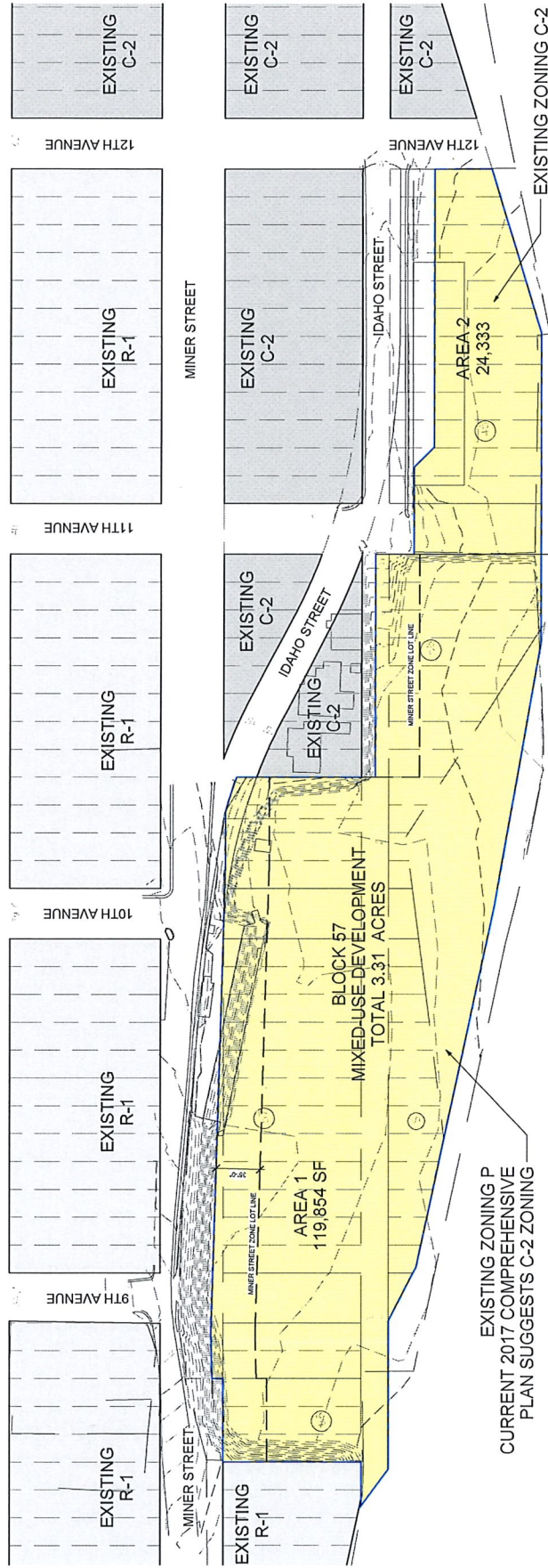
ADDITIONAL ENTITLEMENTS
3 OF 6
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PLANNED DEVELOPMENT **BLOCK 57 MIXED-USE DEVELOPMENT** FORMER GOLDDIGGER FIELD

OWNER:
 CLEAR CREEK SCHOOL DISTRICT
 PO BOX 3339
 IDAHO SPRINGS, CO
 80452

DATE ISSUED: AUGUST 18, 2021
 DATE REVISED:
 PREPARED BY: SPACE INC
 11111 11TH AVENUE
 IDAHO SPRINGS, CO 80452
 PHONE: 720.234.6721

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS, CO 80452



EXISTING ZONING P
 CURRENT 2017 COMPREHENSIVE
 PLAN SUGGESTS C-2 ZONING

1. COIS. REZONING PLAN - GROUND LEVEL SCALE: 1" = 60'-0"

ALLOWED USES:
 All uses shall comply with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

DESIGN:
 The design of the building shall be consistent with the overall design of the development and shall be subject to the approval of the Final Development Plan.

AREA 1 - Mixed-Use:
 C-2 Commercial Use per the City of Idaho Springs Municipal Code and the City of Idaho Springs Comprehensive Plan. The development shall be a mixed-use development that includes residential, commercial, and public uses. The development shall be designed to be pedestrian-friendly and shall include public spaces and amenities. The development shall be subject to the approval of the Final Development Plan.

AREA 2 - Open Space:
 The development shall be designed to be pedestrian-friendly and shall include public spaces and amenities. The development shall be subject to the approval of the Final Development Plan.

LOT SIZE:
 The lot size shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

DESIGN:
 The design of the building shall be consistent with the overall design of the development and shall be subject to the approval of the Final Development Plan.

AREA 1 - Mixed-Use:
 C-2 Commercial Use per the City of Idaho Springs Municipal Code and the City of Idaho Springs Comprehensive Plan. The development shall be a mixed-use development that includes residential, commercial, and public uses. The development shall be designed to be pedestrian-friendly and shall include public spaces and amenities. The development shall be subject to the approval of the Final Development Plan.

AREA 2 - Open Space:
 The development shall be designed to be pedestrian-friendly and shall include public spaces and amenities. The development shall be subject to the approval of the Final Development Plan.

BUILDING COVERAGE:
 The building coverage shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

BUILDING HEIGHT:
 The building height shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

MINER STREET ZONE LOT LINE:
 The Miner Street Zone Lot Line shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

MAXIMUM BUILDING HEIGHT:
 The maximum building height shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

EXCEPTIONS TO BUILDING HEIGHT RULES:
 The following exceptions to the building height rules shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

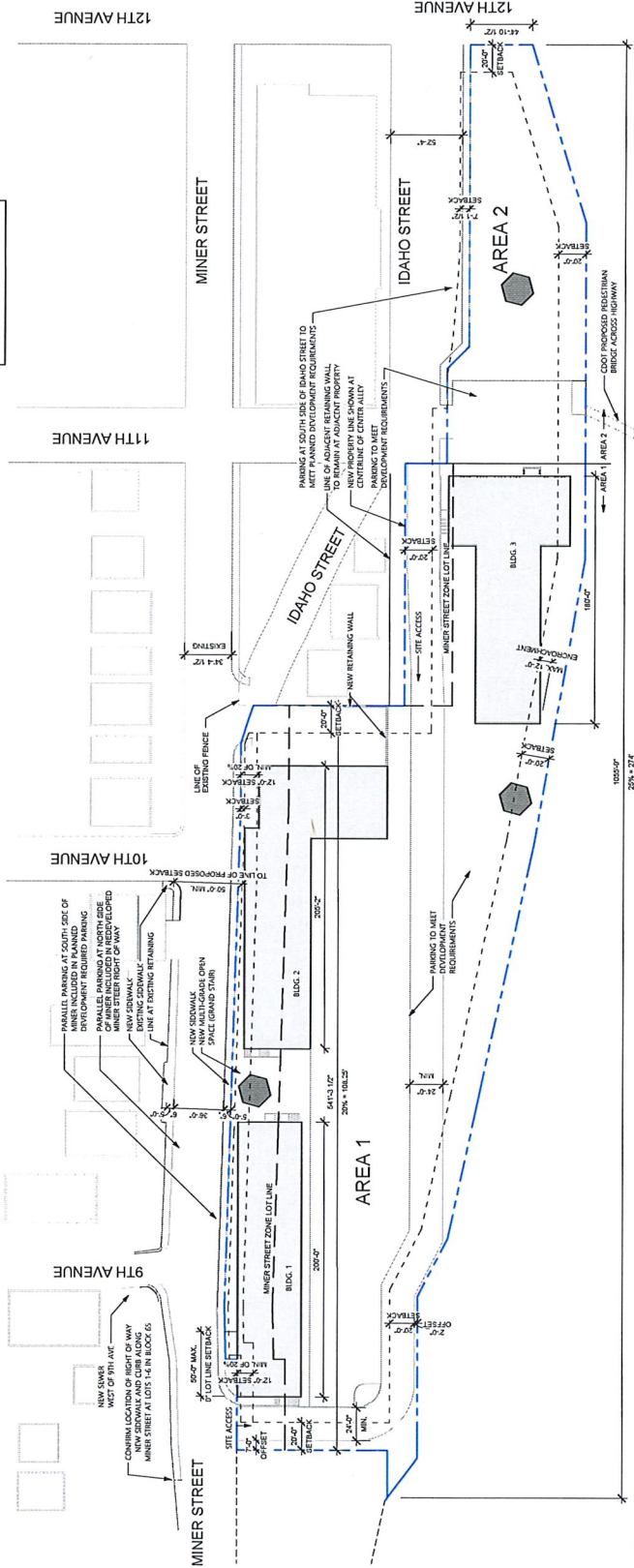
DESIGN STANDARDS:
 The design standards shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

BUILDING MATERIAL AND COLORS:
 The building material and colors shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

BUILDING MASSING AND ARTICULATION:
 The building massing and articulation shall be consistent with the C-2 Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

OWNER: CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
80452

SHEET NOTES:
1. SITE PLAN IS PRELIMINARY. FINAL SITE PLAN UPON APPROVAL OF FINAL DEVELOPMENT PLAN.

[illegible][illegible]

SITE DESIGN

City design plans conform with the landscaping standards set forth in the City of San Jose's *City of San Jose Landscaping Ordinance* and the *City of San Jose's* associated Development Agreement.

- Access to and from the 170 pedestrian bridge shall be maintained per the associated Development Agreement.
- Service areas shall run from West Street downhill to some portion of unit entryways are strongly encouraged.
- Service areas shall be considered where practical.
- Waste enclosures shall be located to reduce their presence from above and reduce the visual impact of waste enclosures.
- Minimize the presence of service and waste enclosures to the pedestrian and Public Spaces.
- Use visually interesting surfaces to enclose and screen waste facilities.
- Use landscaping to screen waste facilities and provide visual connections from surface park to surrounding buildings and public space.
- Provide parking for bicycles.
- Provide Community Space that is multifunctional, optimizing the benefits and uses of the space.

LANDSCAPING

Landscaping shall comply with the landscaping standards set forth in the City of San Jose's *Landscaping Ordinance*, which is hereby incorporated by reference.

An approved landscaping plan shall be approved at the Final Development Approval meeting.

Perimeter landscaping is required.

The minimum width of all landscape areas is two (2) feet.

Landscaping shall be planted with a minimum of 10% of the growing plant palette available with a variety of textures, such as, but not limited to, low growing, groundcover and semi-deciduous trees.

The minimum length of a parking space shall be a minimum length of the automobile plus 10 feet.

Landscaping shall include a minimum of one (1) specimen tree and a minimum of seven (7) shrubs per 100 square feet of curb to back of curb; and

Landscaping shall include trees, bushes, grass or root guards. One tree is required for every 100 square feet of parking space.

Minimum landscape at parking stalls shall equal 1 square foot to every stall.

