CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, August 12, 2024 – 6:30 p.m.

NOTICE AND AGENDA OF WORK SESSION

Monday August 12th, 2024 6:30 p.m.

- **Land exchange ballot measure for Virginia Canyon Mountain Park**
- **Argo & Virginia Canyon Mountain Park Community Event**
- **2025 Budget Preparation Schedule**

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website:
https://www.colorado.gov/pacific/idahosprings/city-council-live

MURRAY
DAHL
BEERY
RENAUD LLP
ATTORNEYS AT LAW

TO: Hon. Mayor Harmon and Members of the City Council
CC: Andy Marsh, City Administrator
FROM: Carmen Beery
DATE: August 6, 2024
RE: Draft Ballot Materials: Nov. Special Election VCMP Land Swap

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City Staff have been in discussions with Bob Young about the potential swap of land along the eastern boundary of Virginia Canyon Mountain Park (VCMP). The potential land swap would involve each party conveying precisely equal areas of land to the other with the goal of aligning the eastern boundary of VCMP with Gilson Gulch. Staff has also put together an illustration of the land swap, attached to this memo.

This proposal must be approved by City electors because it involves the conveyance of City park land. CRS § 31-15-713. In order to get this question on the November 5, 2024 ballot, you must take the following actions:

1. Call a special election for November 5, 2024 (because this year is not a regular City election year).

2. Refer the question by fixing the language of the ballot title and ballot question.

3. Approve the intergovernmental agreement (IGA) with the County to coordinate the City's special election with the general election occurring on November 5.

At your August 26 regular meeting, a Resolution taking all of these steps will be on the agenda as an action item. A draft of that Resolution is attached to this memo for your review and comment at your August 12 work session.

Projecting ahead, remember that you maintain the individual ability and freedom to advocate for the passage of ballot questions. Under the Fair Campaign Practices Act (FCPA), the City's permissible activities concerning established ballot questions is limited. The FCPA does allow the City to prepare a neutral, no-position, factual summary of referred ballot questions, and Staff has begun working on such a document. The FCPA also permits you as a Council to adopt a Resolution taking a position on any ballot question, so long as City funds are not expended to advertise or amplify the passage of the Resolution beyond what is ordinarily done with resolutions. I will take your direction to prepare and present such a resolution at a future meeting, should you wish to do this.

As is my usual practice, I will send you all a memorandum with FCPA guidance as election season ramps up. As always, please do not hesitate to reach out with questions or concerns.

CITY OF IDAHO SPRINGS
Clear Creek County
Resolution No. 17, Series 2024

A RESOLUTION CALLING A SPECIAL MUNICIPAL ELECTION TO BE COORDINATED WITH THE STATE GENERAL ELECTION ON NOVEMBER 5, 2024, FIXING THE BALLOT TITLE AND REFERRING A BALLOT QUESTION TO AUTHORIZE THE CONVEYANCE OF APPROXIMATELY 23 ACRES OF VIRGINIA CANYON MOUNTAIN PARK PROPERTY IN EXCHANGE FOR AN EQUAL AMOUNT OF LAND IN RETURN, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION COORDINATION

WHEREAS, pursuant to C.R.S. § 31-15-713, the City Council of the City of Idaho Springs, Colorado ("City") is authorized to dispose and sell of real property used or held for park purposes with the approval of City electors; and

WHEREAS, the owner of real property located immediately east of a portion of Virginia Canyon Mountain Park ("VCMP"), Robert Young, has expressed a willingness to exchange equal amounts of land with the City in the area of the eastern boundary of said park to create a boundary between the respective properties that better aligns with the topography of the area; and

WHEREAS, the proposed land swap would involve the City and Mr. Young each conveying to and receiving from the other 23.36 acres; and

WHEREAS, the City Council finds and determines that the possible land swap would not harm the City's or the public's interests because the majority of the land acquired by the City will be added back to the VCMP, resulting in the park maintaining its current size and maintaining the current level of open space and recreational opportunities provided by the park to City and area residents; and

WHEREAS, pursuant to C.R.S. § 31-10-108, the City Council is authorized to call a special municipal election on any Tuesday designated by ordinance or resolution; and

WHEREAS, the City Council finds that the most expedient and cost-effective way to refer the VCMP land swap question to the voters is to do so as a part of the general election to be conducted on November 5, 2024, when voter turn-out may be high in response to the state and national general elections; and

WHEREAS, the City Council therefore desires to call a special municipal election to be conducted on November 5, 2024 as a coordinated election for purposes of referring said question to City electors and fixing the ballot title for the same, and to approve the intergovernmental agreement with the County concerning election coordination, all as further set forth herein.

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

Section 1. The Council hereby calls a special municipal election to be conducted as a coordinated mail ballot election on November 5, 2024, for the purpose of referring the ballot question set forth below.

Section 2. The following ballot title and ballot question shall be submitted to the registered electors of the City at the November 5, 2024 special municipal election:

BALLOT TITLE:

SHOULD THE CITY BE AUTHORIZED TO EXCHANGE A PORTION OF LAND NEAR THE EASTERN BOUNDARY OF VIRGINIA CANYON MOUNTAIN PARK FOR AN EQUAL AMOUNT OF PRIVATE LAND IN THE AREA TO ALLOW THE EASTERN BOUNDARY OF THE PARK TO ALGIN WITH GILSON GULCH AND SO LONG AS THE PARK DOES NOT DECREASE IN SIZE?

BALLOT QUESTION:

SHALL THE IDAHO SPRINGS CITY COUNCIL BE AUTHORIZED TO CONVEY 23.35 ACRES OF LAND WITHIN VIRGINIA CANYON MOUNTAIN PARK (VCMP) AND A .01 ACRE PARCEL OUTSIDE THE PARK TO ROBERT YOUNG IN EXCHANGE FOR THE RECEIPT OF 23.36 ACRES OF LAND IN THE SURROUNDING AREA FROM ROBERT YOUNG, FOR THE PURPOSE OF ALIGNING THE EASTERN BOUNDARY OF THE VCMP WITH GILSON GULCH, ON THE CONDITION THAT ENOUGH LAND RECEIVED BY THE CITY BE ADDED BACK TO THE VCMP TO RESULT IN NO DECREASE IN PARK SIZE?

YES_____ NO_____

Section 3. The attached intergovernmental agreement between the City and Clear Creek County, concerning the coordination of the election called hereby, is hereby approved.

Section 4. The City Clerk is hereby directed to take all steps necessary to effectuate the purpose and intent of this Resolution and to coordinate the conduct of the special election called hereby.

ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 26th day of August, 2024.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

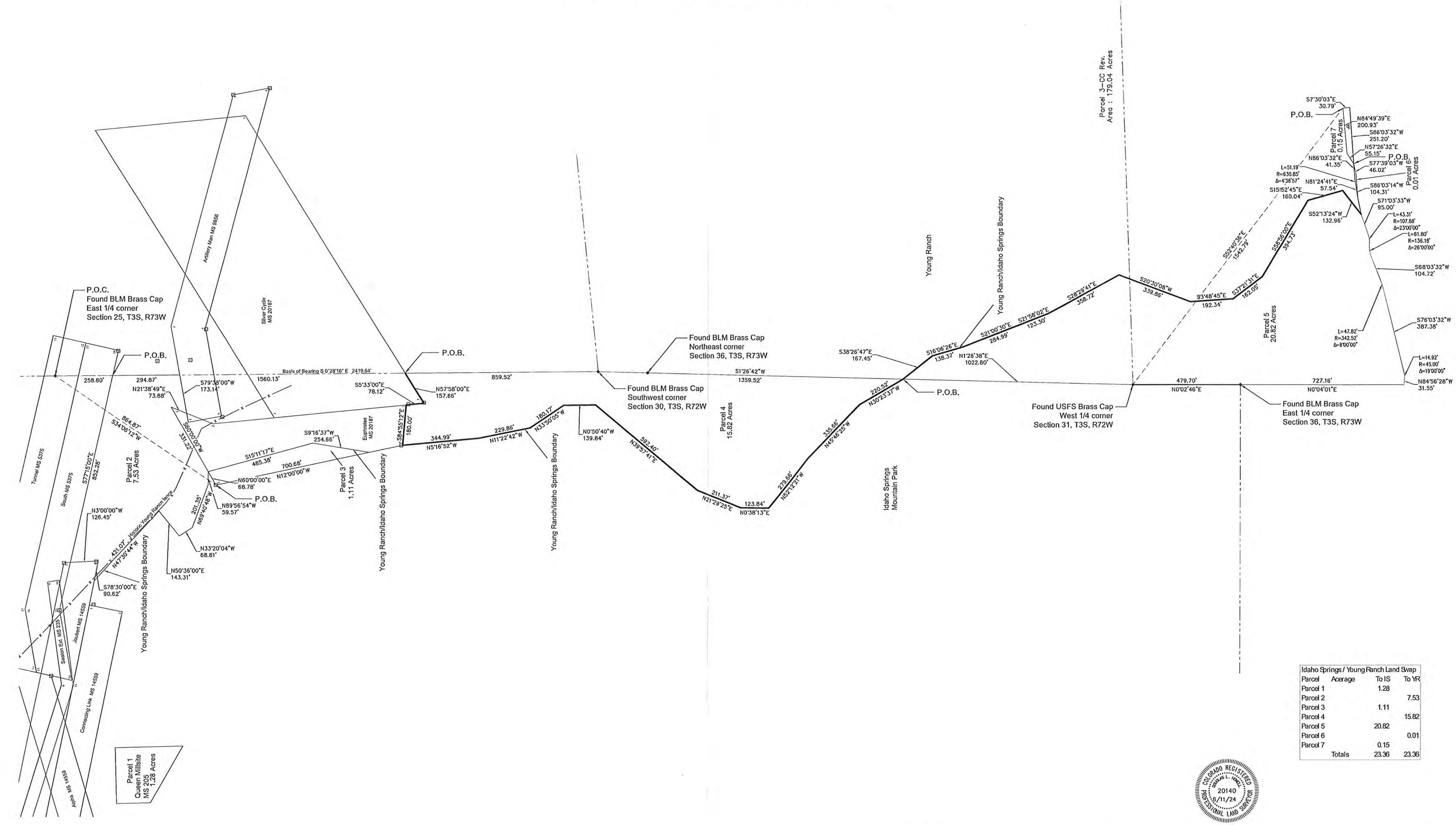
ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

LAND SURVEY PLAT

Idaho Springs Mountain Park / Young Ranch Land Swap 2024

PARCELS IN SECTION 31, T3S, R72W AND SECTION 25, T3S, R73W, 6th P.M.
COUNTY OF CLEAR CREEK, STATE OF COLORADO



Idaho Springs / Young Ranch Land Swap			
Parcel	Acerage	To IS	To YR
Parcel 1		1.28	
Parcel 2			7.53
Parcel 3		1.11	
Parcel 4			15.82
Parcel 5		20.82	
Parcel 6			0.01
Parcel 7		0.15	
	Totals	23.36	23.36

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 20140 6/11/24

LEGEND:

- ▫ found original stone
- o found rebar and 1.5" alum. cap unless noted otherwise
- set 18" #5 rebar and cap, PLS 20140
- ——x—— barb wire fence

200 0 200 400
SCALE IN FEET
1"= 200'

County Recorder Certificate:

This plat was filed for record in the office of the County Clerk and Recorder of Clear Creek County this ________ Day of __________, 20___ at _______ __. M.
In Book __________ at Page ________
Reception Number ______________________

Clerk and Recorder

Idaho Springs Mountain Park / Young Ranch Land Swap 2024

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

DRAWN BY:	CHECKED BY:
dlh	dea
DATE: 6/11/2024	SCALE: shown
FILE NAME: YR Land Swap Claims	SHEET NO. 1 of 2

City of Idaho Springs
FY 2025 Budget Schedule

Monday, Aug. 12	Council Work Session - 2025 Budget Schedule
Week of Aug. 12	Budget worksheets distributed to Department Heads
Monday, Aug. 26	Council Work Session – Projects update
Monday, August 26	Budget worksheets with Department requests due to City Administrator
Week of Sept. 3	Mayor, City Administrator and Finance Officer meet with Department Heads to discuss budget requests
Monday, Sept. 30	Council Work Session – Budget discussion
Monday, Oct. 7	Council Work Session – Budget discussion
Tuesday, Oct. 15	Deadline for submittal of Proposed Budget to Council
Thursday, Oct. 24	City Clerk publishes Notice of Budget in the Clear Creek Courant
Monday, Oct. 21	Council Work Session – Budget discussion
Monday, Dec. 9	Council Meeting – Budget Hearing and Resolutions for final budget adoption and certification of mill levy
Friday, Dec. 15	Deadline for certification of mill levy to County Commissioners
Weds, Jan. 31	Deadline to file adopted 2025 Budget with the Colorado Department of Local Affairs

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NOTICE AND AGENDA

Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, August 12, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
   - **a)** Move to approve the agenda for the August 12, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
   - **a)** Move to approve the minutes from July 29, 2024
7. **APPROVAL OF BILLS**
   - **a)** Move to approve bills from July 23, 2024 thru August 12th, 2024
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
12. **RESOLUTIONS**
    - **a)** Public Hearing: Resolution #19, Series 2024 A Resolution Approving the Golden Egg Placer Minor Subdivision.
13. **ORDINANCE FIRST READING**
14. **ORDINANCE SECOND READING**
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
    - **a)** Staff report submitted with two requests for action.
      - i. Motion to approve a bid from FNF Construction, Inc. in the amount of $4,912,305.94 for the Virginia Canyon Road & Virgina Street Phase 1 Utility Improvement Project as recommended by HDR Engineering, Inc.
      - ii. Motion to approve an Agreement for Services with Sadie Schultz in an amount not to exceed $17,100 for community and business promotion activities.
17. **ADMINISTRATION DEPARTMENT**
    - **a)** **Assistant City Administrator** – No staff report submitted.
    - **b)** **Community Development Planner** – No staff report submitted.
    - **c)** **Deputy City Clerk** – Staff report submitted with no requests for action.
18. **POLICE DEPARTMENT**
    - **a)** Staff report submitted with no requests for action.
19. **PUBLIC WORKS DEPARTMENT**
    - **a)** Staff report submitted with two requests for action.
      - i. Move to approve the purchase of 40 Bear resistant refuse containers from Bearicuda in the amount of $59,462.56 from line item 21-00-6028.
      - ii. Move to approve Paving of the new Idaho Springs Public Works lot at 860 CR 314, by A-Fast Patch for the amount of $139,090.00 from line item 23-00-6016.
20. **WATER FACILITIES DEPARTMENT**
    - **a)** Staff report submitted with one request for action.
      - i. Move to approve Sewer line monitoring equipment to browns Hill Engineering for $13,580 from line item #52-72-7320.

21. **COMMITTEE REPORTS**
22. **CITY CLERK/TREASURER**
23. **MAYOR / COUNCIL**
24. **EXECUTIVE SESSION**

Executive session pursuant to C.R.S. § 26-6-402(4)(e) to discuss matters subject to negotiation and to instruct negotiators concerning potential deed restrictions in the Block 57 development.

25. **ADJOURN**
    - **a)** Next Work Session Monday August 26, 2024.
    - **b)** Next Regular Meeting on Monday, August 26, 2024

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website: https://www.colorado.gov/pacific/idahosprings/city-council-live

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date: https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf. For remote Public Comment, please use this link to join the meeting: https://us02web.zoom.us/j/88123857147

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: https://us02web.zoom.us/j/88123857147. You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

Each Scheduled/Unscheduled Public Comment is limited to three (3) minutes.

IDAHO SPRINGS CITY COUNCIL
SPECIAL MEETING
July 29, 2024

The City Council of the City of Idaho Springs held a special meeting on July 29, 2024, in the city council chambers. This is a special meeting as the regular meeting that was scheduled for July 22nd, 2024 had to be rescheduled as the entire City of Idaho Springs lost power during a thunderstorm. Mayor Harmon called the meeting to order at 7:02 p.m.

Answering the roll were: Mayor Chuck Harmon, Mayor Pro Tem Jeremy Jones, Councilmember Scott Pennell, Councilmember Lisa Manifold, Councilmember Janine Mariani, Councilmember Kate Collier and Councilmember James Clark appeared via zoom. Also present were City Administrator Andrew Marsh, Community Development Planner Dylan Graves, Chief Nate Buseck, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell and Water Facilities Superintendent Edward Sigward. City Attorney Carmen Beery attended via zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL
Councilmember Pennell moved to approve the agenda to July 29th, 2024 Councilmember Manifold seconded. Second was followed by an all-in favor voice vote.

CONFLICT OF INTEREST
There were no conflicts.

APPROVAL OF MINUTES
Councilmember Mariani moved to approve minutes from July 08th, 2024.
Mayor Pro Tem Jeremy Jones seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS
Mayor Pro Tem Jeremy Jones moved to approve the bills to July 22nd, 2024, Councilmember Manifold seconded. Second followed by an all in favor roll call vote.

PUBLIC COMMENT
UNSCHEDULED PUBLIC COMMENT
LIQUOR LICENSING AUTHORITY

FINANCE OFFICER
The June financial statements were in the packet for council review, the Finance Director did not attend the meeting.

RESOLUTIONS
Mayor Pro Tem Jeremy Jones moved to approve Resolution #15, Series 2024, a Resolution Amending the 2024 City Compensation Plan to Amend Salary Ranges of City Administrator, Assistant City Administrator and Chief of Police. Councilmember Mariani seconded followed by an all in favor roll call vote.

Councilmember Pennell moved to approve Resolution #16, Series 2024 a Resolution Approving an Employment Agreement with City Administrator Andrew Marsh. Councilmember Manifold seconded followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Manifold moved to approve Ordinance #16, Series 2024 an Ordinance Amending Section 21-15 of the Idaho Springs Municipal Code to Eliminate Occupancy Limits Based on Familial Relationships as Required by new State Law (HB 24-1007). Mayor Pro Tem Jeremy Jones seconded, second was following by discussion.

DISCUSSION- Councilmember Manifold stated that this is about time and a long time coming. Councilmember Pennell asked if this was changed due to safety and Councilmember Manifold advised Mr. Pennell that the rule used to require a family relation, and this new bill allows for roommates.

Discussion was followed by an all in favor roll call vote.

Councilmember Collier moved to approve Ordinance #17, Series 2024 An Ordinance Granting a Conditional Use to Permit the Location of a Temporary Construction Trailer, Associated Parking and Outdoor Storage on Property West of the Shelly/Quinn Ball Fields Park, also known as part of the Silver Spruce Annexation, for the duration of the CDOT Floyd Hill Project. Councilmember Mariani seconded. Second followed by discussion.

DISCUSSION- Councilmember Collier asked staff if this was to be allowed use before Rapidgrass. Mr. Graves advised council that this CUP will not be effective until after the second read which will happen the end of August.

Discussion followed by an all in favor roll call vote.

ORDINANCE SECOND READING

Councilmember Manifold moved to approve Ordinance #15, Series 2024 an Ordinance Adding a New Article IV of Chapter 5 of the Idaho Springs Municipal Code to Create a Historic Sites and Facilities Board. Councilmember Collier seconded. Second was followed by discussion.

DISCUSSION- Councilmember Collier asked if the Sites and Facilities board had rules on how we oversee our facilities. Councilmember Manifold responded and advised council that no, that agreement was between the Historical Society and City Council. There were no official rules or policies, and that board did not hold a meeting for four (4) years. Ms. Manifold stated that the creation of this board creates a protocol for how things will be addressed. Councilmember Pennell stated that this formation was to help with the facilities repair and upkeep.

Discussion was followed by an all in favor roll call vote.

CITY ATTORNEY

Opioid Settlement- City Attorney Carmen Beery went over her memo dated 07/08/2024 with council. Ms. Beery reminded council that they have been participating in these settlements for 3 years, that the City of Idaho Springs specifically has specifically participated in 9 settlements. Ms. Beery stated that there is a motion in her memo if mayor and council would like to make the motion.

Mayor Harmon moved to approve the Opioid Settlement Participation and Release Form between the City and The Kroger Company and authorize the Mayor and Clerk to execute the same. Councilmember Mariani seconded followed by an all in favor roll call vote.

CITY ADMINISTRATOR

Councilmember Collier moved to approve a $1,000,000.00 Energy Impact Assistance Fund (EIAF) grant application to the Colorado Department of Local Affairs (DOLA) for replacement of the Montane Water Storage Tank. Mayor Pro Tem Jeremy Jones seconded. Second was followed by discussion.

DISCUSSION- Councilmember Manifold asked if there was a timeline for this. Mr. Marsh replied and advised council that this is due 08/01/2024 and in the final stages. Mr. Marsh mentioned that the Best and Brightest Fellow Mria Schanhals, JVA, Edard and Paul have all contributed and that we may know the outcome of this application by the end of this year. Discussion followed by an all in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator- No staff report submitted.

Community Development Planner- Staff report submitted with no requests for action.

Deputy City Clerk – Staff report submitted with no requests for action. Councilmember Pennell asked what the bag fee funds that we collect have been used for. Mayor Harmon replied and said that the funds were used last year for the annual city cleanup event. Councilmember Pennell asked if it was possible to use the funds for some kind of recycling program. Public Work Superintendent Paul Crain replied and said it was a logistics thing. Mr. Marsh stated that it is the right thing to do, and that the city is trying to be better positioned for recycling.

POLICE DEPARTMENT
Staff report submitted with one request for action. Councilmember Collier moved to approve surplus the vehicles and equipment listed in the July 18, 2024 Chief of Police Staff Report. Councilmember Manifold seconded followed by an all in favor roll call vote.

Chief Buseck mentioned that the police department has been looking at the Beth Miller Case. CBI had 14 boxes of evidence and that the PD has identified some potential areas. The Beth Miller case is being reviewed at this time. Chief Buseck brought up that there will be a billboard going up on I-70 about this case, and that the PD has contacted a mine reclamation company.

PUBLIC WORKS
Staff report submitted with one request for action. Councilmember Collier moved to approve up to $30,000 for traffic control on Virginia Canyon Road to facilitate construction of an emergency access trail for Virginia Canyon Mountain Park from line item #21-00-6024. Councilmember Manifold seconded followed by an all in favor roll call vote.
Mr. Crain reminded council that the re-construction of Virginia Canyon and Virginia Street is starting soon.

WATER FACILITIES DEPARTMENT
Staff report submitted with no requests for action. Mr. Sigward mentioned that the Matti Dam construction will start next week.

COMMITTEE REPORTS
CITY CLERK/TREASURER

MAYOR/COUNCIL
Councilmember Clark wanted to give a huge thanks to Kelly Babeon and Jeremy Jones for saving his business a few Fridays ago. Mr. Clark said that the fire was threatening everything that he owns. Clear Creek Fire is mor than stellar and that the flames were licking at the big rock that is at the east end of their storage lot.

ADJOURN
Mayor Harmon adjourned the meeting at 7:34 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A.D. Miller Services (2069)								
2411-15								
2411-15	Invoice	PW Building 980 E Idaho Springs	06/18/2024	08/18/2024	162,178.49	Open	05/24	21-00-7044
Total 2411-15:					162,178.49			
2411-16								
2411-16	Invoice	Public Works Facility	07/22/2024	08/22/2024	330,927.18	Open	06/24	21-00-7044
Total 2411-16:					330,927.18			
Total A.D. Miller Services (2069):					493,105.67			
A-Fast Patch Inc (1)								
24-329								
24-329	Invoice	Utility Patching	07/10/2024	08/10/2024	13,200.00	Open	07/24	21-00-6016
Total 24-329:					13,200.00			
24-347								
24-347	Invoice	Crack Seal Colorado Blvd	07/17/2024	08/17/2024	7,675.00	Open	07/24	20-00-6016
Total 24-347:					7,675.00			
24-372								
24-372	Invoice	Senior Center Parking Lot	07/30/2024	08/30/2024	9,805.00	Open	07/24	21-00-6016
Total 24-372:					9,805.00			
Total A-Fast Patch Inc (1):					30,680.00			
Alsco - Denver Linen (13)								
2970823								
2970823	Invoice	Carpets	07/30/2024	08/10/2024	83.07	Open	07/24	10-30-5108
Total 2970823:					83.07			
Total Alsco - Denver Linen (13):					83.07			
AT&T Mobility (283)								
287246995984X07212024								
287246995984X07212024	Invoice	Cell Phone/'WasteWater	07/21/2024	08/08/2024	107.78	Open	06/24	52-00-5335
287246995984X07212024	Invoice	Cell Phones/Water	07/21/2024	08/08/2024	107.78	Open	06/24	51-00-5335
Total 287246995984X07212024:					215.56			
Total AT&T Mobility (283):					215.56			
AV-TECH Electronics (1941)								
0095379								
0095379	Invoice	decommission	07/19/2024	08/19/2024	1,518.00	Open	07/24	10-30-5108
Total 0095379:					1,518.00			
Total AV-TECH Electronics (1941):					1,518.00			
Browns Hill Engineering & Cont (1416)								
28540								
28540	Invoice	Starlink Service	07/29/2024	08/29/2024	4,191.00	Open	07/24	51-72-7310
Total 28540:					4,191.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
28541								
28541	Invoice	Starlink Service - Build and teest	07/29/2024	08/29/2024	4,411.60	Open	07/24	51-72-7310
Total 28541:					4,411.60			
28567								
28567	Invoice	Service on alarms	07/31/2024	08/30/2024	285.00	Open	07/24	52-00-5000
Total 28567:					285.00			
1369								
1369	Invoice	WTP SCADA Leasing Agreement	08/01/2024	09/01/2024	8,238.00	Open	09/24	51-00-5309
Total 1369:					8,238.00			
1370								
1370	Invoice	WWTP SCADA Leasing Agreeme	08/01/2024	09/01/2024	1,620.00	Open	09/24	52-00-5309
Total 1370:					1,620.00			
28542								
28542	Invoice	monthly starlink service	08/01/2024	09/01/2024	287.00	Open	08/24	51-00-5335
Total 28542:					287.00			
Total Browns Hill Engineering & Cont (1416):					19,032.60			
Caselle Inc. (287)								
134619								
134619	Invoice	Contract Support - admin	08/01/2024	08/26/2024	385.75	Open	09/24	10-20-5108
134619	Invoice	Contract Support - pd	08/01/2024	08/26/2024	385.75	Open	09/24	10-30-5108
134619	Invoice	Contract Support - streets	08/01/2024	08/26/2024	385.75	Open	09/24	10-10-5108
134619	Invoice	Contract Support - waste water	08/01/2024	08/26/2024	192.88	Open	09/24	52-00-5108
134619	Invoice	Contract Support - water	08/01/2024	08/26/2024	192.87	Open	09/24	51-00-5108
Total 134619:					1,543.00			
Total Caselle Inc. (287):					1,543.00			
CCMRD (43)								
269								
269	Invoice	Reimbursement Skatepark Comm	07/11/2024	08/11/2024	135.85	Open	07/24	21-00-6024
Total 269:					135.85			
457								
457	Invoice	Rec Center Passes - Admin	08/01/2024	08/16/2024	115.00	Open	07/24	10-20-5215
457	Invoice	Rec Center Passes - PD	08/01/2024	08/16/2024	30.00	Open	07/24	10-30-5215
457	Invoice	Rec Center Passes - Wastewater	08/01/2024	08/16/2024	5.00	Open	07/24	52-00-5215
Total 457:					150.00			
Total CCMRD (43):					285.85			
CenturyLink (569)								
333637776-7222024								
333637776-7222024	Invoice	WWTP Alarm	07/22/2024	08/12/2024	126.39	Open	07/24	52-00-5335
Total 333637776-7222024:					126.39			
333710092-7252024								
333710092-7252024	Invoice	WTP Alarm	07/25/2024	08/14/2024	204.20	Open	07/24	51-00-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 333710092-7252024:					204.20			
333469199-6282024								
333469199-6282024	Invoice	PW Internet	07/28/2024	08/19/2024	102.94	Open	07/24	10-10-5335
Total 333469199-6282024:					102.94			
Total CenturyLink (569):					433.53			
Chicago Creek Sanitation (434)								
2024-08								
2024-08	Invoice	Maintenance Fee	07/30/2024	08/30/2024	500.00	Open	08/24	52-00-5206
Total 2024-08:					500.00			
Total Chicago Creek Sanitation (434):					500.00			
Chris Church (2082)								
8.5.2								
8.5.2	Invoice	boots	08/05/2024	09/05/2024	189.85	Open	08/24	10-60-6040
Total 8.5.2:					189.85			
Total Chris Church (2082):					189.85			
City of Idaho Springs (289)								
7.1.24								
7.1.24	Invoice	1744 Miner	07/01/2024	07/31/2024	257.70	Open	07/24	10-30-6050
7.1.24	Invoice	1856 Colorado Blvd	07/01/2024	07/31/2024	172.03	Open	07/24	10-20-6050
7.1.24	Invoice	Citizens Park	07/01/2024	07/31/2024	717.56	Open	07/24	10-60-6050
7.1.24	Invoice	City Hall	07/01/2024	07/31/2024	258.70	Open	07/24	10-20-6050
7.1.24	Invoice	CRC park	07/01/2024	07/31/2024	424.50	Open	07/24	10-60-6050
7.1.24	Invoice	montgomery	07/01/2024	07/31/2024	127.46	Open	07/24	10-60-6050
7.1.24	Invoice	MRM Park	07/01/2024	07/31/2024	271.96	Open	07/24	10-60-6050
7.1.24	Invoice	pd	07/01/2024	07/31/2024	291.25	Open	07/24	10-30-6050
7.1.24	Invoice	Public Works	07/01/2024	07/31/2024	468.27	Open	07/24	10-10-6050
7.1.24	Invoice	Wwtp	07/01/2024	07/31/2024	8,290.49	Open	07/24	52-00-6001
Total 7.1.24:					11,279.92			
Total City of Idaho Springs (289):					11,279.92			
Clear Creek Advocates (390)								
114 IDPS								
114 IDPS	Invoice	2024 Contribution	12/01/2023	08/30/2024	2,000.00	Open	07/24	10-30-5304
Total 114 IDPS:					2,000.00			
Total Clear Creek Advocates (390):					2,000.00			
Clear Creek County Clerk & Rec (61)								
44544								
44544	Invoice	Document Recording	07/23/2024	08/23/2024	73.00	Open	07/24	10-20-5316
Total 44544:					73.00			
Total Clear Creek County Clerk & Rec (61):					73.00			
Clear Creek Supply (291)								
7359								
7359	Invoice	hose fittings	07/12/2024	08/12/2024	9.98	Open	07/24	52-00-6004