Example: 200 stalls = a total of 800 square feet. Such landscaping may be located in the center of the lot, along the side of the lot, or in the parking lot from the

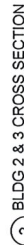
OWNER: CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
80452

DATE ISSUED: AUGUST 18, 2021
DATE REVISED:
PREPARED BY: SPACE INC
CONTACT: CARLA POKRYWKA COLE
PHONE: 720.234.6121

DATE ISSUED: AUGUST 18, 2021
DATE REVISED:
PREPARED BY: SPACE INC
CONTACT: CARLA POKRYWKA C
PHONE: 720.234.6121



SCALE: 1/16" = 1'-0"



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No.18, Series 2021

AN ORDINANCE CONDITIONALLY VACATING PORTIONS OF 11TH AVENUE, IDAHO STREET AND AN ALLEYWAY IN THE VICINITY OF BLOCKS 45, 55, 56, 57, 66 AND S OF THE CITY OF IDAHO SPRINGS, COLORADO

WHEREAS, certain portions of 11th Avenue, Idaho Street and a platted alleyway in the vicinity of Blocks 45, 55, 56, 57, 66 and S of the City of Idaho Springs, Colorado, as more particularly described and illustrated in **Exhibit A** attached hereto (the “ROW Area” – labeled as Exhibits A, B and D on the exhibit page), are not presently necessary to provide property in the area with access to the public street system; and

WHEREAS, the ROW Area is not presently used for the location of utilities, and the Idaho Springs City Council (“City Council”) does not project that such use of the ROW Area for utilities will be needed in the future; and

WHEREAS, some of the ROW Area traverses the former public high school football field (“Gold Digger Field”) and is still currently owned by the Clear Creek School District RE-1 (“School District”); and

WHEREAS, the School District, together with Four Points Funding, LLC (“Four Points”), as the potential buyer of Gold Digger Field, have filed applications seeking City approvals for a variety of development approvals, including a Planned Development (PD) zoning designation for the former ball field and surrounding areas; and

WHEREAS, the PD application proposes to include and incorporate the ROW Area within the territory of the Planned Development; and

WHEREAS, the City Council finds that the vacation and inclusion of the ROW Area within an approved PD development of the property would be a reasonable and productive use of the ROW Area and would not impede any projected public need or use of the area in the future for transportation, street access or other public purposes; and

WHEREAS, the City Council further finds that the vacation of right-of-way is a legislative act and that the Council may attach reasonable conditions to right-of-way vacation; and

WHEREAS, the City Council finds that the vacation of the ROW Area to allow its inclusion into a comprehensive zoning and development plan for the entirety of the area is logical, desirable and would not frustrate any public purpose, but only on the condition that the proposed vacation become effective only upon the effective date of approval of the PD zoning designation.

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 incorporated herein by reference as findings and determinations of the City Council.

Section 2. Those areas of 11th Avenue, Idaho Street and the alley way in the vicinity of Blocks 45, 55, 56, 57, 66 and S of the City of Idaho Springs, Colorado, as more particularly described and illustrated in **Exhibit A**, attached hereto and incorporated herein by reference, are hereby vacated upon the following **CONDITIONS**:

1. Four Points and the School District shall obtain approval of a PD zoning designation that includes and incorporates the proposed vacated ROW Areas.
2. Portions of Miner Street and Idaho Street in and around the proposed PD development (illustrated and labeled as Exhibit C in the attached exhibit sheet) shall be re-dedicated to the City for public use as rights of way and platted as rights-of-way once again through the subdivision process.
3. Four Points and/or the School District shall convey to the City by warranty deed or permanently deed restrict an area within the PD development of approximately commensurate size to the vacated ROW Areas for public park purposes. The form of such dedication, deed or deed restriction shall be in a form approved by the City prior to execution and recording.
4. Four Points and/or the School District shall compensate the City for the vacated ROW Areas in the amount of \$_____.
5. These conditions precedent must be fully satisfied no later than December 31, 2021.

Should these conditions fail to be timely satisfied, the vacation approved by this Ordinance shall be null and void, and no record of the same shall be recorded with the County Clerk and Recorder.

Section 3. Upon the recording of this Ordinance and Exhibit pursuant to Section 4 below, title to the ROW Area vacated by this Ordinance shall vest in the owners of the land abutting said vacated portion by operation of law, specifically: C.R.S. § 43-2-302(1)(b).

Section 4. On January 1, 2022, or sooner if the circumstances allow, the City Clerk is hereby directed to verify that the conditions of vacation set forth in Section 2 of this Ordinance have been timely satisfied. If the City Clerk finds that said conditions were timely satisfied, she is further directed to record a copy of this Ordinance with the Clear Creek County Clerk and Recorder's office as required by C.R.S. § 43-1-202.7, without undue delay.

INTRODUCED, READ, AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

[Illustration of proposed vacated ROW Area + areas to be re-dedicated as ROW + public park area]

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado
Ordinance No 12, Series 2021

AN ORDINANCE AMENDING SECTIONS 2-51, 2-53 AND 2-56 OF THE IDAHO SPRINGS MUNICIPAL CODE TO ADDRESS THE CREATION OF A DEPUTY CITY CLERK POSITION AND TO CLARIFY OTHER POSITIONS AND REPORTING STRUCTURES WITHIN THE ADMINISTRATION DEPARTMENT

WHEREAS, by Ordinance No. 9, Series 2021, the Idaho Springs City Council (“City Council”) has acted to clarify the duties and scope of authority of the City Clerk commencing with the November 2021 regular municipal election; and

WHEREAS, as a part of that refinement of City Clerk duties and functions, the City Council has contemplated the creation of an appointed City employee position of Deputy City Clerk; and

WHEREAS, the City Council therefore desires to amend certain sections of Chapter 2 of the Idaho Springs Municipal Code (“Code”) to designate the Deputy City Clerk position as within the Administration Department and to clarify other positions and reporting structures within such Department that have evolved over time.

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

Section 1. Subsection 2-51(A) of the Idaho Springs Municipal Code, concerning the personnel within the Administration Department, is hereby amended as follows:

Sec. 2-51. - Organization; responsibilities.

(A) The Administration Department shall consist of the City Administrator, the Assistant City Administrator, the Deputy City Clerk, one (1) or more administrative clerks ~~seeretaries~~, the Building Official, the City Planner, the Deputy Treasurer, Municipal Court Clerk, and such other persons as the City Council shall deem necessary for the good government of the City.

Section 2. Section 2-53 of the Idaho Springs Municipal Code, concerning the duties of the City Administrator, is hereby amended as follows:

Sec. 2-53. - City Administrator.

(A) The City Administrator shall be an officer of the City who shall be selected and appointed by the City Council pursuant to Section 2-4 above, solely on the basis of professional experience and qualifications.

- (B) The City Administrator shall be the chief administrative officer of the City, and shall have and exercise managerial and supervisory authority over ~~the administrative secretaries, the Building Official, the City Planner, Municipal Court Clerk, and any other~~ all persons employed or designated as members of the Administration Department.
- (C) The City Administrator shall be directly responsible to the Mayor for day-to-day operations and to the City Council in matters of policy and for the efficient and effective performance of the duties and responsibilities assigned to the Administration Department in Subsection 2-51(B) above.
- (D) The City Administrator shall have the power and authority to hire, discipline and terminate the employment of all employees of the Administration Department; provided, however, that the City Council may countermand or set aside any personnel action taken by the City Administrator at any time.
- (E) In addition to discharging the responsibilities imposed upon the City Administrator by Subsections (B) and (C) above, the City Administrator shall perform the following duties. The City Administrator may delegate any duty or responsibility to one or more designees; however, it remains the ultimate duty and responsibility of the Administrator to ensure that each is properly performed:
- (1) Attend all scheduled Council meetings and work sessions, participate in discussions and make recommendations to City Council. Provide administrative updates for all Council meetings.
 - (2) Ensure the implementation of City Council policies and directives.
 - (3) Prepare and recommend an annual budget to the Council.
 - (4) File Approved Budget and Certification of Mil Levy with DOLA and state as required.
 - (5) In cooperation with the City Treasurer, monitor budgetary and fiscal control through accepted fiscal and accounting procedures including familiarity with financial software and training. Act as a liaison between the elected City Treasurer and the Deputy Treasurer and manage their coordination.
 - (6) In cooperation with the City Clerk, ensure the proper performance of all Clerk duties and functions required by state law, this Code and City ordinances. Act as a liaison between the elected City Clerk and the Deputy City Clerk and manage their coordination.
 - (7) Monitor to ensure compliance with the City's Purchasing Policy.

(8 7) Ensure that all department heads are performing employee performance measurements and that these are incorporated into the budget planning process.

(9 8) Oversee Human Resources activities for the City in cooperation with department heads. Serve as support to Personnel Review Board and Administrative Committees. Maintain confidential personnel files. Informs permanent/full time employees of available benefits.

(10 9) Responsible for oversight of the City's insurance coverage for property casualty and workers compensation, annual renewal and claims reporting and all correspondence regarding such.

(11 10) Serve as safety coordinator.

(12 11) Maintain the employee handbook; recommend updates to the City Council for adoption.

(13 12) Attend appropriate meetings of organizations whose activities may affect the operation of the City. Provide the City Council with updates of these organizational activities.

(14 13) Coordinate Public Relations activities for the City. Duties include but are not limited to performing citizen outreach and intergovernmental relations activities for the City and providing liaison with various intergovernmental agencies, civic groups, and the public.

(15 14) Coordinate staff support to City Council, including composing and editing correspondence, informational surveys, reports studies, scheduling appointments, researching records and investigations.

(16 15) Supervise the City Planner, Deputy City Clerk and Deputy Treasurer/Municipal Court Clerk. Serve as primary contact with the Building Official, City Attorney, City Engineer, Finance Officer, and any other professional service contractor engaged by the City. Research and advise the Council on grants and other financial techniques and strategies.

(17 16) Write grant applications. Administer grants, if funded, in accordance with contracting agency. Monitor that grant projects are done within the scope of services and in a timely manner.

(18 17) Assist with special projects and studies when necessary.

(19 18) Develop, review, implement and update various City guidelines and plans in conjunction with other departments and the City Council. This includes bi-annual compensation plan, 5-year capital improvement plan, etc.

(20 19) Monitor water rights with attorney. Responsible for billing water leases payments.

(210) Other duties as may be required by the ordinances of the City.

(224) Perform any additional duties as directed by the Mayor or City Council.

Section 3. Section 2-56 of the Code, concerning Code Compliance Officers, is hereby moved to Article VII of Chapter 2, concerning the Police Department, renumbered as Code Section 2-78, and amended as follows:

Sec. 2-56 78. - Code Compliance Officers.

(A) For purposes of this Code, a code compliance officer means an employee of the ~~Police Administration~~ Department who is not a police officer, as defined by Code Section 2-74, and who is a specialist designated to enforce Chapters 10 and 16 of this Code, Code Section 15-55 concerning abandoned vehicles, and all parking regulations of the City. By virtue of their exclusion from the ranks of police officers, code compliance officers are not authorized to enforce all the laws of the State or all of the laws of the City.

(B) Authority. Code compliance officers are authorized to investigate, issue and serve summonses and complaints only for offenses committed in violation of the particular Code sections and regulations they are empowered to enforce.

(C) Restrictions. The aforementioned limitations do not permit code compliance officers to carry firearms while engaged in the performance of their duties, make arrests or exercise any other duty of police officers not specifically authorized by this Section.

Section 4. 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 5. 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 Council of the City of Idaho Springs, Colorado on the 26th day of July, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado
Ordinance No. 13, Series 2021

AN ORDINANCE AMENDING CHAPTER 2 OF THE IDAHO SPRINGS MUNICIPAL CODE TO TRANSFER GENERAL OVERSIGHT AND MANAGEMENT OF ALL DEPARTMENT HEADS TO THE CITY ADMINISTRATOR AND TO CODIFY THE ORGANIZATION AND DUTIES OF THE WATER/WASTEWATER DEPARTMENT

WHEREAS, by Ordinance No. 9, Series 2021, the Idaho Springs City Council (“City Council”) has acted to clarify the duties and scope of authority of the City Clerk commencing with the November 2021 regular municipal election; and

WHEREAS, as a result of that refinement of City Clerk duties and functions, City Staff and the City Council have undertaken a comprehensive review of the managerial and supervisory structure of City staff, including City Department Heads; and

WHEREAS, that comprehensive review has lead Staff to recommend a change in the general day to day oversight and management of Department Heads, to transfer that responsibility from the City Council to the City Administrator; and

WHEREAS, the City Council finds that transferring such general oversight to the City Administrator would likely be more direct and efficient than the oversight and management that the Council can provide on a semi-monthly basis at regular City Council meetings; and

WHEREAS, the City Council therefore desires to amend certain provisions of Chapter 2 of the Idaho Springs Municipal Code to reflect this change in reporting and management structure, as further set forth herein; and

WHEREAS, the City Council further desires to codify the existence, organization and responsibilities of the Water/Wastewater Department under Chapter 2 of the Code, as has been done for every other City Department.

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

Section 1. Section 2-5 of the Code, concerning City Departments, is hereby amended as follows:

Sec. 2-5. - Departments established.

The departments listed below are hereby established, and the functions of the City government shall be divided into and allocated among them as provided in this Chapter:

- (1) Administration.
- (2) Public Works.
- (3) Police.
- (4) Water / Wastewater

Section 2. Subsection 2-62 of the Idaho Springs Municipal Code, concerning the person designated by the City Council to oversee the Public Works Department, is hereby amended as follows:

Sec. 2-62. - Designation; responsibilities.

(A) The person designated by the City Council to oversee the Public Works Department operations shall be an employee of the City, selected and appointed by the City Council solely on the basis of professional experience and qualifications.

(B) The person so designated shall be responsible to the City Administrator ~~Mayor~~ for day-to-day operations ~~and to the City Council in matters of policy~~ and for the efficient and effective performance of the duties and responsibilities assigned to the Public Works Department in Subsection 2-61(B) above ~~and to the City Council in matters of policy~~. While the City Administrator exercises general oversight and supervision of this person, the City Council retains the authority to hire, discipline and terminate such person.

(C) The person so designated shall have the power and authority to hire, discipline and terminate the employment of all employees of the Public Works Department under his or her supervision; provided, however, that the City Administrator ~~Council~~ may countermand or set aside any personnel action taken at any time.

Section 3. Section 2-72 of the Idaho Springs Municipal Code, concerning the duties of the Chief of Police, is hereby amended as follows:

Sec. 2-72. - Chief of Police.

(A) The Chief of Police shall be an officer of the City, who shall be selected and appointed by the City Council pursuant to Section 2-4 above solely on the basis of professional experience and qualifications. The Chief of Police shall additionally be certified as a peace officer pursuant to the laws of the State.

(B) In addition to those duties imposed upon chiefs of police by the laws of the State, the Chief of Police shall be responsible to the City Administrator ~~Mayor~~ for day-to-day operations ~~and to the City Council in matters of policy~~ and for the efficient and effective performance of the duties and responsibilities assigned to the Police Department in Subsection 2-71(B) above ~~and to the City Council in matters of policy~~. While the City Administrator exercises general oversight and

supervision of the Chief of Police, the City Council retains the authority to hire, discipline and terminate the Chief. He or she shall be the official custodian of all criminal justice records of the City, shall investigate all violations of law, orders, rules and regulations or any other misconduct on the part of department personnel and shall report promptly and fully concerning such investigations to the Mayor and City Council.

(C) The Chief of Police shall have all powers conferred upon peace officers by the laws of the State and this Code.

(D) The Chief of Police shall have the power and authority to hire, discipline and terminate the employment of all employees of the Police Department; provided, however, that the City Administrator ~~Council~~ may countermand or set aside any personnel action taken by the Chief of Police at any time.

Section 4. Chapter 2 of the Code, concerning City Administration and Personnel, is amended by the addition of a new Article VIII, to read in its entirety as follows:

ARTICLE VIII – Water / Wastewater Department

Sec. 2-91. - Organization; responsibilities.

(A) The Water / Wastewater Department shall consist of a person designated by the City Council from time to time to oversee the operations of the Water / Wastewater Department and such other persons as the City Council shall deem necessary for the good government of the City.

(B) The Water / Wastewater Department shall be managed by such designated person and shall have the following responsibilities:

- (1) The Department must maintain at all times an Operator in Responsible Charge (ORC) in compliance with Regulation 100, CRS of the Colorado Primary Drinking Water Regulations. The ORC may be a City employee or an individual or firm serving the City as an independent contractor.
- (2) Prepare and timely submit to the City Administrator a written preliminary budget request for the Water / Wastewater Department and administer the adopted annual budget.
- (3) Exercise proper care and custody of water and waste water facilities, prepare and maintain inventories of the same, and account for the same as required by City Council.
- (4) Attend scheduled Council meetings and necessary work sessions, participate in discussion and make recommendations to City Council. Provide Water / Wastewater Department update for all Council meetings.

- (5) Maintain, repair and service all equipment within the Water / Wastewater Department.
- (6) Maintain and preserve all records of engineering work performed at the Water and Wastewater Plants by or for the City.
- (7) Maintain a safety-training program as required by the City's insurance carrier.
- (8) Prepare and maintain essential records and reports as required by governing agencies.
- (9) Coordinate with regulatory agencies on current and proposed programs and pending regulatory updates and changes.
- (10) Coordinate with the person overseeing the Public Works Department regarding the planning, design, administration, and maintenance of the water and sewer utilities of the City.
- (11) Perform such other duties as may be prescribed by the Mayor and City Council.

Sec. 2-92. - Designation; responsibilities.

(A) The person designated by the City Council to oversee the Water / Wastewater Department operations shall be an employee of the City, selected and appointed by the City Council solely on the basis of professional experience and qualifications.

(B) The person so designated shall be responsible to the City Administrator for day-to-day operations and for the efficient and effective performance of the duties and responsibilities assigned to the Water / Wastewater Department in Subsection 2-91(B) above and to the City Council in matters of policy.

(C) The person so designated shall have the power and authority to hire, discipline and terminate the employment of all employees of the Water / Wastewater Department under his or her supervision; provided, however, that the City Administrator may countermand or set aside any personnel action taken at any time.

Sec. 2-93. - Rules and regulations.

The Water / Wastewater Department shall be operated and managed in accordance with such rules and regulations as may from time to time be prepared and recommended by the person designated to oversee the operations of the Water

/ Wastewater Department and approved by the City Council.

Section 5. 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 6. 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 Council of the City of Idaho Springs, Colorado on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

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

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado
Ordinance No 12, Series 2021

AN ORDINANCE AMENDING SECTIONS 2-51, 2-53 AND 2-56 OF THE IDAHO SPRINGS MUNICIPAL CODE TO ADDRESS THE CREATION OF A DEPUTY CITY CLERK POSITION AND TO CLARIFY OTHER POSITIONS AND REPORTING STRUCTURES WITHIN THE ADMINISTRATION DEPARTMENT

WHEREAS, by Ordinance No. 9, Series 2021, the Idaho Springs City Council (“City Council”) has acted to clarify the duties and scope of authority of the City Clerk commencing with the November 2021 regular municipal election; and

WHEREAS, as a part of that refinement of City Clerk duties and functions, the City Council has contemplated the creation of an appointed City employee position of Deputy City Clerk; and

WHEREAS, the City Council therefore desires to amend certain sections of Chapter 2 of the Idaho Springs Municipal Code (“Code”) to designate the Deputy City Clerk position as within the Administration Department and to clarify other positions and reporting structures within such Department that have evolved over time.

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

Section 1. Subsection 2-51(A) of the Idaho Springs Municipal Code, concerning the personnel within the Administration Department, is hereby amended as follows:

Sec. 2-51. - Organization; responsibilities.

(A) The Administration Department shall consist of the City Administrator, the Assistant City Administrator, the Deputy City Clerk, one (1) or more administrative clerks ~~secretaries~~, the Building Official, the City Planner, the Deputy Treasurer, Municipal Court Clerk, and such other persons as the City Council shall deem necessary for the good government of the City.

Section 2. Section 2-53 of the Idaho Springs Municipal Code, concerning the duties of the City Administrator, is hereby amended as follows:

Sec. 2-53. - City Administrator.

(A) The City Administrator shall be an officer of the City who shall be selected and appointed by the City Council pursuant to Section 2-4 above, solely on the basis of professional experience and qualifications.

- (B) The City Administrator shall be the chief administrative officer of the City, and shall have and exercise managerial and supervisory authority over ~~the administrative secretaries, the Building Official, the City Planner, Municipal Court Clerk, and any other~~ all persons employed or designated as members of the Administration Department.
- (C) The City Administrator shall be directly responsible to the Mayor for day-to-day operations and to the City Council in matters of policy and for the efficient and effective performance of the duties and responsibilities assigned to the Administration Department in Subsection 2-51(B) above.
- (D) The City Administrator shall have the power and authority to hire, discipline and terminate the employment of all employees of the Administration Department; provided, however, that the City Council may countermand or set aside any personnel action taken by the City Administrator at any time.
- (E) In addition to discharging the responsibilities imposed upon the City Administrator by Subsections (B) and (C) above, the City Administrator shall perform the following duties. The City Administrator may delegate any duty or responsibility to one or more designees; however, it remains the ultimate duty and responsibility of the Administrator to ensure that each is properly performed:
- (1) Attend all scheduled Council meetings and work sessions, participate in discussions and make recommendations to City Council. Provide administrative updates for all Council meetings.
 - (2) Ensure the implementation of City Council policies and directives.
 - (3) Prepare and recommend an annual budget to the Council.
 - (4) File Approved Budget and Certification of Mil Levy with DOLA and state as required.
 - (5) In cooperation with the City Treasurer, monitor budgetary and fiscal control through accepted fiscal and accounting procedures including familiarity with financial software and training. Act as a liaison between the elected City Treasurer and the Deputy Treasurer and manage their coordination.
 - (6) In cooperation with the City Clerk, ensure the proper performance of all Clerk duties and functions required by state law, this Code and City ordinances. Act as a liaison between the elected City Clerk and the Deputy City Clerk and manage their coordination.
 - (7) Monitor to ensure compliance with the City's Purchasing Policy.

(8 7) Ensure that all department heads are performing employee performance measurements and that these are incorporated into the budget planning process.

(9 8) Oversee Human Resources activities for the City in cooperation with department heads. Serve as support to Personnel Review Board and Administrative Committees. Maintain confidential personnel files. Informs permanent/full time employees of available benefits.

(10 9) Responsible for oversight of the City's insurance coverage for property casualty and workers compensation, annual renewal and claims reporting and all correspondence regarding such.

(11 10) Serve as safety coordinator.

(12 11) Maintain the employee handbook; recommend updates to the City Council for adoption.

(13 12) Attend appropriate meetings of organizations whose activities may affect the operation of the City. Provide the City Council with updates of these organizational activities.

(14 13) Coordinate Public Relations activities for the City. Duties include but are not limited to performing citizen outreach and intergovernmental relations activities for the City and providing liaison with various intergovernmental agencies, civic groups, and the public.

(15 14) Coordinate staff support to City Council, including composing and editing correspondence, informational surveys, reports studies, scheduling appointments, researching records and investigations.

(16 15) Supervise the City Planner, Deputy City Clerk and Deputy Treasurer/Municipal Court Clerk. Serve as primary contact with the Building Official, City Attorney, City Engineer, Finance Officer, and any other professional service contractor engaged by the City. Research and advise the Council on grants and other financial techniques and strategies.

(17 16) Write grant applications. Administer grants, if funded, in accordance with contracting agency. Monitor that grant projects are done within the scope of services and in a timely manner.

(18 17) Assist with special projects and studies when necessary.

(19 18) Develop, review, implement and update various City guidelines and plans in conjunction with other departments and the City Council. This includes bi-annual compensation plan, 5-year capital improvement plan, etc.

(20 19) Monitor water rights with attorney. Responsible for billing water leases payments.

(210) Other duties as may be required by the ordinances of the City.

(224) Perform any additional duties as directed by the Mayor or City Council.

Section 3. Section 2-56 of the Code, concerning Code Compliance Officers, is hereby moved to Article VII of Chapter 2, concerning the Police Department, renumbered as Code Section 2-78, and amended as follows:

Sec. 2-56 78. - Code Compliance Officers.

(A) For purposes of this Code, a code compliance officer means an employee of the Police Administration Department who is not a police officer, as defined by Code Section 2-74, and who is a specialist designated to enforce Chapters 10 and 16 of this Code, Code Section 15-55 concerning abandoned vehicles, and all parking regulations of the City. By virtue of their exclusion from the ranks of police officers, code compliance officers are not authorized to enforce all the laws of the State or all of the laws of the City.