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 7359:					9.98			
2058								
2058	Invoice	bushing and tape	07/17/2024	08/17/2024	9.97	Open	07/24	52-00-6004
Total 2058:					9.97			
7560								
7560	Invoice	grease fitting	07/17/2024	08/17/2024	12.77	Open	07/24	51-15-6005
Total 7560:					12.77			
2070								
2070	Invoice	air and oil filter	07/18/2024	08/18/2024	30.07	Open	07/24	51-15-6005
Total 2070:					30.07			
2071								
2071	Invoice	armor all wipes	07/18/2024	08/18/2024	6.99	Open	07/24	10-10-6193
Total 2071:					6.99			
2072								
2072	Invoice	key	07/18/2024	08/18/2024	3.49	Open	07/24	10-30-6193
Total 2072:					3.49			
7586								
7586	Invoice	teflon tape	07/18/2024	08/18/2024	7.96	Open	07/24	52-00-6004
Total 7586:					7.96			
7592								
7592	Invoice	teflon tape	07/18/2024	08/18/2024	7.92	Open	07/24	52-00-6004
Total 7592:					7.92			
68								
68	Invoice	strap wrench	07/19/2024	08/19/2024	30.99	Open	07/24	52-00-6004
Total 68:					30.99			
316								
316	Invoice	fuel filter	07/25/2024	08/25/2024	51.86	Open	07/24	10-10-6007
Total 316:					51.86			
2210								
2210	Invoice	CAble	07/30/2024	08/30/2024	7.59	Open	07/24	10-60-6200
Total 2210:					7.59			
508								
508	Invoice	gloves	07/31/2024	08/31/2024	21.99	Open	07/24	10-60-6010
Total 508:					21.99			
2246								
2246	Invoice	cat 5 cable	08/01/2024	09/01/2024	7.59	Open	07/24	10-10-6010
Total 2246:					7.59			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
534								
534	Invoice	pipe bushing	08/01/2024	09/01/2024	3.99	Open	07/24	10-10-6007
Total 534:					3.99			
619								
619	Invoice	1/2 cap	08/02/2024	09/02/2024	4.18	Open	07/24	10-60-6200
Total 619:					4.18			
686								
686	Invoice	pipe adapter and air filter	08/05/2024	09/05/2024	128.57	Open	07/24	10-10-6007
Total 686:					128.57			
Total Clear Creek Supply (291):					345.91			
Clear Creek Surveying (1993)								
390								
390	Invoice	Vcmp boundary survey	07/23/2024	08/23/2024	2,640.00	Open	07/24	21-00-6024
Total 390:					2,640.00			
Total Clear Creek Surveying (1993):					2,640.00			
Colorado Analytical Lab (945)								
240716046								
240716046	Invoice	total coliform P/A compl	07/17/2024	08/16/2024	103.50	Open	07/24	51-00-5201
Total 240716046:					103.50			
240716064								
240716064	Invoice	bod-5	07/22/2024	08/22/2024	66.60	Open	07/24	52-00-5201
Total 240716064:					66.60			
240716066								
240716066	Invoice	total cu/pb - cdh	07/24/2024	08/23/2024	57.60	Open	07/24	51-00-5201
Total 240716066:					57.60			
Total Colorado Analytical Lab (945):					227.70			
Colorado Community Media (1981)								
116775								
116775	Invoice	Legal Notices Planning commissio	07/26/2024	08/25/2024	57.28	Open	07/24	10-20-5312
Total 116775:					57.28			
117767								
117767	Invoice	Legal Publication	08/09/2024	09/08/2024	673.37	Open	08/24	10-20-5312
Total 117767:					673.37			
Total Colorado Community Media (1981):					730.65			
Comcast (1486)								
0197295-6232024								
0197295-6232024	Invoice	City Hall Internet	07/23/2024	08/17/2024	474.62	Open	08/24	10-20-5335
Total 0197295-6232024:					474.62			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Comcast (1486):					474.62			
Common Knowledge Technology, Inc (1549)								
63699								
63699	Invoice	IT Services - Admin	08/01/2024	09/01/2024	1,352.24	Open	08/24	10-20-5108
63699	Invoice	IT Services - PD	08/01/2024	09/01/2024	1,352.25	Open	08/24	10-30-5108
63699	Invoice	IT Services - Streets	08/01/2024	09/01/2024	1,352.25	Open	08/24	10-10-5108
63699	Invoice	IT Services - Water	08/01/2024	09/01/2024	676.13	Open	08/24	51-00-5108
63699	Invoice	IT Services - WW	08/01/2024	09/01/2024	676.13	Open	08/24	52-00-5108
Total 63699:					5,409.00			
Total Common Knowledge Technology, Inc (1549):					5,409.00			
CPS Distributors (395)								
16830474-001								
16830474-001	Invoice	sprinkler parts	07/23/2024	08/23/2024	432.78	Open	07/24	10-60-6045
Total 16830474-001:					432.78			
16994790-001								
16994790-001	Invoice	straight valve	08/01/2024	09/01/2024	160.77	Open	08/24	10-60-6045
Total 16994790-001:					160.77			
Total CPS Distributors (395):					593.55			
Doyle Disposal (380)								
23703								
23703	Invoice	Trash Service Sewer Plant	07/25/2024	08/25/2024	453.00	Open	08/24	52-00-5202
Total 23703:					453.00			
Total Doyle Disposal (380):					453.00			
Employee (2093)								
43211845								
43211845	Invoice	remainder of lodging for cora traini	07/23/2024	08/23/2024	173.08	Open	07/24	10-30-5305
Total 43211845:					173.08			
7.26.24								
7.26.24	Invoice	3 days of travel	07/26/2024	08/26/2024	172.50	Open	07/24	10-20-5305
7.26.24	Invoice	Mileage	07/26/2024	08/26/2024	109.06	Open	07/24	10-20-5305
Total 7.26.24:					281.56			
7.31.24								
7.31.24	Invoice	travel to and from frisco for confer	07/31/2024	08/30/2024	52.93	Open	07/24	10-20-5305
Total 7.31.24:					52.93			
Total Employee (2093):					507.57			
EVStudio (2121)								
AD24001.00.4								
AD24001.00.4	Invoice	Affordable Housing Site Assessm	07/31/2024	08/31/2024	2,880.00	Open	07/24	10-20-5108
Total AD24001.00.4:					2,880.00			
Total EVStudio (2121):					2,880.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
FlowRide Concepts (2028)								
176								
176	Invoice	Phase 2 VCMP	05/09/2024	08/30/2024	71,416.00	Open	05/24	21-00-6024
Total 176:					71,416.00			
179								
179	Invoice	Phase 2 VCMP	07/23/2024	08/23/2024	41,099.36	Open	07/24	21-00-6024
Total 179:					41,099.36			
Total FlowRide Concepts (2028):					112,515.36			
Foothills Auto & Truck Parts (1021)								
108537								
108537	Invoice	dex thermostat and gasket	07/19/2024	08/19/2024	21.97	Open	07/24	10-30-6193
Total 108537:					21.97			
108864								
108864	Invoice	Battery	07/25/2024	08/25/2024	193.99	Open	07/24	10-10-6150
Total 108864:					193.99			
108865								
108865	Invoice	sockets	07/25/2024	08/25/2024	13.56	Open	07/24	10-10-6020
Total 108865:					13.56			
108979								
108979	Invoice	seal	07/27/2024	08/27/2024	27.30	Open	07/24	52-00-5204
Total 108979:					27.30			
109261								
109261	Invoice	Battery	08/01/2024	09/01/2024	338.72	Open	08/24	10-10-6150
Total 109261:					338.72			
109472								
109472	Invoice	Blister pack	08/04/2024	09/04/2024	15.29	Open	08/24	10-30-6193
Total 109472:					15.29			
109538								
109538	Invoice	Batteries	08/06/2024	09/06/2024	25.20	Open	08/24	10-10-6020
Total 109538:					25.20			
Total Foothills Auto & Truck Parts (1021):					636.03			
Galls (527)								
28462653								
28462653	Invoice	polos, pants and belt - buseck	07/11/2024	08/10/2024	371.64	Open	07/24	10-30-6030
Total 28462653:					371.64			
28462705								
28462705	Invoice	polo - buseck	07/11/2024	08/10/2024	178.98	Open	07/24	10-30-6030
Total 28462705:					178.98			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
28493079								
28493079	Invoice	emblem	07/15/2024	08/14/2024	14.58	Open	07/24	10-30-6030
Total 28493079:					14.58			
28504715								
28504715	Invoice	pocket clip	07/16/2024	08/15/2024	11.35	Open	07/24	10-30-6030
Total 28504715:					11.35			
28557931								
28557931	Invoice	shirts - buseck	07/22/2024	08/21/2024	177.76	Open	07/24	10-30-6030
Total 28557931:					177.76			
Total Galls (527):					754.31			
Goodyear Auto Service Center (131)								
41699								
41699	Invoice	2023 ford truck mount and balanc	08/02/2024	09/02/2024	1,031.63	Open	08/24	10-30-6192
Total 41699:					1,031.63			
Total Goodyear Auto Service Center (131):					1,031.63			
Grainger Inc. (134)								
819623067								
819623067	Invoice	strut pipe clamp	07/25/2024	08/24/2024	125.90	Open	07/24	52-00-5204
Total 819623067:					125.90			
9195261921								
9195261921	Invoice	Wedge anchor	07/25/2024	08/24/2024	49.80	Open	07/24	52-00-5204
Total 9195261921:					49.80			
Total Grainger Inc. (134):					175.70			
Hach Company (138)								
14121890								
14121890	Invoice	comparment wiper	07/25/2024	08/25/2024	28.87	Open	07/24	51-00-6207
14121890	Invoice	Pdpd refill	07/25/2024	08/25/2024	264.69	Open	07/24	51-00-6207
Total 14121890:					293.56			
Total Hach Company (138):					293.56			
HDR Engineering, Inc (1605)								
1200637894								
1200637894	Invoice	Virginia Canyon/Virginia Street	07/15/2024	08/15/2024	65,445.74	Open	06/24	23-00-5103
Total 1200637894:					65,445.74			
Total HDR Engineering, Inc (1605):					65,445.74			
Heritage Title Company (1658)								
22730422/1								
22730422/1	Invoice	ownership report	07/22/2024	08/22/2024	5.00	Open	07/24	21-00-6024
Total 22730422/1:					5.00			
Total Heritage Title Company (1658):					5.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Historic Rail Adventures, LLC (2009)								
307								
307	Invoice	train coach restoration	08/01/2024	08/30/2024	90,311.09	Open	06/24	21-61-7042
Total 307:					90,311.09			
Total Historic Rail Adventures, LLC (2009):					90,311.09			
Home Depot Credit Services (578)								
2015310								
2015310	Invoice	screws and strap	07/03/2024	08/31/2024	74.84	Open	07/24	52-72-7320
Total 2015310:					74.84			
2020868								
2020868	Invoice	conduit side lugs	07/03/2024	08/31/2024	60.75	Open	07/24	52-72-7320
Total 2020868:					60.75			
2183215								
2183215	Invoice	refund	07/03/2024	08/31/2024	50.24-	Open	08/24	52-72-7320
Total 2183215:					50.24-			
2327616								
2327616	Invoice	recycling bags	07/03/2024	08/31/2024	359.55	Open	08/24	10-60-6010
Total 2327616:					359.55			
7021348								
7021348	Invoice	paibt and supplies	07/08/2024	08/31/2024	217.05	Open	08/24	10-60-6010
Total 7021348:					217.05			
2013218								
2013218	Invoice	park supplies	07/23/2024	08/31/2024	147.89	Open	08/24	10-60-6200
Total 2013218:					147.89			
Total Home Depot Credit Services (578):					809.84			
Idaho Springs Chamber of Commerce (148)								
742024								
742024	Invoice	Bounce House and Burros Event	08/04/2024	08/30/2024	1,449.00	Open	08/24	10-21-5050
Total 742024:					1,449.00			
Total Idaho Springs Chamber of Commerce (148):					1,449.00			
Idaho Springs Lions Club (365)								
F2024CITY								
F2024CITY	Invoice	Flags	06/20/2024	07/20/2024	150.00	Open	06/24	10-21-5038
Total F2024CITY:					150.00			
Total Idaho Springs Lions Club (365):					150.00			
JVA Incorporated (1110)								
17590								
17590	Invoice	Train Shelter	06/30/2024	08/30/2024	613.00	Open	06/24	21-61-7042
Total 17590:					613.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
17760								
17760	Invoice	Highway 103 Waterline	06/30/2024	08/30/2024	35,661.89	Open	06/24	51-72-7320
Total 17760:					35,661.89			
17847								
17847	Invoice	CRC Park Replacement	06/30/2024	08/30/2024	594.00	Open	06/24	21-00-6024
Total 17847:					594.00			
17848								
17848	Invoice	Shelly Wuinn Skatepark and Even	06/30/2024	08/30/2024	1,546.20	Open	06/24	21-00-6024
Total 17848:					1,546.20			
17853								
17853	Invoice	PW Facility	06/30/2024	08/30/2024	9,072.62	Open	06/24	21-00-7044
Total 17853:					9,072.62			
Total JVA Incorporated (1110):					47,487.71			
Language Line Services (2102)								
11356021								
11356021	Invoice	Interpreter Services	07/31/2024	08/30/2024	7.38	Open	07/24	10-40-5320
Total 11356021:					7.38			
Total Language Line Services (2102):					7.38			
Law Firm Of Suzanne Rogers PC (737)								
8.1.24								
8.1.24	Invoice	Mileage	08/01/2024	08/30/2024	58.56	Open	08/24	10-40-5115
8.1.24	Invoice	Prosecutor	08/01/2024	08/30/2024	1,500.00	Open	08/24	10-40-5115
Total 8.1.24:					1,558.56			
Total Law Firm Of Suzanne Rogers PC (737):					1,558.56			
Liberty Communications (1547)								
3390334								
3390334	Invoice	phone service admin	07/30/2024	08/30/2024	144.15	Open	08/24	10-20-5303
3390334	Invoice	phone service police	07/30/2024	08/30/2024	144.15	Open	08/24	10-30-5303
3390334	Invoice	phone service public works	07/30/2024	08/30/2024	144.15	Open	08/24	10-10-5303
3390334	Invoice	phone service wastewater	07/30/2024	08/30/2024	72.08	Open	08/24	52-00-5303
3390334	Invoice	phone service water	07/30/2024	08/30/2024	72.08	Open	08/24	51-00-5303
Total 3390334:					576.61			
Total Liberty Communications (1547):					576.61			
Marigold LLC (2146)								
6031955F-002								
6031955F-002	Invoice	Bouquet for Jon Cain Reception	07/22/2024	08/21/2024	50.00	Open	07/24	10-20-6010
Total 6031955F-002:					50.00			
Total Marigold LLC (2146):					50.00			
McDonald Farms (1588)								
117278								
117278	Invoice	WasteWater Hauled to Landfill	07/24/2024	08/08/2024	1,411.50	Open	07/24	52-00-5250

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 117278:					1,411.50			
Total McDonald Farms (1588):					1,411.50			
Michael Goodbee (1940)								
8.1.24								
8.1.24	Invoice	Judge	08/01/2024	08/30/2024	1,600.00	Open	08/24	10-40-5110
Total 8.1.24:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Murray Dahl Beery & Renaud (806)								
AUG 05, 2024								
AUG 05, 2024	Invoice	Developer Account Legals	08/05/2024	08/30/2024	737.25	Open	07/24	10-00-2401
AUG 05, 2024	Invoice	General legal	08/05/2024	08/30/2024	12,749.65	Open	07/24	10-20-5101
Total AUG 05, 2024:					13,486.90			
Total Murray Dahl Beery & Renaud (806):					13,486.90			
Peak Performance Imaging Solutions (409)								
69768								
69768	Invoice	Copier Meter Bill	07/15/2024	07/30/2024	394.98	Open	06/24	10-20-5309
Total 69768:					394.98			
69872								
69872	Invoice	Copier Meter Bill/Police	08/01/2024	08/16/2024	67.00	Open	07/24	10-30-5309
Total 69872:					67.00			
Total Peak Performance Imaging Solutions (409):					461.98			
Professional Management Solutions (1833)								
84952								
84952	Invoice	Financial Services	07/26/2024	08/26/2024	1,657.50	Open	06/24	10-20-5104
84952	Invoice	Financial Services - Water	07/26/2024	08/26/2024	828.75	Open	06/24	51-00-5104
84952	Invoice	Financial Services - WW	07/26/2024	08/26/2024	828.75	Open	06/24	52-00-5104
Total 84952:					3,315.00			
Total Professional Management Solutions (1833):					3,315.00			
Saela Pest Control (2027)								
10605858								
10605858	Invoice	Pest Control	06/24/2024	07/24/2024	130.00	Open	06/24	10-30-5108
Total 10605858:					130.00			
Total Saela Pest Control (2027):					130.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
542359								
542359	Invoice	Building Permits	07/31/2024	08/30/2024	100,924.96	Open	07/24	10-22-5000
Total 542359:					100,924.96			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					100,924.96			
SGS North America (1650)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
52160156802								
52160156802	Invoice	bar screening & grit	07/30/2024	08/30/2024	733.97	Open	07/24	52-00-5201
Total 52160156802:					733.97			
Total SGS North America (1650):					733.97			
Space Inc (2100)								
39.004								
39.004	Invoice	CRC Play Park	07/28/2024	08/28/2024	6,880.00	Open	06/24	21-00-6024
Total 39.004:					6,880.00			
Total Space Inc (2100):					6,880.00			
Spectrum General Contractors, INC. (2055)								
S-202301013-6								
S-202301013-6	Invoice	Exterior Rehabilitation - City Hall	08/01/2024	08/30/2024	41,535.93	Open	07/24	21-61-7040
Total S-202301013-6:					41,535.93			
Total Spectrum General Contractors, INC. (2055):					41,535.93			
Symbol Arts (998)								
0500305								
0500305	Invoice	extra badge - Moore - was reimbu	07/30/2024	08/29/2024	145.00	Open	07/24	10-30-6030
Total 0500305:					145.00			
Total Symbol Arts (998):					145.00			
T Mobile (2040)								
981870408-7212024								
981870408-7212024	Invoice	Police Department Cell Phone/hot	07/21/2024	08/19/2024	356.93	Open	07/24	10-30-5335
981870408-7212024	Invoice	Police Department Cell Phone/hot	07/21/2024	08/19/2024	356.93	Open	07/24	10-30-5335
Total 981870408-7212024:					713.86			
995996113-7212024								
995996113-7212024	Invoice	Admin - Cell Phones	07/21/2024	08/19/2024	119.82	Open	07/24	10-20-5335
995996113-7212024	Invoice	Admin - Cell Phones	07/21/2024	08/19/2024	119.82	Open	07/24	10-20-5335
995996113-7212024	Invoice	Parks - Cell Phone	07/21/2024	08/19/2024	39.94	Open	07/24	10-60-5335
995996113-7212024	Invoice	Parks - Cell Phone	07/21/2024	08/19/2024	39.94	Open	07/24	10-60-5335
995996113-7212024	Invoice	Streets - Cell Phones	07/21/2024	08/19/2024	233.38	Open	07/24	10-10-5335
995996113-7212024	Invoice	Streets - Cell Phones	07/21/2024	08/19/2024	233.38	Open	07/24	10-10-5335
Total 995996113-7212024:					786.28			
Total T Mobile (2040):					1,500.14			
Terracon Consultants, INC. (1692)								
TM43717								
TM43717	Invoice	PW Building	08/05/2024	09/05/2024	1,830.00	Open	07/24	21-00-7044
Total TM43717:					1,830.00			
Total Terracon Consultants, INC. (1692):					1,830.00			
Timberline Disposal (1467)								
5556472V324								
5556472V324	Invoice	Hwy 103 toilet	07/15/2024	07/21/2024	185.63	Open	07/24	51-00-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 5556472V324:					185.63			
5577851V324								
5577851V324	Invoice	200 W. Colorado Blvd Trash	08/01/2024	08/15/2024	413.46	Open	08/24	10-10-5202
Total 5577851V324:					413.46			
Total Timberline Disposal (1467):					599.09			
Transwest Trucks (1062)								
103S533309								
103S533309	Invoice	fleet maint	07/22/2024	08/22/2024	1,108.59	Open	07/24	10-10-6150
Total 103S533309:					1,108.59			
Total Transwest Trucks (1062):					1,108.59			
Treatment Technology (1078)								
192171								
192171	Invoice	Ferric Chloride	07/09/2024	08/09/2024	1,367.10	Open	07/24	52-00-6210
Total 192171:					1,367.10			
Total Treatment Technology (1078):					1,367.10			
USA Blue Book (376)								
00430960								
00430960	Invoice	digital titrator	07/23/2024	08/22/2024	482.00	Open	07/24	52-00-6207
00430960	Invoice	filters	07/23/2024	08/22/2024	223.10	Open	07/24	52-00-6207
00430960	Invoice	Pipettes and buffer	07/23/2024	08/22/2024	202.94	Open	07/24	52-00-6207
Total 00430960:					908.04			
Total USA Blue Book (376):					908.04			
Utility Notification Center of Colorado (1984)								
224070786								
224070786	Invoice	Locates - Water	07/31/2024	08/30/2024	82.56	Open	07/24	51-00-5108
224070786	Invoice	Locates - WW	07/31/2024	08/30/2024	82.56	Open	07/24	52-00-5108
Total 224070786:					165.12			
Total Utility Notification Center of Colorado (1984):					165.12			
VISA (1827)								
PD-603224								
PD-603224	Invoice	2019 chevy oil change	06/03/2024	06/28/2024	112.95	Open	05/24	10-30-6100
PD-603224	Invoice	bike pump	06/03/2024	06/28/2024	110.76	Open	05/24	21-00-6026
PD-603224	Invoice	colorado association of chieft of p	06/03/2024	06/28/2024	550.00	Open	05/24	10-30-5304
PD-603224	Invoice	customized cones	06/03/2024	06/28/2024	1,320.79	Open	05/24	10-30-6040
PD-603224	Invoice	deposit on hotel for estes park - b	06/03/2024	06/28/2024	115.80	Open	05/24	10-30-5212
PD-603224	Invoice	disc lock	06/03/2024	06/28/2024	88.60	Open	05/24	21-00-6026
PD-603224	Invoice	drinks	06/03/2024	06/28/2024	8.16	Open	05/24	10-30-5350
PD-603224	Invoice	fuel	06/03/2024	06/28/2024	40.00	Open	05/24	10-30-6191
PD-603224	Invoice	hotel for estes park - buseck	06/03/2024	06/28/2024	493.20	Open	05/24	10-30-5212
PD-603224	Invoice	lodging for sonnenberg and kade I	06/03/2024	06/28/2024	1,240.30	Open	05/24	10-30-5304
PD-603224	Invoice	pizza for install guys	06/03/2024	06/28/2024	18.78	Open	05/24	10-30-5305
PD-603224	Invoice	pizza with police	06/03/2024	06/28/2024	61.86	Open	05/24	10-30-5350
PD-603224	Invoice	pizza with police	06/03/2024	06/28/2024	83.94	Open	05/24	10-30-5350
PD-603224	Invoice	plates and beverages	06/03/2024	06/28/2024	16.98	Open	05/24	10-30-5350
PD-603224	Invoice	postage	06/03/2024	06/28/2024	10.90	Open	05/24	10-30-5310
PD-603224	Invoice	tire for 2015 ford and rear different	06/03/2024	06/28/2024	460.78	Open	05/24	10-30-6192

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
PD-603224	Invoice	travel for sonnenberg and kade tr	06/03/2024	06/28/2024	943.72	Open	05/24	10-30-5212
PD-603224	Invoice	vinyl signs	06/03/2024	06/28/2024	120.64	Open	05/24	10-30-6040
Total PD-603224:					5,798.16			
ADMIN-7032024								
ADMIN-7032024	Invoice	adobe - wonder	07/03/2024	07/25/2024	239.88	Open	06/24	10-20-7011
ADMIN-7032024	Invoice	cccma conference lodging deposit	07/03/2024	07/25/2024	297.04	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	cccma conference registration ma	07/03/2024	07/25/2024	149.00	Open	06/24	10-20-5212
ADMIN-7032024	Invoice	cml conference maria - lodging	07/03/2024	07/25/2024	469.60	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	dinner for meeting	07/03/2024	07/25/2024	140.92	Open	06/24	10-20-5210
ADMIN-7032024	Invoice	dola grand hearing food	07/03/2024	07/25/2024	47.12	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	food dola hearing	07/03/2024	07/25/2024	87.65	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	food for travel for grant hearing	07/03/2024	07/25/2024	76.38	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	gas for busecks vehicle for grant h	07/03/2024	07/25/2024	43.56	Open	06/24	10-30-6191
ADMIN-7032024	Invoice	icma annual conference	07/03/2024	07/25/2024	965.00	Open	06/24	10-20-5212
ADMIN-7032024	Invoice	lodging harmon buseck cain and	07/03/2024	07/25/2024	557.98	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	lodging to be refunded on next sta	07/03/2024	07/25/2024	862.82	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	new hire background check	07/03/2024	07/25/2024	69.98	Open	06/24	10-60-5108
ADMIN-7032024	Invoice	refund of hotel charges charged o	07/03/2024	07/25/2024	369.54-	Open	06/24	10-20-5305
ADMIN-7032024	Invoice	tip for ccfa meeting food	07/03/2024	07/25/2024	41.11	Open	06/24	10-20-5305
Total ADMIN-7032024:					3,678.50			
WATER-7032024								
WATER-7032024	Invoice	abs control mod	07/03/2024	07/25/2024	487.78	Open	06/24	51-00-6150
WATER-7032024	Invoice	toner cartridge	07/03/2024	07/25/2024	83.89	Open	06/24	52-00-6010
Total WATER-7032024:					571.67			
Total VISA (1827):					10,048.33			
WEX BANK (1459)								
98461708								
98461708	Invoice	Fleet fuel - Police	07/23/2024	08/14/2024	2,316.29	Open	07/24	10-30-6191
Total 98461708:					2,316.29			
Total WEX BANK (1459):					2,316.29			
Xcel Energy (540)								
886373672								
886373672	Invoice	525 Pine Slope	07/19/2024	08/08/2024	8.48	Open	07/24	51-00-6001
Total 886373672:					8.48			
886391463								
886391463	Invoice	1101 soda creek	07/19/2024	08/08/2024	13.31	Open	07/24	51-00-6001
Total 886391463:					13.31			
886395707								
886395707	Invoice	Water Treatment Plant	07/19/2024	08/08/2024	4,559.02	Open	07/24	51-00-6001
Total 886395707:					4,559.02			
886399392								
886399392	Invoice	PD	07/19/2024	08/08/2024	271.83	Open	07/24	10-30-6001
Total 886399392:					271.83			
886404353								
886404353	Invoice	1711 Miner	07/19/2024	08/08/2024	308.50	Open	07/24	10-20-6001

Invoice		Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 886404353:						308.50			
886444124									
	886444124	Invoice	1801 miner a	07/19/2024	08/08/2024	28.88	Open	07/24	52-00-6001
Total 886444124:						28.88			
886491695									
	886491695	Invoice	10 Montane	07/19/2024	08/08/2024	48.87	Open	07/24	51-00-6001
Total 886491695:						48.87			
886492855									
	886492855	Invoice	980 CR 314	07/19/2024	08/08/2024	3,440.97	Open	07/24	52-00-6001
Total 886492855:						3,440.97			
886791942									
	886791942	Invoice	New WWTP	07/23/2024	08/12/2024	5,852.33	Open	07/24	52-00-6001
Total 886791942:						5,852.33			
886969367									
	886969367	Invoice	Parks	07/24/2024	08/13/2024	276.33	Open	07/24	10-60-6001
Total 886969367:						276.33			
886974800									
	886974800	Invoice	pw	07/24/2024	08/13/2024	325.46	Open	07/24	10-10-6001
Total 886974800:						325.46			
Total Xcel Energy (540):						15,133.98			
Grand Totals:						1,104,061.49			

Report GL Period Summary

GL Period	Amount
05/24	239,392.65
08/24	15,830.33
07/24	287,930.08
06/24	549,507.43
09/24	11,401.00
Grand Totals:	1,104,061.49

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

IDAHO SPRINGS
CITY COUNCIL STAFF REPORT

Meeting Date: Monday, August 12, 2024	**Page 1 of 5**	**Item:**
Presented by: Dylan Graves Community Development Planner		**Minor Subdivision of Cabins Property at 3303 Highway 103 to Create Five Lots**

PROPOSAL:

This is a request for a Minor Subdivision to create five (5) lots at 3303 Highway 103, in accordance with Article XI of the Idaho Springs Municipal Code (ISMC). If approved, the existing property would be subdivided into five properties. The zoning on-site is C-3: Commercial Interchange Development. This is not proposed to change. Existing uses on-site include eleven (11) cabins built in the early 1900's that are used for nightly commercial lodging. Additional improvements on-site include a caretakers' unit and several small outbuildings. A private road is used to access the cabins. These cabins are owned and operated by the applicants, Rachel and Zuri Betz, who also own and operate the Blackstone Rivers Ranch in the Chicago Creek area. The proposed plat showing the five proposed lots to be created is included as Attachment 1.

ATTACHMENTS:

1. Proposed Plat

VICINITY MAPS:

City Water Treatment Plant

BACKGROUND:

The subject property is located at 3303 Highway 103. It was annexed into the City in 2020 via Ordinance No. 16, Series 2020 and zoned C-3 via Ordinance No. 17, Series 2020, and is considered "The Cabins Annexation Nos. 1, 2, and 3 to the City of Idaho Springs."

The applicants do not intend to establish any additional uses on-site or construct any new improvements at present, though the applicants have stated that in the future they would like to construct additional cabins on some or all of the lots proposed to be created via subdivision. The stated purpose of the subdivision is to "*subdivide the property into 5 parcels, which will allow us more flexibility in our business and estate planning. It will allow us to separate the ownership into separate LLCs, which we desire to do. We would also be able to sell only a portion of the property, if we so choose. Due to increases in the cost, and changes in availability of property and flood insurance in our area (especially for commercial properties), we would like to have more flexibility in our insurance choices, which the minor subdivision would provide.*" Staff would like to note that because no changes to zoning are proposed, any future uses on any newly created lots would be required to comply with the C-3 zoning district, unless re-zoned as part of a future application. C-3 allows a variety of commercial uses, in addition to multi-family housing.

CRITERIA FOR APPROVAL

For the Commission to recommend approval of a Minor Subdivision application, the Commission shall determine that the application meets the following criteria in conformance with Sec. 21-105(F) of the ISMC:

(1) Is in substantial conformance with the approved preliminary plat, including any conditions imposed on the approval of the preliminary plat.
(2) Is in conformance with all applicable requirements of these subdivision regulations.
(3) Is in conformance with all applicable requirements of the zone districts in which the property described in the final plat is located.
(4) Is in general conformance with the applicable goals and policies of the Comprehensive Plan.
(5) Is in compliance with the City's regulations for areas or activities of state interest.

Each criterion will be discussed below.

1. **The application is in substantial conformance with the approved preliminary plat, including any conditions imposed on the approval of the preliminary plat.**

This criterion is not relevant to a minor subdivision application, as no preliminary plat is required for minor subdivisions.

2. **The application is in conformance with all applicable requirements of these subdivision regulations.**

Staff believes that this criterion is suitably met. The plat meets the requirements listed in Sec. 24-124 of Chapter 24 of the ISMC for plat contents. It also meets all requirements found in Article XI of Chapter 24 for minor subdivisions, including the requirement that the subdivision does not create more than five (5) lots and does not involve or require the construction of any additional public improvements.

All lots being created have frontage upon a street of standards as required in the ISMC. All cabins currently have access to a private driveway that is suitable to provide vehicular access. Neither the Fire Authority nor the City Engineer had issues with existing access to the cabins on-site. Access is thought to be suitable for all lots proposed as part of this minor subdivision.

All lots have adequate water and wastewater facilities at present. Not all cabins are currently connected to City water and sewer. Eventually this will be done in accordance with Sec. 12-5 of the ISMC, but this Chapter 12 Code Section is not a part of the minor subdivision review criteria and will be addressed separately in the future. The applicants are working with City staff separately on this matter. Staff believes that at present, the current water and wastewater facilities are sufficient to support the minor subdivision request.

3. **The application is in conformance with all applicable requirements of the zone districts in which the property described in the final plat is located.**

The lots created because of this plat appear to meet all applicable requirements of the C-3 zoning district. The C-3 district does not have a minimum lot size. The lots being created would range in size from 0.65 acres to 3.32 acres.

The setbacks for the C-3 zone district are as follows:
Front: 10'
Rear: 10'
Side: 5'

All existing improvements conform with these setbacks so no structures will be made nonconforming as a result of this subdivision. The required open space percentage per lot in the C-3 district is 20%. All lots being created conform with this standard.

The uses on-site are not proposed to change because of this subdivision. All uses of the property are currently commercial in nature and all uses on newly created lots would continue to be commercial in nature. Proposed Lot 1 is the current location for property storage, equipment, landscaping and service supplies, along with a cabin, and several sheds. It is the staging area for all maintenance and care of the property. The proposed use of the lot is to stay the same as its current use. The applicant proposes to potentially build additional cabins on Lot 4 to expand their commercial lodging use. This could include a garage/workshop and service area for laundry, storage, maintenance equipment, and 2-3 additional guest cabins/units. The applicants' plan is to proceed with those approvals in the next few years. All cabins have private/unshared bedrooms, bathrooms and cooking facilities of some kind. A five-unit lodging building exists on proposed Lot 2 in addition to several lodging cabins. Proposed Lot 3 contains three lodging cabins. Lot 5 is currently vacant. No nonconforming uses will be created as a result of this application.

Any new uses proposed in the future would need to conform to the City's zoning regulations. These uses would be reviewed at the time a new application for development was submitted.

4. **The application is in general conformance with the applicable goals and policies of the Comprehensive Plan.**

The Comprehensive Plan identifies the property in question as "Transitional Mixed Use." Transitional Mixed Use would allow for a variety of uses, including residential or commercial uses. Lodging and event space would be appropriate with this designation. The Comprehensive Plan states the following about the Chicago Creek Area: *"Tourism oriented hospitality uses, including RV parks, motels and campgrounds, are appropriate in this area as long as they respect and maintain the appearance of the surrounding mountain residential character."*

The tourism-related uses have been long-established on this property. Subdividing the property into five lots allows for additional flexibility on the part of the owners to continue their tourism-related uses of the properties. The long-term goal is to expand the uses on-site to accommodate additional lodging and tourism services in the Chicago Creek Area.