(B) Authority. Code compliance officers are authorized to investigate, issue and serve summonses and complaints only for offenses committed in violation of the particular Code sections and regulations they are empowered to enforce.

(C) Restrictions. The aforementioned limitations do not permit code compliance officers to carry firearms while engaged in the performance of their duties, make arrests or exercise any other duty of police officers not specifically authorized by this Section.

Section 4. 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 5. 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 Council of the City of Idaho Springs, Colorado on the 26th day of July, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado
Ordinance No. 13, Series 2021

AN ORDINANCE AMENDING CHAPTER 2 OF THE IDAHO SPRINGS MUNICIPAL CODE TO TRANSFER GENERAL OVERSIGHT AND MANAGEMENT OF ALL DEPARTMENT HEADS TO THE CITY ADMINISTRATOR AND TO CODIFY THE ORGANIZATION AND DUTIES OF THE WATER/WASTEWATER DEPARTMENT

WHEREAS, by Ordinance No. 9, Series 2021, the Idaho Springs City Council (“City Council”) has acted to clarify the duties and scope of authority of the City Clerk commencing with the November 2021 regular municipal election; and

WHEREAS, as a result of that refinement of City Clerk duties and functions, City Staff and the City Council have undertaken a comprehensive review of the managerial and supervisory structure of City staff, including City Department Heads; and

WHEREAS, that comprehensive review has lead Staff to recommend a change in the general day to day oversight and management of Department Heads, to transfer that responsibility from the City Council to the City Administrator; and

WHEREAS, the City Council finds that transferring such general oversight to the City Administrator would likely be more direct and efficient than the oversight and management that the Council can provide on a semi-monthly basis at regular City Council meetings; and

WHEREAS, the City Council therefore desires to amend certain provisions of Chapter 2 of the Idaho Springs Municipal Code to reflect this change in reporting and management structure, as further set forth herein; and

WHEREAS, the City Council further desires to codify the existence, organization and responsibilities of the Water/Wastewater Department under Chapter 2 of the Code, as has been done for every other City Department.

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

Section 1. Section 2-5 of the Code, concerning City Departments, is hereby amended as follows:

Sec. 2-5. - Departments established.

The departments listed below are hereby established, and the functions of the City government shall be divided into and allocated among them as provided in this Chapter:

- (1) Administration.
- (2) Public Works.
- (3) Police.
- (4) Water / Wastewater

Section 2. Subsection 2-62 of the Idaho Springs Municipal Code, concerning the person designated by the City Council to oversee the Public Works Department, is hereby amended as follows:

Sec. 2-62. - Designation; responsibilities.

(A) The person designated by the City Council to oversee the Public Works Department operations shall be an employee of the City, selected and appointed by the City Council solely on the basis of professional experience and qualifications.

(B) The person so designated shall be responsible to the City Administrator ~~Mayor~~ for day-to-day operations ~~and to the City Council in matters of policy~~ and for the efficient and effective performance of the duties and responsibilities assigned to the Public Works Department in Subsection 2-61(B) above and to the City Council in matters of policy. While the City Administrator exercises general oversight and supervision of this person, the City Council retains the authority to hire, discipline and terminate such person.

(C) The person so designated shall have the power and authority to hire, discipline and terminate the employment of all employees of the Public Works Department under his or her supervision; provided, however, that the City Administrator ~~Council~~ may countermand or set aside any personnel action taken at any time.

Section 3. Section 2-72 of the Idaho Springs Municipal Code, concerning the duties of the Chief of Police, is hereby amended as follows:

Sec. 2-72. - Chief of Police.

(A) The Chief of Police shall be an officer of the City, who shall be selected and appointed by the City Council pursuant to Section 2-4 above solely on the basis of professional experience and qualifications. The Chief of Police shall additionally be certified as a peace officer pursuant to the laws of the State.

(B) In addition to those duties imposed upon chiefs of police by the laws of the State, the Chief of Police shall be responsible to the City Administrator ~~Mayor~~ for day-to-day operations ~~and to the City Council in matters of policy~~ and for the efficient and effective performance of the duties and responsibilities assigned to the Police Department in Subsection 2-71(B) above and to the City Council in matters of policy. While the City Administrator exercises general oversight and

supervision of the Chief of Police, the City Council retains the authority to hire, discipline and terminate the Chief. He or she shall be the official custodian of all criminal justice records of the City, shall investigate all violations of law, orders, rules and regulations or any other misconduct on the part of department personnel and shall report promptly and fully concerning such investigations to the Mayor and City Council.

(C) The Chief of Police shall have all powers conferred upon peace officers by the laws of the State and this Code.

(D) The Chief of Police shall have the power and authority to hire, discipline and terminate the employment of all employees of the Police Department; provided, however, that the City Administrator ~~Council~~ may countermand or set aside any personnel action taken by the Chief of Police at any time.

Section 4. Chapter 2 of the Code, concerning City Administration and Personnel, is amended by the addition of a new Article VIII, to read in its entirety as follows:

ARTICLE VIII – Water / Wastewater Department

Sec. 2-91. - Organization; responsibilities.

(A) The Water / Wastewater Department shall consist of a person designated by the City Council from time to time to oversee the operations of the Water / Wastewater Department and such other persons as the City Council shall deem necessary for the good government of the City.

(B) The Water / Wastewater Department shall be managed by such designated person and shall have the following responsibilities:

- (1) The Department must maintain at all times an Operator in Responsible Charge (ORC) in compliance with Regulation 100, CRS of the Colorado Primary Drinking Water Regulations. The ORC may be a City employee or an individual or firm serving the City as an independent contractor.
- (2) Prepare and timely submit to the City Administrator a written preliminary budget request for the Water / Wastewater Department and administer the adopted annual budget.
- (3) Exercise proper care and custody of water and waste water facilities, prepare and maintain inventories of the same, and account for the same as required by City Council.
- (4) Attend scheduled Council meetings and necessary work sessions, participate in discussion and make recommendations to City Council. Provide Water / Wastewater Department update for all Council meetings.

- (5) Maintain, repair and service all equipment within the Water / Wastewater Department.
- (6) Maintain and preserve all records of engineering work performed at the Water and Wastewater Plants by or for the City.
- (7) Maintain a safety-training program as required by the City's insurance carrier.
- (8) Prepare and maintain essential records and reports as required by governing agencies.
- (9) Coordinate with regulatory agencies on current and proposed programs and pending regulatory updates and changes.
- (10) Coordinate with the person overseeing the Public Works Department regarding the planning, design, administration, and maintenance of the water and sewer utilities of the City.
- (11) Perform such other duties as may be prescribed by the Mayor and City Council.

Sec. 2-92. - Designation; responsibilities.

(A) The person designated by the City Council to oversee the Water / Wastewater Department operations shall be an employee of the City, selected and appointed by the City Council solely on the basis of professional experience and qualifications.

(B) The person so designated shall be responsible to the City Administrator for day-to-day operations and for the efficient and effective performance of the duties and responsibilities assigned to the Water / Wastewater Department in Subsection 2-91(B) above and to the City Council in matters of policy.

(C) The person so designated shall have the power and authority to hire, discipline and terminate the employment of all employees of the Water / Wastewater Department under his or her supervision; provided, however, that the City Administrator may countermand or set aside any personnel action taken at any time.

Sec. 2-93. - Rules and regulations.

The Water / Wastewater Department shall be operated and managed in accordance with such rules and regulations as may from time to time be prepared and recommended by the person designated to oversee the operations of the Water

/ Wastewater Department and approved by the City Council.

Section 5. 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 6. 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 Council of the City of Idaho Springs, Colorado on the 26th day of July, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

City of Idaho Springs

City Council Communication



Meeting Date: August 23, 2021

Presented By: Jonathan Cain, Assistant City Administrator

Item: Bids received for Library Landscape Project

Background

On April 20, 2021, the Historic Preservation Review Commission (HPRC) approved a Certificate of Appropriateness (COA) for the Library Park Improvement Plans at the City-owned Plummer-Robbins Park adjacent to the historic Carnegie Library. These Plans were prepared by Hoehn Architects in coordination with the Clear Creek Library District.

On May 24, 2021, City Council adopted Resolution 9 approving an updated agreement for the operation and maintenance of the Idaho Springs Public Library. Revisions included the City assuming the costs of any major landscape redesign, or other changes to the Library Building grounds, such work to be determined and implemented exclusively by the City.

On July 12, 2021, City Council reviewed the final plans for the project, and the plans were then sent to the Historic Sites and Facilities (HSF) Committee and to History Colorado for review and comment. History Colorado approved the updated plans on July 29, 2021.

On July 30, 2021, the City published a request for proposals (RFP) the with a submission deadline of August 17, 2021. Two bids were received for the Library Landscape Project and are attached to this staff report.

Proposal Evaluation

Proposals were evaluated on August 18, 2021 by City Administrator Andrew Marsh, City Planner Jerad Chipman, Public Works Director John Bordoni, Assistant City Administrator Jonathan Cain, and Kris and Tim Hoehn, the architects who developed the plans. The group evaluated the proposals utilizing the following metrics: experience, project timeline, and cost.

Spectrum General Contractors has extensive professional experience working on similar projects and on historic preservation projects. Its bid is \$354,279.65 with construction estimated to take 180 days.

Arrow J Landscape and Design, Inc also has extensive professional experience working on similar projects, including recently completing the Carlson Elementary School playground and landscape improvement project. Its bid is \$306,535.00 with construction estimated to take 120 days.

While Staff believes that both contractors are well qualified to complete this project, Arrow J Landscape and Design can complete the project more quickly and at lower cost

Staff Recommendation

City Council select Arrow J Landscape and Design, Inc. to complete the Library Park Improvements project for \$306,535.00

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 41 13 Bid Form

Date 8/17/2021

To: City of Idaho Springs
1711 Miner Street
P.O. Box 907
Idaho Springs, Colorado 80452
Attention: Mr. Andrew Marsh
Tel.: 303-567-4421 Ext. 121

Re: Idaho Springs Public Library – Library Park Site Improvements

City of Idaho Springs:

The undersigned, having carefully examined the General Conditions of the Contract, the Drawings and Specifications for construction of the above named project, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes, permit fees, and other costs necessary to complete the construction in strict conformity with the said Documents and Addenda, if any, numbered as follows:

IS Library Park Dwgs_20210721_Permit Construction

IS Library Park Specs_20210721_Permit Construction

Base Bid: (All work described)

Lump Sum Amount Three Hundred Fifty Four Thousand Two Hundred Seventy Nine Dollars and Sixt Five Cents
\$354,279.65

Note: One VE option is to replace the rivetted guardrail with heavy guage Woven Wire panel. This can save \$26,000.

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Section 00 41 13 Bid Form

Part 1 – ITEMIZED PROPOSAL

The undersigned has attached to this form an itemized breakdown of all trades listed in CSI format, including cost per item, Contractor's General Conditions, profit, and overhead.

Part 2 – BOND

The undersigned agrees that the acceptance of this Proposal will be contingent upon the Contractor's ability to qualify, prior to the execution of a Contract, for a Bond in the full amount of the Contract, written by a Surety company approved by the City of Idaho Springs. This Bond shall guarantee the full, complete and faithful performance of the Contract, and payment in full of all claims and liens for labor, material and services performed in connection therewith. The cost of such Bond shall be included in the Contractor's Proposal.

The undersigned hereby states that the cost of a Bond, as above described, will not exceed an amount equal to percent (1.25%) of the contract sum. The undersigned further states that the balance of the Bond capacity of his firm will approximate the sum of Four Thousand Three Hundred Dollars (\$ 4,300) as of the date of and prior to the acceptance of this Proposal.