It appears to meet the following objectives from the Comprehensive Plan:

Objective: Support tourism and special event activities.

The existing uses on-site are tourism related. Allowing additional flexibility for development in the area will continue to support tourism and provide opportunities for additional lodging within City Limits – a community need.

Objective: Actively pursue incentivizing economic development and supporting local businesses while protecting the Idaho Springs quality of life.

The applicants have stated that the allowance for a minor subdivision will improve their business by allowing additional lodging units to be built on-site and allow them to expand their operations. In addition, should they wish to sell a portion or all the property in the future, it would allow future owners the ability to redevelop the site (in accordance with the C-3 zoning district) or maintain the existing lodging and event uses on-site

Objective: Establish a pattern of future land uses that protects existing character, ensures compatibility with surrounding developments, and promotes the most efficient use of land.

This is an existing C-3 zoned property. This subdivision may allow additional commercial and tourism-related development on-site in an area that already has these uses established. This ensures compatibility and concentrates the lodging/commercial uses in this area.

Any future development of the lots would be required to meet Comprehensive Plan compliance and other City regulations. Staff believes that this criterion is suitably met.

5. **Is in compliance with the City's regulations for areas or activities of state interest.**

The application is in compliance with Chapter 25 of the ISMC for areas or activities of state interest. The purpose of Chapter 25 regulations, per Sec. 25-2, is to:

(1) Regulate projects which would otherwise cause excessive noise, water and/or air pollution, or which would otherwise degrade or threaten the existing environmental quality within the City;
(2) Promote efficient and economical use of public resources; and
(3) Protect the public health, safety, welfare and the environment.

The minor subdivision application is not intended to cause excessive noise, water, or air pollution or degrade or threaten environmental quality within the City. It also does not require the use of public resources. The public health, safety, and welfare will be protected. Staff believes this criterion is suitably met.

In addition to the five criteria for approval identified in Article IX of the ISMC, Sec. 24-155 of the ISMC states that **"No minor subdivision shall cause or continue any nonconforming lot as defined for zoning purposes unless a variance therefor is first approved pursuant to the zoning regulations."**

None of the proposed lots would be made nonconforming as a result of the minor subdivision application. Each will continue to meet zoning requirements for setbacks, height, open space, and access. Any future land use applications will be required to go through the relevant processes to review for compliance with City standards to ensure continued conformance with zoning regulations.

REFERRALS

This application was referred to Xcel Energy, the Idaho Springs Police Department, the Clear Creek Fire Authority, the City's engineer, and the City's Public Works Department for review and comment.

No comments were submitted that required revisions or require additions. Each department that reviewed the referral materials determined that it could be approved without issue from their agency.

PLANNING COMMISSION ROLE:

The ISMC requires every application to go before the Planning Commission for review and recommendation of either approval or denial to Council. The City Council must then act on the request for a minor subdivision, typically by resolution, after conducting its own public hearing after the Planning Commission has moved to recommend either approval or denial.

This application was presented to the Planning Commission on August 7, 2024. After deliberation, the Planning Commission recommended approval of the application by a vote of 5-0. No conditions were added and no changes to the proposal were recommended.

PLANNING STAFF RECOMMENDATION:

Staff and the Planning Commission recommend approval of the proposed Minor Subdivision, with no conditions.

RECOMMENDED MOTION:

Motion to approve a request for a Minor Subdivision to subdivide the existing property to create five (5) lots at 3303 Highway 103, zoned C-3.

Golden Egg Placer Minor Subdivision

Portions of The Golden Egg Placer M.S. No. 13335
Located in Section 9, Township 4 South, Range 73 West of the 6th Principal Meridian
City of Idaho Springs, County of Clear Creek, State of Colorado

DESCRIPTION:

The undersigned, being the owner of the following described property:

From the warranty deed recorded at Reception No. 289728;
The Golden Egg Placer Mining Claim U.S. Survey Lot No. 13335, as described by U.S. Mineral Patent recorded July 13, 1962 in Book 194 Page 309.

except that certain portion thereof described in and conveyed by deed recorded March 30, 1915 in Book 184 at rage 55: and

except those portions thereof deeded for highway purposes by instruments recorded July 2, 1931 in Book 212 at Page 144, January 17, 1957 in Book 253 at Page 563, and May 8, 1957 in Book 256 at Page 485 and 488; and

except that portion deeded to the City of Idaho Springs by instrument recorded November 3, 1989 in Book 316 at Page 360;

together with that portion of vacated roadway, as shown in road vacation case #96-RD-1 Land Survey Plat recorded April 4, 1986 in Book 535 at Page 733.

County of Clear Creek, State of Colorado.

Containing a calculated area of 407,268 square feet or 9.35 acres, has laid out, subdivided and platted the same into lots as herein shown under the name and style of Golden Egg Placer Minor Subdivision.

CONSTRUCTION COVENANT:

The undersigned owners, for themselves, their heirs, successors and assigns, covenant and agree with the City that no structure constructed on any portion of the platted land shown herein shall be occupied or used unless and until all public improvements, as defined by the Subdivision Regulations, are in place and accepted by the City or cash funds or other security for the improvements are escrowed with the City, and a Certificate of Occupancy has been issued by the City. Issuance of the Certificate of Occupancy shall be prima facie evidence that the foregoing conditions have been complied with.

Signed this_____day of____________________, 2024.

OWNER:

Cabins LLC, A Colorado Limited Liability Company

By: ____________________________________
Rachel Betz

State of Colorado)
 } SS
City of Idaho Springs)

The foregoing instrument was acknowledged before me this ____ day of __________________, 2024, by Rachel Betz of Cabins LLC, A Colorado Limited Liability Company.

Witness my hand and official seal

My commission expires ____________________

____
Notary Public

MORTGAGE CONSENT:

The undersigned, Sam Beutler, as a beneficiary of a deed of trust which constitutes a lien upon the described property, recorded at Book 998, Page 716, Clear Creek County Clerk and Recorder, hereby consents to the dedication of land, as designated on this Plat, and hereby forever releases said lands from the lien created by said instrument.

By: Sam Beutler, Executive Vice President
Name and Title

By: ____________________________________ Date: ______________
Signature

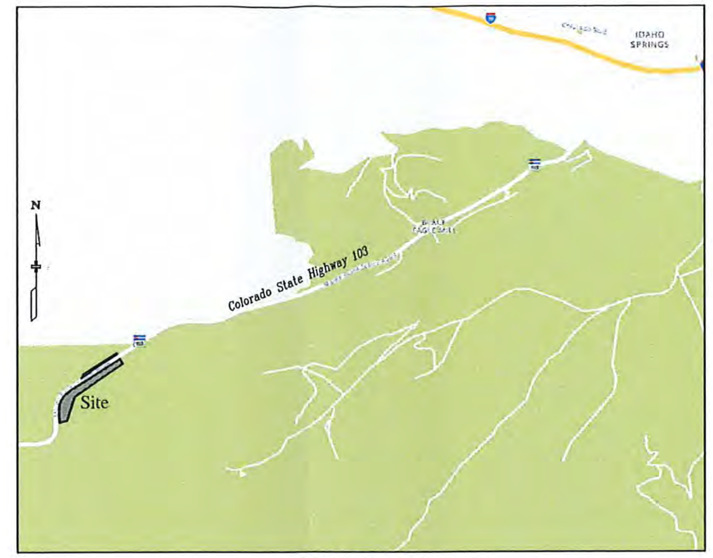
Address: 30770 Stage Boulevard
Evergreen, CO 80439

State of Colorado)
 } SS
City of Idaho Springs)

The foregoing instrument was acknowledged before me this ____ day of __________________, 2024, by Sam Beutler, Executive Vice President.

Witness my hand and official seal

My commission expires ____________________



VICINITY MAP
SCALE 1"=2000'

APPROVALS:

PLANNING COMMISSION APPROVAL CERTIFICATE:

Approved by the City of Idaho Springs Planning Commission this ________ day of __________________, A.D., 2024.

____
Chairman

CITY COUNCIL APPROVAL CERTIFICATE:

The foregoing plat is approved for filing, and conveyance of the streets and avenues, alleys, parks and all other places designated for public use shown thereon is accepted by the City of Idaho Springs, Colorado, this ______ day of____________________, A.D., 2024, subject to the condition that the City shall undertake maintenance of any such street or avenue, alley, park or other places designated for public use only after construction of said street and avenues, alleys, parks and other places designated for public use has been satisfactorily completed by the subdivider and accepted by the City of Idaho Springs.

Approved by the City of Idaho Springs City Council this _______ day of __________________, A.D., 2024.

____
Mayor

Attest: ____________________________________
City Clerk

TITLE CERTIFICATE:

I, __________________________, as authorized agent for Land Title Guarantee Company, and having the power and authority to legally bind Land Title Guarantee Company with respect to the certification made herein, hereby certify that I have examined title to the above-described land dedication to the City of Idaho Springs, and that the parties executing the dedication have merchantable title to the above-described real property and are well seized of the property dedicated by this plat and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to dedicate the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record and acceptable to the City.

Signed this ____ day of ______________________, 2024.

NOTES:

1. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute 18-4-508, C.R.S.
3. All dimensions shown hereon are expressed in U.S. Survey feet and decimals thereof. A U.S. Survey foot is defined as exactly 1200/3937 meters. All bearings shown here on are degrees-minutes-seconds.
4. This survey does not constitute a title search by Clear Creek Surveying. To determine title or easements of record. Research for this survey was performed in accordance with C.R.S. 38-51-106 and the rules of procedure and board policy statements of the state board of licensure for architects, professional engineers and professional land surveyors. No title commitment was provided.
5. Basis of Bearings: Bearings are based on the 2-3 line of The Golden Egg Placer Mining Claim, U.S. Lot No. 13335, having an assumed bearings of N55°37'43"E being marked at corner No. 3 with a No. 5 rebar with 2" aluminum cap stamped PLS 20136 and at corner No. 2 with a No. 5 rebar with a 2" aluminum cap stamped: CCS PLS 38056.
6. Per Idaho Springs Municipal Code - Unzoned: Setbacks are - Ten (10) foot for front lines, Ten (10) foot for rear lines, Five (5) foot for for side lines.

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that the survey of Golden Egg Placer Minor Subdivision was made in accordance with applicable standards of practice, was prepared under my responsible charge and to the best of my professional knowledge, information and belief is an accurate representation said subdivision. This is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
WESTON D. SPEARS
06/10/2024
38056

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Clear Creek Surveying

CLERK AND RECORDER'S CERTIFICATE:

Accepted for filing in the office of the Clerk and Recorder of the County of Clear Creek, State of Colorado this day of______________, A.D., 2024, at Book______, Page_____, Reception No.______________.

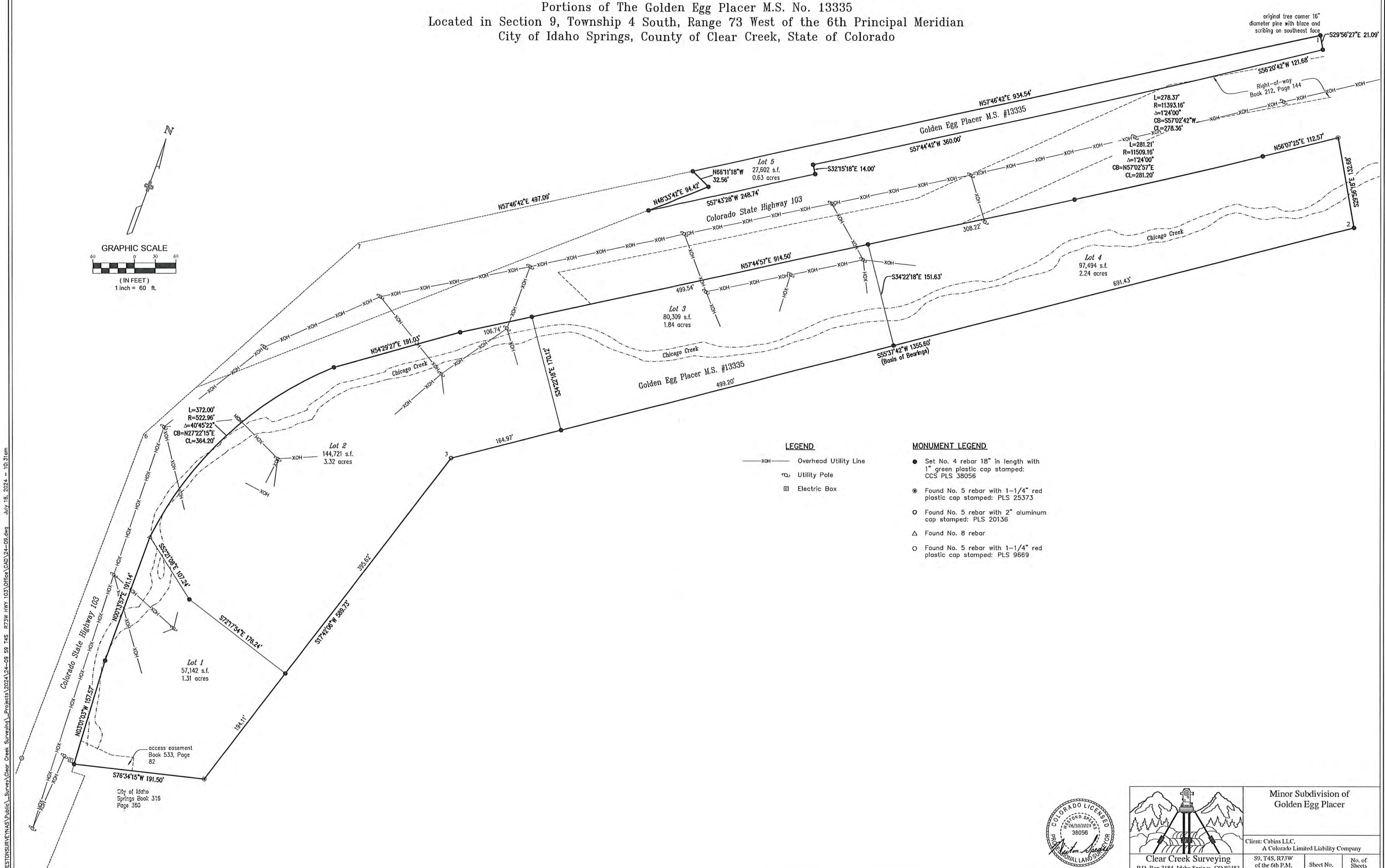
____
Clerk and Recorder

Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452 (303) 567-4755	Minor Subdivision of Golden Egg Placer		
	Client: Cabins LLC, A Colorado Limited Liability Company		
	S9, T4S, R73W of the 6th P.M.	Sheet No.	No. of Sheets
	Project No. 24-09	1	2

\\WESTONSURVEYNAS\Public_Survey\Clear Creek Surveying_Projects\2024\24-09 S9 T4S R73W HWY 103\Office\CAD\24-09.dwg July 18, 2024 - 10:31am

Golden Egg Placer Minor Subdivision

Portions of The Golden Egg Placer M.S. No. 13335
Located in Section 9, Township 4 South, Range 73 West of the 6th Principal Meridian
City of Idaho Springs, County of Clear Creek, State of Colorado



\\WESTONSURVEY\NAS\Public_Survey\Clear Creek Surveying_Projects\2024\24-09 S9 T4S R73W HWY 103\Office\CAD\24-09.dwg July 18, 2024 - 10:31am

Minor Subdivision of Golden Egg Placer		
Client: Cabins LLC, A Colorado Limited Liability Company		
S9, T4S, R73W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 24-09	2	2

Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452
(303) 567-4755

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 19, Series 2024

A RESOLUTION APPROVING THE GOLDEN EGG PLACER MINOR SUBDIVISION PLAT

WHEREAS, the City of Idaho Springs has received an application and all associated required materials from The Cabins, LLC (the "Applicant") to process a minor subdivision plat of certain area it owns known as 3303 Highway 103 (known as the Cabins Property or Blackstone Rivers Ranch Cabins) (the "Property") to create five (5) lots; and

WHEREAS, because the proposed subdivision does not create *more* than five (5) lots nor does it involve or require the construction of new public improvements, the subdivision constitutes a minor subdivision subject to the approval process set forth in Article XI of Chapter 24 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, after due and proper notice of all meetings and hearings required to be conducted on the proposed subdivision, the City Council has reviewed the proposed minor subdivision plat and application for conformity with the requirements of Article XI of Chapter 24 of the Code; and

WHEREAS, after such review, the City Council finds and determines that the proposed minor subdivision meets the requirements of the Code and should therefore be approved.

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 hereby incorporated herein as specific findings of the City Council.

Section 2. The Golden Egg Placer Minor Subdivision Plat, attached hereto and incorporated herein by this reference, is hereby approved.

Section 3. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

ADOPTED AND APPROVED, after public hearing, this 12th day of August, 2024.

CITY OF IDAHO SPRINGS

____
Chuck Harmon, Mayor

ATTEST:

By:________________________________
Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: August 12, 2024
Subject: City Administrator Update

Request for Action:

- Motion to approve a bid from FNF Construction, Inc. in the amount of $4,912,305.94 for the Virginia Canyon Road & Virgina Street Phase 1 Utility Improvement Project as recommended by HDR Engineering, Inc.
- Motion to approve an Agreement for Services with Sadie Schultz in an amount not to exceed $17,100 for community and business promotion activities.

Updates:

- The new City website has been launched! A huge thanks to our staff for working with the consultant on implementation, attending training, and continuing to update the website as needed.
- At the request of the City's auditor, the City has received approval from the State Auditor's Office for an extension for completion of its 2023 financial audit to September 30, 2024.
- Dylan, Maria and I attended on July 18 a Sports & Recreation Complex progress meeting for the redevelopment of the Shelly-Quinn Ballfields.
- Dylan, Maria and I attended on July 18 a progress meeting regarding the design of the train shelter.
- Attended on July 22 the Vitality Task Force meeting.
- Paul and I attended on July 23 a meeting with Kraemer North America about their request to temporarily store rip rap at the former sewer facility site.
- Maria and I met on July 22 with the State of Colorado about obtaining grant writing assistance for the Reconnecting Communities grant application for the pedestrian bridge over Interstate 70.
- Attended on July 22 a check-in meeting with the Colorado Department of Public Health and Environment regarding the City's application to the State Revolving Fund for water and sewer utilities projects.
- Lorraine Trotter conducted on July 24 on-site interviews with administrative support staff and supervisors for the position analysis project.
- The Mayor, Dylan and I attended on July 24 a meeting with Four Points Funding about the draft agreement for affordable housing deed restrictions.
- The Mayor, Nate and I attended on July 24 a meeting with the Board of County Commissioners and the other municipalities regarding the organizational analysis of the Clear Creek Fire Authority.
- Maria attended the Colorado City County Managers Association Summer Conference in Estes Park July 25-26.
- The Mayor and I attended on July 25 the groundbreaking ceremony for the Mighty Argo Cable Car project. Governor Polis made a surprise appearance and provided comments.

- Hoehn Architects, Paul and I attended on July 26 a site visit to assess water damage that has occurred on the west wall of the Carnegie Library. A specialized roofing contractor has been retained to evaluate and correct the problem.
- Paul and I attended on July 26 a meeting with a traffic control firm to provide services during construction of the emergency/maintenance access trail near Virginia Canyon Road.
- The Mayor, Dylan and I attended on July 29 a meeting with the Association for Commuter Transportation about final plans for a tour of Idaho Springs on August 4 during its conference in Denver.
- Attended on July 30 a check-in meeting with Common Knowledge Technology regarding the City information technology services.
- Dylan, Maria and I attended on July 30 and August 6 progress meetings with the Colorado Mountain Bike Association regarding trails construction at Virginia Canyon Mountain Park.
- Maria attended on July 31 a regional workshop in Frisco sponsored by the State Internet Portal Authority.
- The Mayor, Dylan and I met on July 31 with representatives of Park County who visited Idaho Springs to discuss their plans to improve the community of Baily and to learn from our experience.
- Dylan, Maria and I met on July 31 with representatives of CDOT about the City's Reconnecting Communities grant application for the pedestrian bridge over Interstate 70.
- The Mayor, Dylan and I met on August 6 with a physician who is interested in establishing an urgent care facility in Idaho Springs.
- Nate and I met on August 7 with the architecture/engineering team for the police station project regarding the draft request for qualifications to retain a contractor to participate in the remaining design work and preparation of construction documents.
- The Mayor, Nate, Maria and I attended on August 7 the CIRSA member appreciation lunch and update at the Club Hotel which was attended by municipal representatives from throughout the region.
- Maria and I attended on August 7 a meeting with HDR Engineering regarding preparation of the Reconnecting Communities grant application for the pedestrian bridge over Interstate 70.
- The Mayor, Dylan and I met with Rachel and Zuri Betz regarding the valuation of a sewer easement at their cabins property near the Water Treatment Facility.

Upcoming Events:

- The ribbon cutting for the new Carlson Elementary School will be held on Monday, August 12 at 4:30 p.m. at the former middle/high school building on State Highway 103.
- The Historical Society of Idaho Springs' 60th Anniversary Party and Smokey Bear's 80th Birthday Celebration will be held on Saturday, August 17th from 12:00 to 4:00 p.m. at the Visitor Center and Heritage Museum.
- The Historic Preservation Review Commission will meet on Tuesday, August 20 at 6:00 p.m.

August 8, 2024
Andy Marsh
City Administrator
1711 Miner Street
Idaho Springs, CO 80452

RE: Virginia Canyon – Virginia St Phase 1_Utility Improvements Contractor Recommendation

After reviewing the prospective construction bids for the Virginia Canyon-Virginia St Phase 1_Utility Improvement Project HDR Engineering, Inc. (HDR) recommends the project be awarded to FNF Construction, Inc. for a total bid amount of $4,912,305.94.

Please reach out to me with any questions that you may have. You can reach me at (719) 272-8913 or Jamey.smith@hdrinc.com

Sincerely,

Jamey Smith, PE
Transportation Project Manager

BID PROPOSAL
Virginia Canyon Road & Virginia Street Utility Improvements Phase 1
City of Idaho Springs, CO

Bids Due: 5:00 p.m. Mountain Standard Time, July 23, 2024

Note: Entries permitted in green cells only

Bidder:	FNF Construction, Inc.
CDOT Prequalification:	March 31, 2025
Colorado Secretary of State Certificate:	19881100007 exp 04/30/2025
By:	Jason Creach, Vice President
Bidder's Address:	115 S. 48th Street
Bidder's Address:	Tempe, AZ 85281
Contact Representative:	Jason Creach, Vice President
Email:	jcreach@fnfinc.com
Phone:	480-784-2910

Confirmation of Total Bid Price and Authorization:

In order to eliminate the chance of discrepancies in bid prices between this electronic form and the bidder's intended price, this section requires the bidder to write in the total bid, in numbers and words, as calculated by the following spreadsheet. It is intended to merely be a confirmation of what is calculated below. In the event of discrepancies, the written numbers and words will control over the spreadsheet below, on the assumption that an inadvertent entry was made before submitting the bid. In that event, the bidder shall produce the original spreadsheet that was used to produce the written numbers and words. If that spreadsheet cannot be produced, the bid shall be rejected in accordance with the Bid Rules.

CONTRACT ITEM NO.	ITEM DESCRIPTION	UNIT	TOTALS	BID PRICE	TOTAL
201	Clearing and Grubbing	L S	1	$6,000.00	$6,000.00
202	Removal of Manhole	EACH	1	$7,000.00	$7,000.00
202	Removal of Water Service	EACH	36	$3,000.00	$108,000.00
202	Removal of Fire Hydrant	EACH	2	$6,000.00	$12,000.00
202	Removal of Pipe (Main & Services)	LF	1,628	$120.00	$195,360.00
202	Removal of Sidewalk	SY	318	$60.00	$19,080.00
202	Removal of Curb	LF	1,322	$23.00	$30,406.00
202	Removal of Asphalt Mat	SY	4,254	$30.00	$127,620.00
202	Removal of Guardrail Type 1	LF	50	$90.00	$4,500.00
203	Unclassified Excavation	CY	428	$160.00	$68,480.00
203	Unsuitable Material	CY	50	$260.00	$13,000.00
203	Potholing	HOUR	200	$600.00	$120,000.00
208	Erosion Log Type 1 (12 Inch)	LF	230	$10.00	$2,300.00
208	Aggregate Bag	LF	120	$15.00	$1,800.00
208	Concrete Washout Structure	EACH	1	$7,000.00	$7,000.00
208	Storm Drain Inlet Protection (Type II)	EACH	5	$700.00	$3,500.00
208	Pre-fabricated Vehicle Tracking Pad	EACH	3	$15,000.00	$45,000.00
208	Erosion Control Management	DAY	12	$260.00	$3,120.00
210	Reset Ground Sign	EACH	17	$400.00	$6,800.00
210	Reset Fence	LF	53	$150.00	$7,950.00
210	Adjust Structure	EACH	3	$5,000.00	$15,000.00
210	Modify Manhole	EACH	2	$1,500.00	$3,000.00
211	Dewatering	LS	1	$7,000.00	$7,000.00
220	Stabilized Staging Area	L S	1	$13,000.00	$13,000.00
250	Environmental Health and Safety Management	L S	1	$20,000.00	$20,000.00
304	Aggregate Base Course (Class 6)	TON	1,185	$130.00	$154,050.00
403	Hot Mix Asphalt (Grading S) (PG 58-28)	TON	443	$220.00	$97,482.00
411	Emulsified Asphalt (Slow-Setting)	GAL	403	$4.00	$1,612.80
412	Concrete Pavement (6 Inch)	SY	127	$182.00	$23,114.00
514	Pedestrian Railing (Steel)	LF	73	$550.00	$40,150.00
603	4 Inch Plastic Pipe	LF	510	$250.00	$127,500.00
603	6 Inch Plastic Pipe	LF	1,147	$260.00	$298,220.00

603	3 Inch Non-Perforated HDPE Pipe	LF	116	$165.00	$19,140.00
603	4 Inch Non-Perforated HDPE Pipe	EACH	116	$170.00	$19,720.00
603	Connect to Existing Mine Drain	EACH	12	$900.00	$10,800.00
604	Manhole Box Base (10 Foot)	EACH	6	$8,500.00	$51,000.00
608	Concrete Sidewalk (6 Inch)	SY	309	$185.00	$57,165.00
608	Concrete Curb Ramp	SY	75	$455.00	$34,125.00
609	Curb and Gutter Type 2 (Section I-B)	LF	613	$70.00	$42,910.00
609	Curb and Gutter Type 2 (Section II-B)	LF	91	$70.00	$6,370.00
609	Curb Type 6 (Section M)	LF	1,207	$40.00	$48,280.00
610	Median Cover Material (Stone)	TON	2	$1,450.00	$2,900.00
619	Water Service	EACH	36	$6,000.00	$216,000.00
619	Connect to New Waterline	EACH	1	$1,800.00	$1,800.00
619	Connect To Existing Waterline	EACH	4	$1,500.00	$6,000.00
619	4 Inch Plastic Pipe	LF	10	$715.00	$7,150.00
619	6 Inch Plastic Pipe	LF	675	$560.00	$378,000.00
619	8 Inch Plastic Pipe	LF	906	$600.00	$543,600.00
619	6 Inch Air and Vacuum Valve	EACH	1	$6,400.00	$6,400.00
619	4 Inch Gate Valve	EACH	1	$2,800.00	$2,800.00
619	6 Inch Gate Valve	EACH	8	$3,300.00	$26,400.00
619	8 Inch Gate Valve	EACH	5	$4,800.00	$24,000.00
619	6 Inch Fire Hydrant	EACH	2	$14,700.00	$29,400.00
620	Field Office (Class 2)	EACH	1	$66,000.00	$66,000.00
620	Field Laboratory (Class 1)	EACH	1	$18,000.00	$18,000.00
620	Sanitary Facility	EACH	2	$2,600.00	$5,200.00
621	Detour Pavement (Maintain)	SY	131	$225.00	$29,387.14
625	Construction Surveying	L S	1	$87,000.00	$87,000.00
625	Construction Surveying (Hourly)	HOUR	250	$320.00	$80,000.00
626	Mobilization	L S	1	$202,464.00	$202,464.00
626	Public Information Management (Tier I)	DAY	201	$250.00	$50,250.00
630	Traffic Control (Special) LS	L S	1	$591,000.00	$591,000.00
700	F/A Minor Contract Revisions	FA	1	$600,000.00	$600,000.00
700	F/A Erosion Control	FA	1	$10,000.00	$10,000.00
700	F/A Environmental Health & Safety Management	F A	1	$50,000.00	$50,000.00
				GRAND TOTAL BID:	$4,912,305.94

Official Bid Price - Including Force Account Item (hand written in numbe $4,912,305.94

Official Bid Price - Including Force Account Item :
(hand written in words) Four Million, Nine Hundred Twelve Thousand, Three Hundred Five Dollars and Ninety Four Cents

Authorized Signature:

Printed Name: Jason Creach, Vice President

Date: July 23, 2024

Acknowledgment of Revisions:
Bidder shall list all revisions received and incorporated into this bid.

Revision Number	Revision Date
ONE	July 3, 2024
<Enter Revision Number>	<Enter Revision Date>

CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
CITY OF IDAHO SPRINGS
ADDENDUM #1

To prospective bidders:

This addenda #1 serves to present an updated advertisement schedule, answer questions to date, and clarify required bid documents.

For use with the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, dated 2023; CDOT Standard plans, as current at the time of Bid.

This is a Completion Date Contract. The Contractor shall complete all work within <u>335 calendar days</u> in accordance with the contract as indicated in the "Notice to Proceed". No extension of the contract time shall be allowed for inclement weather, foreseeable causes or conditions under control of the Contractor. If all work under the Contract is not completed on or before the specified Completion Date, Contract Time shall be assessed for each additional calendar day in accordance with Subsection 108.08 (a) 2 - Determination and Extension of Contract Time. All requests for extensions must be submitted in writing within seven (7) days in accordance with Subsection 108.08 (d). Liquidated Damages will be charged in accordance with Subsection 108.09 – Failure to Complete Work on Time.

<u>CONTRACT DOCUMENTS:</u>

1. Advertisement for Bids
2. Invitation to Bid
3. Instructions to Bidders
4. Bid Form
5. Bid Schedule
6. Construction Agreement
7. General Controls
8. Special Conditions
9. Technical Specifications
10. Notice of Award
11. Notice to Proceed
12. Payment Bond
13. Performance Bod
14. Construction Drawings
15. Submitted by Contractor prior to Notice of Award
16. Addenda ONE through ONE

NOTICE TO BIDDERS

Bidding Documents: The Bidding Documents shall include the Information for Bidders, the Plans and Specifications for the Project, the Bid Proposal, Bid Bond, all Addenda issued during the bidding process, and Statement of Bidders' Qualifications.

Submission of Bids -

Bids are to be submitted electronically no later than Tuesday, July 23rd at 5PM MDT to the Rocky Mountain E-Purchasing System at bidnetdirect.com/Colorado. Bidders are required to specifically enumerate acknowledgement of each Addendum issued at the time of bid submittal. The bids are to include a corporate seal and be signed by an officer duly authorized to be signatory to a contract. A five percent bid bond is also required.

Updated Schedule:

Event	Date
Advertise for bid to prequalified contractors	6/11/2024
Bids due	5:00 pm MDT, 7/23/2024
Contract Award by City Council	8/12/2024
Contract Execution	8/14/2024
Construction Start	8/15/2024

All blank spaces in the Bid Form must be completely filled out in ink or typewritten when submitted. All Bid Documents shall be filled out completely and submitted in total. Where a blank space answer does not apply to Bidder, insert N/A. **THIS IS A REQUIREMENT FOR ALL BIDDERS SUBMITTING BIDS FOR THIS PROJECT.**

Examination of Contract Documents and Project Site - Before submitting any Bid, the Bidder shall examine the Contract Documents as defined in the General Conditions, including all Addenda, the Project Site, and become totally familiar with each. Any inconsistencies, ambiguities, errors or omissions found in the Contract Documents or at the Project Site shall be brought immediately to the attention of the City Representative.

The submission of a Bid shall be a representation by the Bidder that he has complied with the requirements of the above paragraph.

The field conditions set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the actual site conditions.