Part 3 – COMMENCEMENT OF CONSTRUCTION

If this Proposal is accepted, the undersigned agrees to commence construction within seven (7) calendar days from date of receiving Notice to Proceed with the Work or at a time agreed upon by both parties.

Part 4 – TIME OF COMPLETION

The undersigned further agrees to complete the construction hereunder within One Hundred Eighty (180) calendar days from the date of the Notice to Proceed with the Work, in accordance with applicable provisions of the General Conditions and the Contract.

Note: the construction schedule is anticipated to be 2.5-3 months. However, masonry should not be performed in cold temps.

Part 5 – LIST OF SUBCONTRACTORS

The undersigned agrees, if notified of the acceptance of this Proposal, to furnish to the City of Idaho Springs, through the Architect, a list of the names, addresses, and telephone numbers of all Subcontractors and Vendors with whom he intends to enter into contracts for the execution of principal portions of the Work under consideration. He or She agrees that such list shall be submitted on or before the tenth calendar day following the acceptance of this Proposal, and before execution of the Contract. He or She also agrees that no substitutions will be made in the employment of Subcontractors or Vendors without written approval having first been obtained through the Architect. The Architect will promptly reply to the list submitted by the Contractor in writing stating whether or not the City of Idaho Springs has reasonable objection to any such proposed person or entity. Failure of the City of Idaho Springs or the Architect to reply within seven (7) calendar days shall constitute notice of no reasonable rejection. Notwithstanding the City of Idaho Springs' right to investigate the suitability of any listed Subcontractor or Vendor, he shall have no duty to do so. The Contractor shall not contract with a proposed person or entity to which the City of Idaho Springs has made reasonable and timely objection.

Part 6 – THE UNDERSIGNED ACKNOWLEDGES

That the preparation and submission of this Proposal, and other quotations herein contained, do not obligate the City of Idaho Springs or the Architect in any way; That the City of Idaho Springs assumes no obligation to enter into a Contract for the Work; That he/she understands all Contract Documents; and That he/she has the equipment, technical ability, personnel and facilities to perform the Work in accordance with the Contract Documents.

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 41 13 Bid Form

Part 7 – CONTRACT

If the undersigned is notified of the acceptance of this proposal within thirty days after its date, he agrees to execute a Contract for the above stated Work and conditions for the above-stated compensation.

Part 8 – STATUS

The status of Bidder must be given whether individual, co-partnership, or corporation. (If co-partnership, give full names of all partners; if corporation, give State in which incorporated.)

TYPE OF ORGANIZATION: Corporation
(Individual, Co-Partnership, Corporation, or Other)

NAME OF INDIVIDUAL FIRM MEMBERS: Brion Doyle, President; John Lanphier, Vice President

FIRM NAME: Spectrum General Contractors

CONTRACTOR'S SIGNATURE: Jonas Landes Jonas Landes, Project Manager

ADDRESS: 5135 E 38th Ave Denver, CO 80207

STATE LICENSE NUMBER: 19871476958 TELEPHONE NUMBER: 303-329-8003

DATED THIS: Seventeenth DAY OF: August IN THE YEAR OF: 2021

END OF SECTION 00 41 13

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 45 13 Contractor's Qualification

Jonas Landes	8/17/2021
Name	Date
Spectrum General Contractors	Project Manager
Company	Title
5135 E 38th Ave	Denver, CO 80207
Address	City/State/Zip Code
(303) 329-8003	jonasl@spectrumgc.com
Telephone Number	E-Mail Address

Signature: Jonas Landes

1. Provide the names of three or more projects listed on the National Register of Historic Places, the Colorado State Register of Historic Properties, or locally designated and of similar nature and scope to this project that you have completed within the past ten years and that were in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Similar scope items include specially finished cast-in-place concrete flatwork, brick & cast stone masonry construction, masonry restoration, and brick pavers. List the similar historic preservation trade skills and construction practices involved with each project.

a. Project Name	Location	Year	Cost	Owner Name/Phone #
Sullivan Gateway Rehabilitation	Denver, Colorado	2019-2020	\$1.4mm	Chelsea Hahn/402.570.2016

List similar trade skills or practices: Historic masonry and terra cotta restoration; irrigation replacement; new sod; electrical/outdoor lighting; new flatwork; replicated historic ironwork

b. Project Name	Location	Year	Cost	Owner Name/Phone #
Montclair Park Improvements	Denver, Colorado	2021	\$350k	Chris Schooler/303.909.1702

List similar trade skills or practices: Specially tooled/colored flatwork; irrigation replacement; new sod; new crusher fines; new benches/tables/outdoor fixtures

c. Project Name	Location	Year	Cost	Owner Name/Phone #
Justina Ford House	Denver, Colorado	2020-2021	\$300k	Shannon Stage/

List similar trade skills or practices: Historic masonry rehabilitation

d. Project Name	Location	Year	Cost	Owner Name/Phone #
Stout Street Children's Park	Denver, Colorado	2021 (starts soon)	\$750k	Brittany White/720.355.5954

List similar trade skills or practices: Irrigation replacement; new sod; new crusher fines; new benches/tables; rehabilitate existing iron perimeter fence; new concrete and seat walls

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications

Section 00 45 13 Contractor's Qualification

2. Provide names of key personnel and subcontractors to be employed on this project. Indicate the projects listed in Item 1 in which they were involved. On attached sheets, provide brief resumés of each person, describing specific experience and qualifications that will indicate ability to perform work required on this project.

Names	Years of Experience	No. of years associated with you or as your subcontractor	Projects in Item 1 that they have worked	Project Role
a. Rocky Mountain Building Restoration	20+	10+	Justina Ford House	Historic masonry and new seatwall masonry
b. DASH Concrete	20+	20+	Montclair; Stout Street	Concrete contractor
c. Native Landscaping	15+	10+	Sullivan; Montclair; Stout Street	Irrigation; landscaping; and drylaid paver contractor
d. SJS Enterprises	20+	2	Montclair; Stout Street	Demolition and excavation
e. Enyart Forge and Fabrication	10+	1		Rivettted guard rail

APCO Electric	20+	20+	Sullivan Gateway	Misc. Electrical
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3. Provide name and address of subcontractor(s). Provide required information about the subcontractor(s) in Section 2.

Rocky Mountain Building Restoration 6395 W Leawood Dr. Littleton

Dash 9457 S. Univeristy Blvd, Highlands Ranch

SJS Enterprises 3305 Longview Rd. Erie

Native Landscaping. 2865 Newport St. Denver

Enyart Forge and Fabrication 1790 CO 23 Fort Lupton

APCO 11919 W. Interstate 70 Frontage RD N #127 Wheat Ridge

END OF SECTION 00 45 13



Budget Idaho Springs Library Park - Native

Estimator: Jonas Landes

Revisions:

Spectrum General Contractors, Inc.



BUDGET / PROJECT ESTIMATE
Budget Idaho Springs Library Park - Native

COST CODE	DESCRIPTION	LABOR			MATERIAL			SUB/OTHER			BUDGET			TOTAL COST	NOTE
		Q	Unit	\$/Unit	TOTAL	Q	Unit	\$/Unit	TOTAL	Q	Unit	\$/Unit	TOTAL		
Div. 70.0	Contingency									6%	LS	294,990.65		\$17,700.00	
	SUBTOTAL													\$312,690.65	
Div. 80.0	Fee									10%	LS	312,690.65		\$31,270.00	
	SUBTOTAL													\$343,960.65	
Div. 90.0	General Liability Insurance and Bonding									3%	LS	343,960.65		\$10,319.00	
	CONTRACTOR'S TOTAL:													\$354,279.65	

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 41 13 Bid Form

Date 8/17/21

To: City of Idaho Springs
1711 Miner Street
P.O. Box 907
Idaho Springs, Colorado 80452
Attention: Mr. Andrew Marsh
Tel.: 303-567-4421 Ext. 121

Re: Idaho Springs Public Library – Library Park Site Improvements

City of Idaho Springs:

The undersigned, having carefully examined the General Conditions of the Contract, the Drawings and Specifications for construction of the above named project, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes, permit fees, and other costs necessary to complete the construction in strict conformity with the said Documents and Addenda, if any, numbered as follows:

no addendum issued

Base Bid: (All work described)

Lump Sum Amount \$ 306,535

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 41 13 Bid Form

Part 1 – ITEMIZED PROPOSAL

The undersigned has attached to this form an itemized breakdown of all trades listed in CSI format, including cost per item, Contractor's General Conditions, profit, and overhead.

Part 2 – BOND

The undersigned agrees that the acceptance of this Proposal will be contingent upon the Contractor's ability to qualify, prior to the execution of a Contract, for a Bond in the full amount of the Contract, written by a Surety company approved by the City of Idaho Springs. This Bond shall guarantee the full, complete and faithful performance of the Contract, and payment in full of all claims and liens for labor, material and services performed in connection therewith. The cost of such Bond shall be included in the Contractor's Proposal.

The undersigned hereby states that the cost of a Bond, as above described, will not exceed an amount equal to percent (1%) of the contract sum. The undersigned further states that the balance of the Bond capacity of his firm will approximate the sum of five million Dollars (\$ 5,000,000) as of the date of and prior to the acceptance of this Proposal.

Part 3 – COMMENCEMENT OF CONSTRUCTION

If this Proposal is accepted, the undersigned agrees to commence construction within seven (7) calendar days from date of receiving Notice to Proceed with the Work or at a time agreed upon by both parties.

Part 4 – TIME OF COMPLETION

The undersigned further agrees to complete the construction hereunder within 120 () calendar days from the date of the Notice to Proceed with the Work, in accordance with applicable provisions of the General Conditions and the Contract.
(or as weather conditions allow)

Part 5 – LIST OF SUBCONTRACTORS

The undersigned agrees, if notified of the acceptance of this Proposal, to furnish to the City of Idaho Springs, through the Architect, a list of the names, addresses, and telephone numbers of all Subcontractors and Vendors with whom he intends to enter into contracts for the execution of principal portions of the Work under consideration. He or She agrees that such list shall be submitted on or before the tenth calendar day following the acceptance of this Proposal, and before execution of the Contract. He or She also agrees that no substitutions will be made in the employment of Subcontractors or Vendors without written approval having first been obtained through the Architect. The Architect will promptly reply to the list submitted by the Contractor in writing stating whether or not the City of Idaho Springs has reasonable objection to any such proposed person or entity. Failure of the City of Idaho Springs or the Architect to reply within seven (7) calendar days shall constitute notice of no reasonable rejection. Notwithstanding the City of Idaho Springs' right to investigate the suitability of any listed Subcontractor or Vendor, he shall have no duty to do so. The Contractor shall not contract with a proposed person or entity to which the City of Idaho Springs has made reasonable and timely objection.

Part 6 – THE UNDERSIGNED ACKNOWLEDGES

That the preparation and submission of this Proposal, and other quotations herein contained, do not obligate the City of Idaho Springs or the Architect in any way; That the City of Idaho Springs assumes no obligation to enter into a Contract for the Work; That he/she understands all Contract Documents; and That he/she has the equipment, technical ability, personnel and facilities to perform the Work in accordance with the Contract Documents.

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 41 13 Bid Form

Part 7 – CONTRACT

If the undersigned is notified of the acceptance of this proposal within thirty days after its date, he agrees to execute a Contract for the above stated Work and conditions for the above-stated compensation.

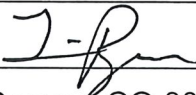
Part 8 – STATUS

The status of Bidder must be given whether individual, co-partnership, or corporation. (If co-partnership, give full names of all partners; if corporation, give State in which incorporated.)

TYPE OF ORGANIZATION: Corporation, State of Colorado, 1980
(Individual, Co-Partnership, Corporation, or Other)

NAME OF INDIVIDUAL FIRM MEMBERS: Tim Ryan, Scott Borger

FIRM NAME: Arrow J Landscape & Design, Inc.