No claim that there was any misunderstanding as to the quantities, conditions, or nature of the work will be entertained after submission of Bids. **Any Questions regarding the bid documents and/or observations during the site visit are to be submitted in writing to Andrew Marsh, Idaho Springs City Administrator via email at admin@idahospringsco.com not later than Wednesday, July 10, 2024 at 5PM MDT.**

Specifications and Plans - The work embraced herein shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction, dated 2023; the CDOT Standard Plans, as current at time of Bid; and in accordance with the City of Idaho Springs Standards and Specifications for Design and Construction, as current at the time of Bid, insofar as the same may apply, and in accordance with the plans and these special provisions.

Interpretation of Contract Documents - The Bidder shall present all questions requiring an interpretation of the Contract Documents in writing to the City Representative. If the City Representative's decision requires a modification of the Contract Documents, such modification shall be contained in an Addendum, which shall be sent to all Bidders having received copies of the Contract Documents. All Addenda issued by the City Representative shall become part of the Contract Documents and shall have been considered and included as part of any Bid. Any decisions or interpretations by the City Representative, which are not contained in any properly issued Addendum, shall have no effect.

Addenda - When interpretations of the Contract Documents are requested, or if errors, omissions, ambiguities, discrepancies or inconsistencies have been brought to the attention of the City Representative, and a modification of the Contract Documents is required, the City Representative shall issue an Addendum containing all pertinent information. Such Addenda shall be sent to all Bidders having received a copy of the Contract Documents and shall become a part of the Contract Documents.

Bonds - Each Bid shall be accompanied by cash, certified check or a Bid Bond payable to the City in an amount not less than **five percent (5%)** of the total Bid. The City shall retain the Bid Bond of any Bidder that the City believes to have a reasonable chance of receiving the award of the Contract until the successful bidder executes the Contract with the City and provides the City with a Performance Bond, Payment Bond, Certificates of Insurance, and Warranty required by the Bidding Documents. All other Bid Bonds shall be returned to the respective Bidders within **ninety (90) calendar days** of the opening of Bids. **ANY BID NOT ACCOMPANIED BY A CONFORMING BID BOND IN THE AMOUNT OF AT LEAST FIVE PERCENT OF THE BID PRICE WILL BE REJECTED.**

If the BID BOND submitted is determined to be non-conforming after the Bid has been read, then that Bid will be determined to be non-conforming and will be rejected.

PAYMENT BOND AND A PERFORMANCE BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the City, will be required for the faithful performance of the contract and payment of the subcontractors, material supplies and laborers.

Attorneys-in-Fact who sign BID BONDS, PAYMENT BONDS AND PERFORMANCE BONDS must file with each BOND a certified and dated copy of their Power of Attorney.

Applicable Laws - The submission of a Bid shall be a representation by the Bidder that he has familiarized himself with all laws applicable to the Project and will comply therewith throughout the Contract.

The City reserves the right to accept or reject any and all Bids, to waive any informality or technicality in any Bid, and to disregard all non-conforming, non-responsive, conditional or Alternate Bids whenever such rejection or waiver is in the City's best interest. Before making any award of a contract, the City will investigate any Bidder in such manner as it deems appropriate to determine the qualifications of that Bidder to perform the work under the Contract.

Statement of Bidder's Qualifications - In addition to the prequalification of Bidders, as referred to in Section 102.01 "Prequalification of Bidders," of the CDOT Standard Specifications for Road and Bridge Construction, Dated 2023, a Statement of Bidder's Qualifications shall accompany the proposal. A form for this statement will be found following the Project Addenda Form.

Notice of Award - The County shall notify the successful bidder, in writing, using the attached form. The Notice of Award will be accompanied by this Contract and the necessary Bond Forms. Within **ten (10) days** of the date of the Notice of Award has been issued, the successful bidder shall present, properly executed, a Payment Bond, Performance Bond, the necessary Certificates of Insurance and Warranty required by the Contract Documents, all other formal Contract Documents and sign the Contract.

Failure to Execute this Contract - In the event that the successful bidder fails to execute this Contract, or provide a properly executed Performance Bond, Payment Bond, the necessary Certificates of Insurance, and Warranty as required by the Contract Documents, the City may elect to hold the Bidder in default and retain the Bid Bond as liquidated damages.

Notice to Proceed - The Notice to Proceed, stating the date on which the work is to commence, shall be issued within **thirty (30) days** of the execution of this Contract by the County and the Contractor.

After the Notice of Intent to Award has been issued, **if the County fails to execute** this Contract within **sixty (60) days** of receipt of a properly executed Payment Bond, Performance Bond, receipt of the necessary Certificates of Insurance and Warranty required by the Contract Documents, and all other formal Contract Documents, then the successful bidder may, by written Notice to the County, withdraw from the Contract.

Tax Exemptions - Contractor shall pay all taxes imposed by law in connection with the Project, except the City of Idaho Springs Sales Tax, for purchases within the City, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a City tax-exempt number for the sales tax exemption.

Substitution of Materials or Equipment - All Bids are to be based on those materials and equipment specified in the Contract Documents. The County Representative shall be the sole judge of the acceptability of substitute materials and equipment and may accept or reject such substitutes at any time. If a Bid is based on substitute material or equipment, the County may require a Bidder to supply those materials or equipment specified in the Contract Documents at no increase in contract price and with no extension of the period of performance.

Commencement of Work and Time of Completion - Attention is directed to the provisions in Section 108 – "Prosecution and Progress," of the CDOT Standard Specifications, the City of Idaho Springs Project Special Provisions (PSPs) and to the information below.

The Contractor shall commence work on or before the **tenth day** following the date stipulated in the "Notice to Proceed" and shall diligently prosecute the work to completion before the expiration of the contract time. Contract time for this Completion Date Contract project will be **335 calendar days.**

Contract time shall be charged commencing with the date stipulated in the "Notice to Proceed."

The Contractor shall have a period of **fifteen (15) days** after award of the Contract for submission of data substantiating any request for a substitution of an "equal" item.

Liquidated Damages - The Contractor shall pay to City of Idaho Springs a sum determined from the schedule of liquidated damages set forth in Subsection 108.09 "Failure to Complete Work on Time," of the CDOT Standard Specifications for Road and Bridge Construction, or as revised, per day for each and every calendar day of delay in completing all or any designated portion of the work called for under the Contract, in all parts and requirements, within the time set forth in these special provisions.

BIDDER INFORMATION

COMPANY NAME: FNF Construction, Inc.

ADDRESS:

115 S. 48th Street

Tempe, AZ 85281

CONTACT PERSON: Jason Creach, Vice President PHONE NO.: (480) 784-2910

EMAIL ADDRESS: jcreach@fnfinc.com

FEDERAL TAX ID NO.: 86-0474623

Prompt Payment Discount Terms: N/A% 10 calendar days N/A% 20 calendar days N/A % 30 calendar days N/A % other N/A (Please specify)

Are credit cards accepted? Yes___ No X

STATEMENT OF BIDDERS QUALIFICATIONS

1. Company Name: FNF Construction, Inc.

2. How many years have you been engaged in this type of business? 40 years

3. List several companies and a person to contact with whom you have contracts:

A. Arizona Department of Transportation
Nathan Reisner, Construction Supervisor
(928) 774-191 nreisner@azdot.gov

B. Texas Department of Transportation
Saul Romero, Director of Construction
saul.romero@txdot.gov

C. Navajo Nation Dept of Transportation
Darryl Bradley, PE
(505) 871-8300 dbradley@navajodot.org

D. Maricopa County Dept of Transportation
Marcellus Lisotta, PE, PMP
(602) 506-4109 marcellus.lisotta@maricopa.gov

4. Are any lawsuits pending against you or your firm at this time?

Yes X No ____ If yes, provide details: In the ordinary course of business, FNF is a defendant in certain lawsuits filed by third parties alleging claims of personal injury or loss of property against FNF relating to traffic accidents or potholes that occurred within highway construction work zones. FNF is currently defending a number of such lawsuits, and vigorously denies the claims made by each such plaintiff.

5. Have any charges been filed against you or your firm or the bidding entity with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission or any other similarly constituted entity charges by any state or local government with the enforcement of antidiscrimination legislation or regulations?
Yes ____ No X If yes, provide details: N/A

6. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Idaho Springs in verification of the recitals comprising this Statement of Bidder's Qualification and that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated this 23rd day of July, 2024

(Company Name): FNF Construction, Inc.

By: Jason Creach
Title: Vice President

COLORADO
Department of Transportation
Office of the Chief Engineer

Engineering Contracts Services
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

NOTIFICATION OF PREQUALIFICATION

March 12, 2024

FNF CONSTRUCTION, INC.
115 S. 48TH ST
TEMPE, AZ 85281

Limit Amount: Unlimited
Vendor ID: 652A

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated March 12, 2024. Your file has been reviewed and determined to be complete. Based on the financial information and experience contained in your application, your firm is allowed to submit bids up to an unlimited amount.

Bids from a general contractor will be received subject to any limitation stated above, and with due consideration to the amount of work presently under contract, past performance on highway contracts, and the contractor's financial status at the time of bidding. It is further understood that the bidder has available the staff and equipment adequate for any project on which a bid is submitted; that the contractor's staff and equipment will be available to undertake the work on which bids are currently made, promptly after award of contract; and that the work will be carried on expeditiously and under proper supervision.

This notice supersedes all previous notices. This prequalification will expire on 3/31/2025. You must file a new application 17 days prior to that time to remain current. It is the contractor's sole responsibility to obtain and file the necessary forms each year prior to expiration. Renewals can now be made online at https://cdot.dbesystem.com.

Regards,

Danielle Mire
Technician IV

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FNF CONSTRUCTION, INC.

is an entity formed or registered under the law of Arizona , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19881100007 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2024 that have been posted, and by documents delivered to this office electronically through 05/07/2024 @ 11:55:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/07/2024 @ 11:55:34 in accordance with applicable law. This certificate is assigned Confirmation Number 16015059 .

Jena Griswold

Secretary of State of the State of Colorado

End of Certificate

<u>Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.</u> However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. <u>Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.</u> For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SIGNATURE PAGE

[Virginia Canyon-Virginia St Phase 1_Utility Improvements Package] ORDER FOR GOODS/SERVICES BID

The undersigned offeror hereby acknowledges that he/it has not entered into any agreement with any other offerer or prospective offeror or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from quoting, nor any agreement or arrangement for any act or omission in restraint of free competition among offerors.

Furthermore, said offeror has not disclosed to any person, firm or corporation the terms of said proposal or the price named therein.

In compliance with the terms and conditions of Bid for[Virginia Canyon-Virginia St Phase 1_Utility Improvements Package], the undersigned agrees to furnish any or all services upon which prices are offered on page two of this quote. Offeror hereby certifies that this quoted price is firm for a period of 60 calendar days from the due date specified in this Bid.

OFFEROR, the following must be fully completed:

Dated this 23rd day of July, 2024.

SIGNATURE OF OFFEROR:

If an individual N/A d/b/a N/A

If a partnership
By N/A, member of firm

If a corporation

FNF Construction, Inc. a Arizona corporation
(state)

By [signature] Jason Creach Title Vice President

Telephone Number: (480) 784-2910

FNF Construction, Inc. acknowledges
addendum 1 issued 07/03/2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: FNF-2024-037

Bid Bond

CONTRACTOR:
(Name, legal status and address)
FNF Construction, Inc.
115 S 48th Street
Tempe, AZ 85281

OWNER:
(Name, legal status and address)
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
VIRGINIA CANYON ROAD & VIRGINIA ST UTILITY IMPROVEMENTS PHASE 1 Idaho Springs, Colorado

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of June , 2024

(Witness)

FNF Construction, Inc.
(Principal) Jason Creach (Seal)
Vice President
(Title)

(Witness) Alexa N. Chavez

Liberty Mutual Insurance Company
(Surety) (Seal)
(Title) Christopher T. Moser, Attorney-in-Fact

SARAH NAOMI GRAY
Notary Public - Arizona
Maricopa County
Commission # 665324
My Comm. Expires Apr 24, 2028

Liberty Mutual.
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher T. Moser all of the city of Chicago, state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2024

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID PROPOSAL
Virginia Canyon Road & Virginia Street Utility Improvements Phase 1
City of Idaho Springs, CO

Bids Due: 5:00 p.m. Mountain Standard Time, July 23, 2024

Note: Entries permitted in green cells only

Bidder:	FNF Construction, Inc.
CDOT Prequalification:	March 31, 2025
Colorado Secretary of State Certificate:	19881100007 exp 04/30/2025
By:	Jason Creach, Vice President
Bidder's Address:	115 S. 48th Street
Bidder's Address:	Tempe, AZ 85281
Contact Representative:	Jason Creach, Vice President
Email:	jcreach@fnfinc.com
Phone:	480-784-2910

Confirmation of Total Bid Price and Authorization:

In order to eliminate the chance of discrepancies in bid prices between this electronic form and the bidder's intended price, this section requires the bidder to write in the total bid, in numbers and words, as calculated by the following spreadsheet. It is intended to merely be a confirmation of what is calculated below. In the event of discrepancies, the written numbers and words will control over the spreadsheet below, on the assumption that an inadvertent entry was made before submitting the bid. In that event, the bidder shall produce the original spreadsheet that was used to produce the written numbers and words. If that spreadsheet cannot be produced, the bid shall be rejected in accordance with the Bid Rules.

CONTRACT ITEM NO.	ITEM DESCRIPTION	UNIT	TOTALS	BID PRICE	TOTAL
201	Clearing and Grubbing	L S	1	$6,000.00	$6,000.00
202	Removal of Manhole	EACH	1	$7,000.00	$7,000.00
202	Removal of Water Service	EACH	36	$3,000.00	$108,000.00
202	Removal of Fire Hydrant	EACH	2	$6,000.00	$12,000.00
202	Removal of Pipe (Main & Services)	LF	1,628	$120.00	$195,360.00
202	Removal of Sidewalk	SY	318	$60.00	$19,080.00
202	Removal of Curb	LF	1,322	$23.00	$30,406.00
202	Removal of Asphalt Mat	SY	4,254	$30.00	$127,620.00
202	Removal of Guardrail Type 1	LF	50	$90.00	$4,500.00
203	Unclassified Excavation	CY	428	$160.00	$68,480.00
203	Unsuitable Material	CY	50	$260.00	$13,000.00
203	Potholing	HOUR	200	$600.00	$120,000.00
208	Erosion Log Type 1 (12 Inch)	LF	230	$10.00	$2,300.00
208	Aggregate Bag	LF	120	$15.00	$1,800.00
208	Concrete Washout Structure	EACH	1	$7,000.00	$7,000.00
208	Storm Drain Inlet Protection (Type II)	EACH	5	$700.00	$3,500.00
208	Pre-fabricated Vehicle Tracking Pad	EACH	3	$15,000.00	$45,000.00
208	Erosion Control Management	DAY	12	$260.00	$3,120.00
210	Reset Ground Sign	EACH	17	$400.00	$6,800.00
210	Reset Fence	LF	53	$150.00	$7,950.00
210	Adjust Structure	EACH	3	$5,000.00	$15,000.00
210	Modify Manhole	EACH	2	$1,500.00	$3,000.00
211	Dewatering	LS	1	$7,000.00	$7,000.00
220	Stabilized Staging Area	L S	1	$13,000.00	$13,000.00
250	Environmental Health and Safety Management	L S	1	$20,000.00	$20,000.00
304	Aggregate Base Course (Class 6)	TON	1,185	$130.00	$154,050.00
403	Hot Mix Asphalt (Grading S) (PG 58-28)	TON	443	$220.00	$97,482.00
411	Emulsified Asphalt (Slow-Setting)	GAL	403	$4.00	$1,612.80
412	Concrete Pavement (6 Inch)	SY	127	$182.00	$23,114.00
514	Pedestrian Railing (Steel)	LF	73	$550.00	$40,150.00
603	4 Inch Plastic Pipe	LF	510	$250.00	$127,500.00
603	6 Inch Plastic Pipe	LF	1,147	$260.00	$298,220.00
603	3 Inch Non-Perforated HDPE Pipe	LF	116	$165.00	$19,140.00
603	4 Inch Non-Perforated HDPE Pipe	EACH	116	$170.00	$19,720.00
603	Connect to Existing Mine Drain	EACH	12	$900.00	$10,800.00
604	Manhole Box Base (10 Foot)	EACH	6	$8,500.00	$51,000.00
608	Concrete Sidewalk (6 Inch)	SY	309	$185.00	$57,165.00
608	Concrete Curb Ramp	SY	75	$455.00	$34,125.00
609	Curb and Gutter Type 2 (Section I-B)	LF	613	$70.00	$42,910.00
609	Curb and Gutter Type 2 (Section II-B)	LF	91	$70.00	$6,370.00
609	Curb Type 6 (Section M)	LF	1,207	$40.00	$48,280.00
610	Median Cover Material (Stone)	TON	2	$1,450.00	$2,900.00
619	Water Service	EACH	36	$6,000.00	$216,000.00