CONTRACTOR'S SIGNATURE: 

ADDRESS: 909 E. 68th Ave., Denver, CO 80229

Idaho Springs Contractors License #20260
STATE LICENSE NUMBER: _____ TELEPHONE NUMBER: 303-289-4388

DATED THIS: 17th DAY OF: August IN THE YEAR OF: 2021

END OF SECTION 00 41 13

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 45 13 Contractor's Qualification

Tim Ryan	8/17/21
Name	Date
Arrow J Landscape & Design, Inc.	President
Company	Title
909 E. 68th Ave.	Denver, CO 80229
Address	City/State/Zip Code
303-289-4388	tryan@arrowj.com
Telephone Number	E-Mail Address

Signature: 

1. Provide the names of three or more projects listed on the National Register of Historic Places, the Colorado State Register of Historic Properties, or locally designated and of similar nature and scope to this project that you have completed within the past ten years and that were in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Similar scope items include specially finished cast-in-place concrete flatwork, brick & cast stone masonry construction, masonry restoration, and brick pavers. List the similar historic preservation trade skills and construction practices involved with each project.

a. Project Name	Location	Year	Cost	Owner Name/Phone #
see attachments for references				

List similar trade skills or practices: _____

b. Project Name	Location	Year	Cost	Owner Name/Phone #

List similar trade skills or practices: _____

c. Project Name	Location	Year	Cost	Owner Name/Phone #

List similar trade skills or practices: _____

d. Project Name	Location	Year	Cost	Owner Name/Phone #

List similar trade skills or practices: _____

IDAHO SPRINGS PUBLIC LIBRARY – LIBRARY PARK SITE IMPROVEMENTS
Project Manual / Specifications
Section 00 45 13 Contractor's Qualification

2. Provide names of key personnel and subcontractors to be employed on this project. Indicate the projects listed in Item 1 in which they were involved. On attached sheets, provide brief resumés of each person, describing specific experience and qualifications that will indicate ability to perform work required on this project.

Names	Years of Experience	No. of years associated with you or as your subcontractor	Projects in Item 1 that they have worked	Project Role
a. Kuhn Construction	22	16	all projects on our references	Demo, Grading, Import/Export
b. Carrasco, Kube, Cabral	40	35	all projects on our references	Concrete Flatwork, Concrete Curbs Exposed Aggregate
c. Scott Johnson Masonry	35	12	all projects on our references with masonry scope of work	Masonry
d.				
e.				

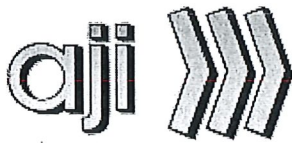
3. Provide name and address of subcontractor(s). Provide required information about the subcontractor(s) in Section 2.

Kuhn Construction, 42309 Kiowa Bennett Rd., Kiowa, CO 80117 303-570-6104

Carrasco Kube Cabral, 2020 South Bannock Street, Denver, CO 80223 303-761-9499

Scott Johnson Masonry, 5954 S. Lee Way, Littleton, CO 80127 303-905-2598

END OF SECTION 00 45 13



arrow - j landscape & design, inc
909 East 68th Avenue
Denver, CO 80229

(303) 289-4388
Fax (303) 289-4363

To:	City Of Idaho Springs	Contact:	Andrew Marsh
Address:	1711 Miner St. Idaho Springs, CO 80452	Phone:	303-567-4421
Project Name:	Library Park	Fax:	
Project Location:	219 14th Ave., Idaho Springs, CO	Bid Number:	
		Bid Date:	8/17/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Division 01 General Requirements				
General Conditions & Bonding	1.00	LS	\$38,523.00	\$38,523.00
Site Survey And Layout	1.00	LS	\$3,275.00	\$3,275.00
Submittals, Material Testing & Contractor Reports	1.00	LS	\$6,175.00	\$6,175.00
Construction Fencing	1.00	LS	\$2,780.00	\$2,780.00
Traffic Control	1.00	LS	\$3,020.00	\$3,020.00
Total Price for above Division 01 General Requirements Items:				\$53,773.00
Division 03 Concrete				
Hose House Concrete- 6" Exposed Aggregate W/ Integral Color (not Specified)	1.00	LS	\$28,200.00	\$28,200.00
Plaza Walk Concrete- 5"	1.00	LS	\$10,430.00	\$10,430.00
Cannon Pad Concrete- 12"	1.00	LS	\$2,795.00	\$2,795.00
Swale Concrete- 4"	1.00	LS	\$3,900.00	\$3,900.00
6" Curb	1.00	LS	\$2,600.00	\$2,600.00
8" Curb	1.00	LS	\$3,860.00	\$3,860.00
Total Price for above Division 03 Concrete Items:				\$51,785.00
Division 04 Masonry				
Masonry- Low Wall, Tuck Point, Parging,	1.00	LS	\$30,885.00	\$30,885.00
Total Price for above Division 04 Masonry Items:				\$30,885.00
Division 05 Metals				
Handrails And Guardrails	1.00	LS	\$16,485.00	\$16,485.00
Total Price for above Division 05 Metals Items:				\$16,485.00
Division 12 Furnishings				
Trash Receptacle	1.00	LS	\$2,750.00	\$2,750.00
Interpretive Sign	1.00	LS	\$3,782.00	\$3,782.00
Bollards	4.00	EACH	\$1,855.00	\$7,420.00
Bike Racks	1.00	EACH	\$1,310.00	\$1,310.00
Benches	4.00	EACH	\$2,060.00	\$8,240.00
Flagpole	1.00	LS	\$7,465.00	\$7,465.00
Book Drop W/ Concrete Pad	1.00	LS	\$4,060.00	\$4,060.00
Total Price for above Division 12 Furnishings Items:				\$35,027.00
Division 26 Electrical				
Minor Electrical- Conduit, Paint And Receptacle	1.00	LS	\$2,035.00	\$2,035.00
Total Price for above Division 26 Electrical Items:				\$2,035.00
Division 32 Exterior Improvements				
Demolition, Grading And Import/Export	1.00	LS	\$26,945.00	\$26,945.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Brick Pavers With Concrete Slab	1.00	LS	\$28,700.00	\$28,700.00
Staging, Concrete Washout, Erosion Control	1.00	LS	\$7,545.00	\$7,545.00
Stair Well Improvments	1.00	LS	\$3,335.00	\$3,335.00
Sod W/ Soil Prep	1.00	LS	\$9,510.00	\$9,510.00
Gravel W/ Fabric	1.00	LS	\$3,515.00	\$3,515.00
Steel Edger & Planting Bed	1.00	LS	\$200.00	\$200.00
Asphalt Patch	1.00	LS	\$3,080.00	\$3,080.00
Irrigation/ Sprinkler System	1.00	LS	\$33,715.00	\$33,715.00
Total Price for above Division 32 Exterior Improvements Items:				<u>\$116,545.00</u>

Total Bid Price: \$306,535.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Arrow J Landscape & Design, Inc.

Authorized Signature: _____

Estimator: Gary Olson
303-289-4388 x213 golson@arrowj.com



arrow - j landscape & design inc
909 East 68th Avenue
Denver, CO 80229

(303) 289-4388
Fax (303) 289-4363

August 17th, 2021

Library Park Site Improvements
City of Idaho Springs
1711 Miner St.

Attn: Mr. Andrew Marsh

RE: References

Dear Sir,

In response to the request for bidder references for work on Historic Places, while we do not have any of those, I believe we are uniquely qualified to build your project. We have a proven track record of successfully completing many challenging projects since our start in 1980.

We have built many park projects with similar construction elements including exposed aggregate flatwork, wall construction, pavers and other site work. I would encourage you to talk to Leasanne Dominquez or Mark Taylor at Architerra, 303-948-0766, about our Blackstone Entry and High Plains Park project as well as our work at the Denver Museum of Nature and Science. I would also ask you to talk to Rhonda Jo Ackerman Alford with the City of Broomfield, 303-438-5807, for the projects we did for her at the Broomfield Cemetery and The Bay.

We also just completed a project directly next door to the Library Park with the Clear Creek School District and Justin Watanabe, 720-519-6482, at the Carlson Elementary School Playground.

Most of our projects over the last many years have been as a General Contractor and directly for a city, parks department, school district or metro district. I have attached a list of projects of various sizes going back a few years which I believe shows a track record of achievement.

I would encourage you to contact any of our professional references whom we have worked with on other projects with similar scope of work. We are proud that our past clients and associates serve as our best references for our workmanship.

We appreciate your consideration and look forward to working with you.

Sincerely,

Gary Olson

Senior Estimator



arrow - j landscape & design inc
909 East 68th Avenue
Denver, CO 80229

(303) 289-4388
Fax (303) 289-4363

SELECTED REFERENCES

August 2021

Completion	% In House	Contract	Project Information
6/21	70%	\$275,587	Carlson Elementary School Site Work Clear Creek School District Justin Watanabe Director of Facilities & Maint. 720-519-6482
4/21	80%	\$245,295	Wilson Community Garden II City of Lafayette Ben Mazal 303-661-1306 Kurt Munding Munding Design 720-273-3884
3/21	65%	\$150,000	Donelson Park Basketball Court City of Brighton Travis Haines 303-655-2086
11/20	75%	\$285,519	Pathways Future Center School Adams 12 Five Star School Lime Green Design Anne Desjardins 303-733-7558
9/20	45%	\$266,702	Central Park Playground Architerra Lesanne Domínguez 303) 948-0766
6/20	45%	\$1,244,970	High Plains Park & Blackstone Entry Lesanne Domínguez, PLA Architerra 303-948-0766

5/20	85%	\$923,625	Midtown Filing 6 Brookfield Homes Scott Sorknes 303-790-6590
6/20	45%	\$664,752	Brighton Parks Projects City of Brighton Parks Travis Haines 303-655-2086
8/19	65%	\$518,769	Jeffco Playgrounds 2019 Jeffco Schools Bernadette Kelly 303-982-2398
5/19	45%	\$2,636,274	Glenmoor Country Club Site Improvements Ryan Norris, General Manager 303-339-3542
9/18	55%	\$1,279,120	Silver Creek Park City of Lafayette Monte Stevenson, Director 303-665-5506 x3601
7/18	75%	\$1,040,145	McKay/Lambertson Adventure Playground City & County of Broomfield Kathryn Bergh 303-464-5802
6/18	60%	\$1,411,145	Broomfield Commons Cemetery City & County of Broomfield Ronda Jo Ackerman Alford 303-438-5807
12/17	90%	\$1,576,307	US 36 & Sheridan Improvements City of Westminster John Vann 303-658-2214
7/17	66%	\$448,724	Lincoln Commons Park Rampart Range Metro District 1 Diverse Project Consultants Ernie Warzecha (303) 902-2184

6/17	75%	\$1,546,668	Clear Creek Valley Park Hyland Hills Metro Dist Terry Barnhart 303-650-7609
11/16	70%	\$1,299,826	Midtown Filings 4&5 Clear Creek Metro Dist Chris Petro 303-790-6613
7/16	91%	\$117,963	East Side Landscape Imp. Denver Museum of Nature & Science Jeff Joplin 303-370-6046 Arch: Architerra Group- Mark Taylor (303) 948-0766
7/15	55%	\$1,161,910	Midtown Home Plate Park Clear Creek Metro Dist Chris Petro 303-790-6613
7/2015	35%	\$1,078,014	N Salida Way Extension Aurora Public Schools Cindy Sauls 303-326-1286
5/2014	45%	\$1,929,511	The Bay- Phase 2 City & County of Broomfield Ronda Jo Ackerman Alford 303-438-5807



PROTECTING ASSETS.
MAKING A DIFFERENCE.

July 22, 2020

Re: **Arrow-J Landscape and Design, Inc.**

To Whom It May Concern:

As an agent for Hartford Accident and Indemnity Company, our agency manages the surety bond program for Arrow-J Landscape and Design, Inc. The IMA team knows the principals of Arrow-J Landscape and Design, Inc. to be individuals of high integrity, with a vast knowledge of the construction industry, producing a quality product, in a timely and cost-effective manner.

Surety bonds for Arrow-J Landscape and Design, Inc. are underwritten by Hartford Accident and Indemnity Company, which holds an "A+ XV" rating by A.M. Best Company and is listed on the U.S. Treasury Department list of approved sureties. While no maximum bonding limits (single or aggregate) have been established for Arrow-J Landscape and Design, Inc. the surety has approved individual projects in the \$8,000,000 range, with an aggregate program of \$12,000,000, and they would positively consider both performance and payment bonds and bid bonds in this range, in which Arrow-J Landscape and Design, Inc. might have an interest.

Approval of all bonds is based upon the size, type and location of project, the surety's favorable review of the contract documents, bond forms and financing for each project, as well as other pertinent underwriting criteria. This letter is written as a general reference of our client, and should not be construed as a commitment to provide bonds to you or any third party. Neither the surety nor IMA assume any liability to you or third parties, if for any reason bonds are not written.

We are proud to recommend Arrow-J Landscape and Design, Inc. to you. If you have any questions, please call Mike Lischer or Sarah Finn at (303) 534-4567.

Sincerely,

Michael Lischer, Jr.
Vice President, Surety

cc: Arrow-J Landscape and Design, Inc
The Hartford

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: August 23, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve submission of an Energy Impact Assistance Fund (EIAF) grant application to the Colorado Department of Local Affairs (DOLA) in the amount of \$600,000--with a City match of \$1,512,505--for construction of the Public Works Facility Project 2 at a total estimated cost of \$2,112,505.
- Motion to approve a proposal from Arrow J Landscape & Design, Inc. in the amount of \$306,535 for Library Park Site Improvements from Park Improvements line item 21-00-6024.

Updates:

- Jerad attended on August 4 the Planning Commission meeting regarding the Idaho Springs Cemetery zoning, the Colorado Boulevard Realignment Plat, and proposed land use code changes.
- Jerad met several times with Four Points Funding regarding the redevelopment proposal for Gold Digger Field and the Bus Maintenance Facility.
- Jerad attended on August 17 the Historic Preservation Review Commission meeting regarding restoration of the West End Hose House and the Library landscape plans.
- Staff reviewed on August 18 the proposals received for construction of the Library park improvements.
- The Mayor attended on August 18 the quarterly meeting of the Henderson Mine Community Partnership Panel.
- The Mayor, Jon and I attended on August 18 the Clear Creek Resiliency Collaborative meeting regarding the regional COVID Recovery Roadmap Program sponsored by DOLA.
- The Mayor, Jon and I attended on August 18 the monthly board meeting of the Clear Creek Economic Development Corporation.
- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended bi-weekly Downtown Improvements Work Group meetings.
- Attended bi-weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.

- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- The KGOAT 26th Anniversary Party will be held on Saturday, August 28 from 1:00-7:00 p.m. at the United Center.
- The Planning Commission will meet on Wednesday, September 1 at 6:00 p.m. to consider the redevelopment proposal for Gold Digger Field and the Bus Maintenance Facility.
- City offices will be closed on Monday, September 6 in observance of Labor Day.
- Save the date: Friday, October 29 at Blackstone Rivers Ranch. Party to celebrate the service of Mayor Hillman, Mayor Pro Tem Boland, and City Clerk Breece to the City of Idaho Springs.

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: August 20, 2021
Subject: Staff Report

- ✓ Packet review/prep, minutes, special events, payroll, short term rentals
- ✓ Mailed 14 requests for City business licenses for people who have home businesses
- ✓ Attended the Planning Commission meeting on August 4, 2021
- ✓ Attended the HPRC meeting on August 17, 2021



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: AUGUST 9 2021
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Pothole repair
Dirt road repairs
Sweep streets

COLLECTION & DISTRIBUTION

Water Meter reading and repairs.
Locates for contractors
Wastewater man hole cleaning and jetting
Repairing and finding curb valves along highway 103

WATER & WASTEWATER

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

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

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

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 23, 2021

Re.: Request for Action

Motion to approve:

Move to approve the sale of old equipment from the WRRF construction and to sell or dispose of old piping and related appurtenances.

This request is to sell old air blowers, pumps, valves and small conveyer belt that will be no longer needed or used at the new waste water treatment facility.

Some of the old piping is ductile iron which has virtually no value at all, however there is a fair amount of large stainless-steel pipe removed from the SBR basins. I propose if a recycler wants the stainless steel they will be required to take all the ductile iron and other metal pipe.

For the blowers, pumps and valves we could post them on web sites such as GovDeals.com or contact companies to see if they had any interest.

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 23, 2021

Re.: Request for Action

Motion to approve:

Move to approve 35,000 to A-Fast Patch for asphalt patching from line # 23-60-6016

This quote is for patching in several areas in the City. I received two quotes one from A-Fast Patch for 31,660 and one from Foothill Paving and Maintenance for 53,241.30.

I am requesting the amount not exceed 35,000.00 I am asking for the additional to cover any overages on a repair or to add patches as needed.

JOHN BORDONI

John Bordonì

From: hank binder <hank@a-fastpatchinc.com>
Sent: Monday, August 9, 2021 12:33 PM
To: John Bordonì
Subject: Asphalt patching.

A-Fast Patch proposes the following

- 1) 1936 Riverside, skin patch at manhole. \$500
- 2) 2016 Virginia 16x9 R&R. \$925
- 3) 1940 Virginia 25x5 R&R. \$740
- 4) 19th and Virginia 31x61 R&R \$11,100
- 5) 23rd and Virginia 10x10. \$555
- 6) 19th and Virginia 17x4 skin. \$500
- 7) Placer and Illinois 25x30 R&R. \$4440
- 8) 14th and Virginia 27x27 R&R. \$4255
- 9) 15th and Miner 15x12, 78x5, 7x12 R&R. \$3885
- 10) 15th Ave, Miner to Center Alley Misc skin patching. \$500
- 11) 16th Ave between Water and Miner 26x16 R&R. \$2405
- 12) Center alley between 16th and 17th skin patch at M.H. \$500
- 13) Center Alley at 17th 6x17 R&R. \$555
- 14) Colorado Blvd, in front of McDonald's mill two areas 1.5'x1.5'x2" for pothole repair \$800

All R&R patching quoted at 5"

Due to the volatility of asphalt pricing, A-Fast can only honor this price for 30 days.

Respectfully
Hank Binder
A-Fast Patch Inc
303 419-1624

Total

31660

Proposal for:
Idaho Springs (Patching) 2021
 from

Bid Date: 8/13/2021
 Time: 11:33AM

Foothills Paving & Maintenance, Inc.
 5040 Tabor St., Wheat Ridge, CO 80033

Quote Number: 21-0811 (303) 462-5600 Fax: (303) 462-5601 foothillspaving@aol.com



City Of Idaho Springs
 P.O. Box 907, Idaho Springs, CO 80452
 John Bordoni/303-961-6508

Location of Project: 1940 Virginia St. Idaho Springs, CO 80452/pw@idahospringsco.com

Item	Description	Quantity	Unit	Unit Price	Total Price
1	5" Asphalt Removal & Replacement 5" ASPHALT REMOVAL AND REPLACEMENT: 4,979 square feet at 5" in depth on 11 areas. ASPHALT SKIN PATCHING: 4 areas at various depths. ASPHALT MILL & PATCH: 8 square feet at 2" in depth on 2 areas. Saw-cut, excavate and haul away existing asphalt and excess base materials to a depth of 5". Compact sub-base, apply CSS-1 Tack Oil to all vertical asphalt edges, install Grade SX Hot Asphalt Plant Mix and compact to 5" in depth in 2 lifts. Clean up area. NOTE: Traffic control provided by others.	162.00	TN	328.65	53,241.30
Total:					53,241.30

Please See Attached Document for Terms and Conditions: Thank you. John Garcia - 720-841-1369.

NOTES/EXCLUSIONS: Permits, plans, prints, drawings, engineering, surveying, testing, inspections, coring, soil treatments, Road base, epoxy dowels, irrigation, drainage, landscaping, metal work, sprinkler systems, signs, special locates, utilities, culverts, signage, and traffic control. Private locates to be completed by owner. All work to be completed with mobilizations during work week.

A 3.4% Transaction Fee will be charged for any Credit Card or Debit Card payments.

By: 
 Estimator: John Garcia (Foothills Paving & Maintenance Authorized Agent)

Accepted By: _____ Date: _____
 (Purchaser)

Accepted By: _____ Date: _____
 (Joint Purchaser)

NOTES:

All work has a ONE-YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge, while the crew is on site if time and materials are available. Price includes all necessary labor, material, trucking, dump fees and barricades to complete project from start to finish. Price excludes the cost of engineering permits, bonds, inspection fees, testing, surveying, staking, utility adjustments, utility relocates, pavement markings, traffic control, sub grade prep, weather protection, irrigation locates and landscape repair or replacement unless otherwise noted in this contract. Every effort will be made to barricade work at the completion of said project. Foothills Paving And Maintenance is not responsible for damage to concrete or asphalt due to scaring, marking, vandalism, magnesium chloride and/or any de-icing agents. Foothills Paving & Maintenance, Inc. is not responsible for cracking outside control joints due to shrinkage of concrete. We are not responsible for asphalt/concrete failures due to unstable sub grade and/or frost that is either beneath or adjacent to our work. If unstable sub grade conditions are encountered Foothills Paving And Maintenance will make every effort to bring it to the attention of the Owner(s) and/or their representative. If weed kill/sterilant is a part of this contract it will be applied with diligence and every effort will be made, but warranty is impossible. Foothills Paving And Maintenance cannot guarantee drainage on existing or proposed areas that are less than 2% slope. All proposals are subject to final approval of management.

ADDITIONAL TERMS AND CONDITIONS-READ CAREFULLY

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jefferson County, Colorado.
5. As directed by the Owner, construction lender, public body, any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.
7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.
8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Foothills Paving & Maintenance, Inc., regardless of whether such damage occurs or is worsened during the performance of the job.
11. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.
14. The Contractor will exercise reasonable care when performing the work, but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills.
15. This contract shall become binding when signed by all parties and the authorized officer of the Contractor.
16. If contract is completed except for the installation of the striping, then the Owner shall have the right to hold no more than 10% of the Contract price until the striping has been completed.
17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, Contractor may revise its price in accordance with costs in effect at that time.



To: Michael Hillman, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: August 17, 2021

Subject: City Council Report for August 23, 2021.

Requests for Action: Increase the cost of Body Worn Camera Footage and Redaction Cost of Body Worn Camera Footage. Update Records Request Form with new fee schedule. (See attached)

Calls for Service: Calls for service August 3, 2021-August 18, 2021= 272

Please see attached Press Release for pursuit in Idaho Springs on 08/17/21.

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

Meetings:

Chief Buseck attended:

08/11/2021 Clear Creek County Special Events Meetings

08/11/2021 Clear Creek County Peer Support Meeting

08/16/2021 Economic Recovery Task Force

08/17/2021 Clear Creek County Advocate Monthly Board Meeting.

Training:

08/18/21 Four officers attended First Aid/Mental Health Training for First Responders.

Upcoming Training September 20-21 two officers will attend a 2-day Realistic De-Escalation Instructor Course.

Code Enforcement: Code compliance officer has made up brochures (attached in packet) of common city ordinances that need the most enforcement. Zac has been working diligently on going to every address in the city limits and providing each of the residences with the brochure, along with his business cards.

Staffing: 80% staffing

Significant Incidents:

On August 10, 2021, ISPD officers were dispatched to the 2800 block of Miner Street on reports of a burglary in progress. It was reported that the landlord had cut the locks on the building and was attempting to evict the tenants without following the eviction process. When officers arrived on scene they spoke to the landlord, who stated that he had cut the locks on the unit and replaced them with his own for safety precautions. The landlord was advised that he was not allowed to enter someone's else's property to do such and that if he wants to evict the tenants, he will need to serve them with an eviction notice. The landlord and his accomplice were cited for damaging property.

On August 12, 2021, officers were dispatched to an assault in progress in the 300 block of Soda Creek Road. When officers arrived on scene and spoke with the victim, she told officer's her boyfriend had pushed her and taken their dog and keys to their vehicle after an altercation had occurred between them. Officers were able to locate the suspect and took him in to custody for domestic violence.

On August 14, 2021, officers were dispatched to the 300 block of Soda Creek Road on reports of a disturbance occurring between a male and female. Officers arrived on scene and learned the altercation had only been verbal, but that the male party had an active protection order prohibiting him from consuming alcohol. Officers took the suspect into custody without incident and booked him in to jail on violation of a protection order.

On August 15, 2021, ISPD officer was dispatched to the 2400 block of Colorado Blvd on reports of a female party who was acting very erratic in the parking lot. When the officer arrived on scene the female party took off leading the officer and deputies on a short foot pursuit through the parking lot. The female party jumped into an occupied car, where she was apprehended by officers. During the investigation, it was learned the female party had a no bond warrant out of the department of corrections for a parole violation. The female suspect was taken to jail and booked in on her warrant.



IDAHO SPRINGS POLICE DEPARTMENT

3000 Colorado Blvd. Box 907 Idaho Springs, CO. 80452

Office 303-567-4291 /Fax 303-567-1014

www.idahospringsco.com

On 08/17/21 ISPD officers responded to the area of the 1600 block of Miner St. to a report of a stolen black Volvo S60 at about 1757 hours. The owner had left the vehicle in a loading zone and the keys were left in the car while the owner went inside a business to pick up food. When the owner returned a short time later, the vehicle was gone. A report was filed with ISPD and the vehicle was entered as a stolen vehicle. The owner had not yet registered the vehicle at the time it was stolen.

About 6 hours later, an ISPD officer saw a vehicle matching the same description as the stolen Volvo parked in the 2900 block of Colorado Blvd. The officer reported the vehicle had a license plate. The license plate check revealed the plate as being a stolen plate from a blue Jeep Liberty out of another jurisdiction (CO 692YUE). The officer suspected this was the stolen Volvo from earlier, that now had stolen plates attached and called for back-up. As the back-up officer arrived, both officers entered a parking lot to contact the driver of the Volvo, but the suspect sped away. The suspect sped west on Colorado Blvd. and turned south on 13th Ave. The ISPD officers lost sight of the suspect vehicle after it had turned on 13th Ave. A BOLO was aired throughout Clear Creek county. A short time later a Clear Creek County Deputy spotted the suspect vehicle, again, in the area of the 2900 block of Colorado Blvd. A short pursuit began with deputies trying to stop the suspect who went westbound onto I-70. The pursuit was terminated by deputies a short time later due to the danger to road workers who were working in the area.

The suspect and stolen vehicle remain at large. There were no injuries or damage related to this incident. These cases remain under investigation by ISPD.

ISPD would like to remind citizens to be vigilant and not leave keys in your vehicles under any circumstances.

If you have information regarding these incidents (#21-680 and #21-0677), you are encouraged to contact the Idaho Springs Police Department at 303-567-4291. If you see a black Volvo S60, possibly with license plate CO 692YUE, please call 911 to report.



IDAHO SPRINGS POLICE DEPARTMENT

Schedule of Fees

for the

Provision of Criminal Justice Records

The following fees will be charged for providing materials pursuant to the Colorado Children's Code Records and Information Act, C.R.S §19-1-302 and the Colorado Criminal Justice Records Act, C.R.S § 24-72-301 *et seq.*

Criminal Justice Records - Research, Review, Production, Blurring and/or Redaction Fees

The Idaho Springs Police Department shall charge \$30.00 an hour for all staff time associated with locating and producing records, and may charge an hourly rate greater than \$30.00 an hour when specialized document production or specialized skills are required to locate, compile or produce records. C.R.S. § 24-72-306. In addition, if the Record Custodian estimates that required Staff **time will likely exceed one hour, a deposit in the amount of fifty percent (50%) of the estimated costs of Staff time will be required before the request is processed.**

Printed Materials

Criminal Justice Record Search Fee (Per hour)	\$30.00
Background Checks (City of Idaho Springs Only).....	\$ 7.50
Each one-sided photocopied page.....	\$.25
Each double-sided photocopied page.....	\$.50
Any other materials (e.g. folders, dividers).....	Actual Cost

**All review, production, blurring and/or redaction time is additional.*

Clearance Letter/Agency Background or Records Check (ISPD only)

Clearance Letter/Background and/or Records Check..... \$ 7.50

** (Requires name & Date of Birth)*

Photographs

CD/DVD copied \$ 5.00

**All review, production, blurring and/or redaction time is additional.*

Digital-Audio, Video and/or Body Worn Camera Video -See Page 3 for charges

**All review, production and/or redaction time is additional.*

Other Fees

Postage (for all records) \$ 5.00

Convenience Fee (Credit cards only)\$ 3.00

Crash Reports

Motor Vehicle Crash Report Only.....\$10.00

Rights Afforded to VRA Victims

A victim of a Victims Right Act (VRA) crime has the right to receive one free copy of the initial/basic criminal report at the discretion of the Idaho Springs Police Department. C.R.S. § 24-4.1-302.5(b.9)



Idaho Springs Police Department

Request for Criminal Justice Information

Section 1. GENERAL INFORMATION					
DATE OF REQUEST:			CASE REPORT#		
DATE OF INCIDENT: (Please Indicate if Estimated) ☐			TIME OF INCIDENT: (Please Indicate if Estimated) ☐		
LOCATION OF INCIDENT: (Please Indicate if Estimated) ☒			OFFICER INVOLVED (If Known):		
Section 2 REQUESTOR'S INFORMATION					
NAME			COMPANY NAME		
ADDRESS			CITY	STATE	ZIP
PRIMARY PHONE #		CELL PHONE#	FAX #		
Section 3 DELIVERY METHOD AND SHIPPING INFORMATION					
PREFERRED METHOD OF DELIVERY &/OR NOTIFICATION OF CHARGE FOR YOUR REQUEST: ☐ FAX ☐ MAIL ☐ EMAIL					
NAME		EMAIL ADDRESS		FAX #	
MAILING ADDRESS		CITY	STATE	ZIP	
Section 4 PECUNIARY GAIN AFFIRMATION					
PURSUANT TO C.R.S. 24-72-305.5, I UNDERSTAND THAT COLORADO LAW PROHIBITS ME FROM USING RECORDS OF OFFICIAL ACTIONS AND CRIMINAL JUSTICE RECORDS AND THE INFORMATION IN SUCH RECORDS FOR THE PURPOSE OF SOLICITING BUSINESS FOR PECUNIARY GAIN. I HEREBY AFFIRM AND/OR SWEAR THAT THE RECORDS I OBTAIN FROM THE IDAHO SPRINGS POLICE DEPARTMENT AS A RESULT OF THIS OPEN RECORDS REQUEST SHALL NOT BE USED FOR THE DIRECT SOLICITATION OF BUSINESS FOR PECUNIARY GAIN.					
DATE		SIGNATURE			
Section 5 INVOLVED PARTIES					
NAME ☐ Juvenile			NAME ☐ Juvenile		
YOUR RELATIONSHIP TO ANY JUVENILE NAMED IN THE REPORT ☐ PARENT ☐ LEGAL GUARDIAN ☐ ATTORNEY OF RECORD ☐ Other(Please Indicate) _____					
You are required to affirm relationship or submit proof (ORIGINAL birth certificate, court documents) or fill out the Attestation For Juvenile form otherwise juvenile(s) name will be redacted as per statute.					
TYPE OF REQUEST	☐ Basic Police Report	☐ Pictures	☐ Crash Report	☐ Crash Report With	☐ Background/Records
	☐ Full Police Report* (includes all paperwork) See Page 1 for Charges	See Page 1 for Charges ☐ BWC/Video See Page 3 for Charges	See Page 1 for Charges	Pictures see page 1 for Charges With BWC see Page 3 for Charges	Check See Page 1 for Charges
All requests for records must be submitted on the appropriate Idaho Springs Police Department Request for Criminal Justice Information Form. Forms must be filled out completely, and the pecuniary gain statement must be signed (section 4) per Colorado Revised Statute §24-72-305.5.					
Colorado Revised Statute states that some reports may require redaction before release.					
Please note we will not process any requests until a signed request form and the appropriate fee/deposit have been received ONCE YOUR REQUEST IS RECEIVED YOU WILL BE NOTIFIED OF THE CHARGES BY E-MAIL OR PHONE CALL. *CREDIT CARD (\$3.00 CONVENIENCE FEE), CHECK OR CASH Idaho Springs Police Department P.O. Box 907 3000 Colorado Blvd. Idaho Springs, CO. 80452 Phone: 303-567-4291 Fax: 303-567-1014 Email:pdrecords@idahospringsco.com			OFFICE USE ONLY FORM COMPLETE: Y _____ N _____ TOTAL COST: _____ SEARCH FEE: _____ PAGES @ \$.25 \$ _____ CC CHARGE/OTHER: _____ DATE PAYMENT REC'D: _____ CHECK ☐ CASH ☐ CREDIT CARD ☐ LAST 4 CC # _____ CONV. FEE _____ REQUEST DELIVERED: OFFICE _____ EMAIL _____ FAXED _____ MAILED _____ REQUEST DENIED: Y _____ N _____ REASON: _____ _____ _____ SIGNED: _____ DATE: _____		



IDAHO SPRINGS POLICE DEPARTMENT
P.O. BOX 907 3000 COLORADO BLVD.
IDAHO SPRINGS, CO. 80452
303-567-4291

STATEMENT OF CHARGES FOR DIGITAL AUDIO/VIDEO (Page 3)

DATE OF REQUEST
DATE OF INCIDENT
CR#

REQUESTER INFORMATION

REQUESTER NAME	REQUESTER ADDRESS
REQUESTER EMAIL	REQUESTER PHONE #

TYPE OF A/V RECORD REQUESTED

☐ BODY WORN CAMERA	HOW MANY BWC VIDEOS: _____	☐ SURVEILLANCE FOOTAGE (if in case file)
---	----------------------------	---

PROCESSING REQUIRES FULL PLAYBACK OF ALL VIDEO BEFORE BLURRING/REDACTION BEGINS.

All actual costs of review, retrieval and redaction/blurring will be charged. CRS 24-72-306(1).

(Below to be filled in by the Records Department)

Current Open Records Request Research fee per hour	\$30.00
Minutes of BWC to be Processed	
(x 3) Estimated to be processed a minimum of 3 times for: Review + Blurring + Redaction	
Minutes of Surveillance footage to be Processed	
(x 2) Estimated to be processed a minimum of 2 times for: Review + Blurring + Redaction	
Total Estimated Minutes of Processing Time	
Minutes Converted to Hours	
Rounded up to the Nearest Quarter Hour	
Total *Estimated Cost for Requested A/V Records	

***IF ACTUAL TIME SPENT CONDUCTING REVIEW/BLURRING/REDACTION IS SIGNIFICANTLY MORE OR LESS THAN THE QUOTED COST, PRICING MAY BE ADJUSTED. YOU WILL BE NOTIFIED OF ANY PRICE ADJUSTMENTS AS SOON AS THEY BECOME EVIDENT TO THE PROCESSING EMPLOYEE.**