619	Connect to New Waterline	EACH	1	$1,800.00	$1,800.00
619	Connect To Existing Waterline	EACH	4	$1,500.00	$6,000.00
619	4 Inch Plastic Pipe	LF	10	$715.00	$7,150.00
619	6 Inch Plastic Pipe	LF	675	$560.00	$378,000.00
619	8 Inch Plastic Pipe	LF	906	$600.00	$543,600.00
619	6 Inch Air and Vacuum Valve	EACH	1	$6,400.00	$6,400.00
619	4 Inch Gate Valve	EACH	1	$2,800.00	$2,800.00
619	6 Inch Gate Valve	EACH	8	$3,300.00	$26,400.00
619	8 Inch Gate Valve	EACH	5	$4,800.00	$24,000.00
619	6 Inch Fire Hydrant	EACH	2	$14,700.00	$29,400.00
620	Field Office (Class 2)	EACH	1	$66,000.00	$66,000.00
620	Field Laboratory (Class 1)	EACH	1	$18,000.00	$18,000.00
620	Sanitary Facility	EACH	2	$2,600.00	$5,200.00
621	Detour Pavement (Maintain)	SY	131	$225.00	$29,387.14
625	Construction Surveying	L S	1	$87,000.00	$87,000.00
625	Construction Surveying (Hourly)	HOUR	250	$320.00	$80,000.00
626	Mobilization	L S	1	$202,464.00	$202,464.00
626	Public Information Management (Tier I)	DAY	201	$250.00	$50,250.00
630	Traffic Control (Special) LS	L S	1	$591,000.00	$591,000.00
700	F/A Minor Contract Revisions	FA	1	$600,000.00	$600,000.00
700	F/A Erosion Control	FA	1	$10,000.00	$10,000.00
700	F/A Environmental Health & Safety Management	F A	1	$50,000.00	$50,000.00
			GRAND TOTAL BID:		$4,912,305.94

Official Bid Price - Including Force Account Item (hand written in numbers): $4,912,305.94

Official Bid Price - Including Force Account Item : (hand written in words) Four Million, Nine Hundred Twelve Thousand, Three Hundred Five Dollars and Ninety Four Cents

Authorized Signature:

Printed Name: Jason Creach, Vice President

Date: July 23, 2024

Acknowledgment of Revisions:
Bidder shall list all revisions received and incorporated into this bid.

Revision Number	Revision Date
ONE	July 3, 2024
<Enter Revision Number>	<Enter Revision Date>

PERFORMANCE BOND

Bond No. ____________

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)

(Address)
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)

(Address)

hereinafter referred to as "the Surety", are held and firmly bound unto the City of Idaho Springs, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the penal sum of ________________________ dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated ______________________, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work;

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of Contractor's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ______ day of ______________________, 20___, and may be executed in counterparts, each one of which shall be deemed an original.

	PRINCIPAL
ATTEST:	
By:	By:
Title:	Title:
	Address:
(Corporate Seal)	
	SURETY
ATTEST:	Surety:
By:	By:
Attorney-in-Fact:	Title: Address:
(Surety Seal)	

NOTE: Date of Bond must not be prior to date of Agreement and Surety must be authorized to transact business in the State of Colorado and be acceptable to the City.

PAYMENT BOND

Bond No._____________

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)

(Address)
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)

(Address)

hereinafter referred to as "the Surety", are held and firmly bound unto the City of Idaho Springs, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of DOLLARS and /100 ($) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated ____________________, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ______ day of ________________________, 20___, and may be executed in counterparts, each one of which shall be deemed an original.

PRINCIPAL

ATTEST:

By:

Title:

(Corporate Seal)

By:

Title:

Address:

SURETY

ATTEST:

By:

Attorney-in-Fact:

(Surety Seal)

Surety:

By:

Title:
Address:

NOTE: Date of Bond must not be prior to date of Agreement and Surety must be authorized to transact business in the State of Colorado and be acceptable to the City.

NOTICE OF AWARD

Date: [INSERT DATE]

____
____
____

Re: [INSERT PROJECT NAME]

Dear ____________:

Thank you for submitting a bid for INSERT PROJECT NAME].

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the City will execute both. One fully executed original will be returned to you.

Should you have any questions, please call me at (303) 567-4421.

Sincerely,

Andrew Marsh
City Administrator

NOTICE TO PROCEED

Date: [INSERT DATE]

____
____
____

Re: [INSERT PROJECT NAME]

Dear ____________:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the City of Idaho Springs concerning [INSERT PROJECT NAME].

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within ________ days from the date of this letter.

Should you have any questions, please call me at (303) 567-4421.

Sincerely,

Andrew Marsh
City Administrator

UPDATES TO BID DOCUMENTS
AND RESPONSES TOE QUESTIONS
CITY OF IDAHO SPRINGS
ADDENDUM #1

Updates to the bid documents consist of the following:

Document	Addition Detail and Location	Date
CIS Virginian Canyon/Virginia St. Plans, Sheets 1 through 201.	Addition of "General" section in the General Notes on Sheet 6.	7/3/2024
CIS Virginian Canyon/Virginia St. Plans, Sheets 1 through 201.	Addition of "211-03005 Dewatering LS" Item in the Summary of Approx. Quantities on Sheet 8.	7/3/2024
CIS Virginian Canyon/Virginia St. Plans, Sheets 1 through 201.	Updated Utility Contact List on Sheet 131.	7/3/2024
Project Special Provisions	Addition of "Revision of Section 203 – Vibration Monitoring" Project Special Provision	7/3/2024
Project Special Provisions	Addition of "Revision of Section 211 – Dewatering" Project Special Provision	7/3/2024
Project Special Provisions	Addition of "Revision of Section 621 – Detour Pavement" Projection Special Provision	7/3/2024
Project Special Provisions	Addition of Vibration Monitoring Spec	7/3/2024

Responses to Questions.

1. The documents provided do not contain bid items or signature forms for submittal, will a bid item schedule and signature pages be released?
    a. Addendum #1 provides the necessary bid schedule and required forms for submittal.

2. In the bidding documents we did not see any proposal documents for submittal. We pulled the bid schedule from the plans and can submit a 5% bid bond on an AIA form but just wanted to see if you were looking for any specific proposal documents for submittal as I did not see them in the specs?
    a. Addendum #1 provides the necessary bid schedule and required forms for submittal.

3. Is there a warranty period?
    a. Addendum #1 provides the specific warranty period in the "General Conditions" section Part 5, Section 5.01.

4. Did you have specific project completion days?
    a. Project completion days per the contract will be 335 calendar days.

5. Is there liquidated damages?
    a. Yes, there are liquidated damages. Addendum #1 provides more information regarding liquidated damages.

6. Is this tax exempt?
    a. Contractor shall pay all taxes imposed by law in connection with the Project, except the City of Idaho Springs Sales Tax, for purchases within the City, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a City tax-exempt number for the sales tax exemption.

7. Is the bedding material to be squeegee for water and sanitary lines per Standard Detail 45?
    a. Bedding material should be squeegee per Standard Detail 45 as shown on Sheet 78 of the Virginia Canyon/Virginia St Plans.

8. With importing #67 rock for full depth backfill of the utility trenches, does the City have a dump location for the spoil material?
    a. Project Special Provision Revision of Section 203 – Excavation and Embankment states "*All removed material shall become the property of the Contractor and shall be disposed of by the Contractor. All costs and permits related to the disposal site are the responsibility of the Contractor. Subgrade preparation and all reconditioning of soil below the paving section will not be paid for separately but shall be included in the cost of the work.*"

9. Will a bid schedule be provided?
    a. Addendum #1 provides the necessary bid schedule and required forms for submittal.

10. Is there a City specific bid bond form?
    a. Addendum #1 provides the necessary bid schedule and required forms for submittal.

11. Other than the bid bond are there any other items to be included in the bid submission?

a. Addendum #1 provides the necessary bid schedule and required forms for submittal.

12. What is the scheduled duration for the project?
    a. Project completion days per the contract will be 335 calendar days.

13. Will there be a winter shutdown?
    a. A winter shutdown is not currently anticipated.

14. Are there liquidated damages on the project?
    a. Yes, there are liquidated damages. Addendum #1 provides more information regarding liquidated damages.

15. Will there be a fee for City required permits?
    a. Fees for City required permits will be waived for this project.

16. Is the contractor responsible for costs associated with Xcel supporting power poles?
    a. Project Special Provisions, Utilities, Part 1 states that the "*Contractor shall perform the work listed below: The Contractor shall identity all existing utilities (by potholing if necessary) and protect in place when constructing the project, including sub-excavation work. If existing utilities are within close proximity horizontal or vertically, the Contractor shall alter the sub-excavation work limits, construction methods, or equipment to avoid impacting existing utilities.*"
       All costs incidental to the protect in place measures (including costs associated with Xcel supporting power poles) will not be paid for separately but shall be included in the work.

17. Do you have a bury depth on the existing power poles and/or if they have concrete footings/bases around the base of the pole?
    a. The City cannot conclusively state how the existing power poles were installed when they were installed as excavation around existing power poles has not occurred yet. However, typical industry standard practice is seven to ten foot embedment without concrete footings/bases.

18. Does the City have a proposed staging area for the work?
    a. As discussed on the mandatory site walk, the City is currently working on securing a location for the proposed staging area.

19. Do abandoned in place water or sewer lines need to be filled with flow-fill/flash-fill or just capped with concrete at the ends of the pipe?
    a. Project Special Provision Revision of Section 202 Removal of Structures and Obstructions States, *"Any water line or sanitary sewer requested to be abandoned in*

place by the Contractor in lieu of removal shall be approved by the Project Engineer. All water line or sewers abandoned in place shall be flow-filled and plugged at both ends. The Contractor must submit to the Engineer for approval a mix for flow-fill conforming to the requirements of section 206.02(a) and a plan/method for installing the flow-fill which will adequately fill all voids. Plugging and flow-fill will not be measured and paid for separately but shall be paid as Removal of Pipe (Main & Services) – LF as specified in the contract documents and as approved by the Project Engineer."

20. Is the water line on Virginia St. to be bored under the drainage channel? If open cut how will the removal and replacement of the concrete channel be paid?
    a. Project Special Provision Revision of Section 619 – Water Lines states: "*All Water Pipe will be paid for as Complete-in-Place. All labor, equipment, and materials including but not limited to structure excavation, structure backfill, and bedding material will not be measured and paid for separately but shall be included in the work.*"

21. Will lead pipe be encountered on any of the services or removals?
    a. Due to the age of residential structures adjacent to the project, it is possible, although not currently known by the City, that active lead pipe water service lines may be encountered. It is also possible that inactive / replaced lead water service lines may be encountered.
       Regarding active lead pipe water service lines that could be encountered, Project Special Provisions, Utilities, Part 1, City of Idaho Springs Public Works Department – Water Line, states "*Per project plans, water services shall be replaced from the proposed water main to the existing right-of-way line. If an existing water service line on private property is discovered to be broken/LEAD PIPE/not in condition for new pipe connection, the Contractor shall notify the property owner immediately. The Contractor shall, as directed by the City of Idaho Springs Public Works Department, provide the property owner with contact information for a licensed plumber who can assist the property owner with required repair/replacement of water service line. Cost of repairs/replacement to water service on private property will be the responsibility of the property owner.*"
       Any lead pipe that is encountered, whether from an active or inactive water service, shall be disposed of properly, and in accordance with State regulations, by the Contractor. Associated work shall be paid for under Pay Item 250-00010 Environmental Health and Safety Management in accordance with CDOT Standard Specification Section 250.

22. How will hazardous material be paid for if encountered on the project?
    a. Associated work shall be paid for under Pay Item 250-00010 Environmental Health and Safety Management in accordance with CDOT Standard Specification Section 250.

23. Can the bid date be extended due to the 4th of July holiday?
    a. Updated schedule is included with Addendum #1.

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 12th day of August, 2024, by and between the City of Idaho Springs, a Colorado municipality (the "City") and Sadie Schultz, an independent contractor ("Contractor").

WHEREAS, the City Council considered a Proposal from the Contractor at a work session on July 22, 2024 to formalize and codify the Vitality Task Force into the Business Promotion & Vitality Board (formerly the Economic Recovery Task Force); and

WHEREAS, the City Council desires to retain the services of the Contractor to assist with implementing this Proposal and sustaining the community and business promotion activities of the Vitality Task Force and the Idaho Springs Chamber of Commerce (Chamber); and

WHEREAS, the Contractor as Executive Director of the Chamber (Chamber) has held herself out to the City as having the requisite expertise and experience to perform the required services; and

WHEREAS, the City has contributed $10,000 from its approved budget to the operations of the Chamber and desires to increase its contribution for continued community and business promotion activities through its Executive Director (Contractor) for the reminder of the year as stated below; and

WHEREAS, the City has identified available funding in its Community Promotion budget to accommodate this increase.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied in this Agreement and in the job description contained in **Exhibit A**.

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

II. REPORTS, DATA

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor:

At the rate of Three thousand eight hundred Dollars ($3,800) per month (approximately 25-30 hours per week), for a total amount not to exceed Seventeen thousand one hundred Dollars ($17,100). Contractor will begin services on August 15, 2024 and continue through December 31, 2024. Compensation will include a half month of pay for August 2024 ($1,900).

B. The Contractor shall submit an invoice and summary of services to the City by the first of each month, and the City will submit the invoice for payment approval at the regular City Council meeting on the second Monday of each month.

C. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Upon approval of this Agreement which shall serve as the Notice to Proceed, Contractor shall commence work as set forth in this Agreement and the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be complete and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INSURANCE

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

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

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

C. Upon reasonable request by the City, Contractor shall provide to the City a certificate of insurance, completed by Contractor's insurance agent, as evidence of its adequate insurance coverage. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain adequate insurance shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on December 31, 2024, or (c) upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

IX. INDEPENDENT CONTRACTOR

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

X. MISCELLANEOUS

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

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

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

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

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

The City: City of Idaho Springs
ATTN: City Administrator
1711 Miner St.
PO Box 907
Idaho Springs, CO 80452-0907
admin@idahospringsco.com
303-567-4421

Contractor: Sadie Schultz
1634 Miner St.
Idaho Springs, CO 80452
s.peak@spiceandtea.com
720-606-9038

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

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

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

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

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

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

L. Work By Illegal Aliens Prohibited

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

2. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement. Further, Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

3. Contractor hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Contract through participation in either the E-verify Program or the Colorado Department of Labor and Employment Program.

4. Contractor is prohibited from using the E-Verify Program or the Colorado Department of Labor and Employment Program to undertake pre-employment screening of job applicants while this Contract is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Title 8, Article 17.5.

7. If Contractor violates this Subsection, the City may terminate this Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the City.

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

CITY OF IDAHO SPRINGS

____
Chuck Harmon, Mayor

ATTEST:

____
Diane Breece, City Clerk

CONTRACTOR

____

By:______________________________
Print name, title

STATE OF COLORADO)
) ss.
COUNTY OF ______________)

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

My commission expires:

(S E A L)

____
Notary Public

Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: August 12, 2024
Subject: Staff Report Regular Meeting

- ✓ Sales Tax Report
- ✓ Building Permit report
- ✓ Attended third and final session of website agenda management training 07/24/2024 (zoom) with Dylan.
- ✓ Attended the End of Season Rafting meeting here at City Hall August 8th. This meeting was in coordination with Clear Creek County and all of the rafting companies were invited as well.
- ✓ The vacancy posting for all our boards has been posted in the Clear Creek Courant on August 1st and August 8th, 2024. Letters of interest are due to me by noon August 22nd so council will have an opportunity to interview any interested candidates at the August 26th regular city council meeting. I have received 4 letters of interest for the newly formed Historic Sites and Facilities board, but none for any of our other boards as of yet.
- ✓ Been working whenever possible to get accurate and current information loaded onto the newly created website.
- ✓ Attended the Planning Commission meeting 08/07/2024.
- ✓ Municipal Court is scheduled for Thursday August 22nd
- ✓ HPRC will meet Tuesday August 20th.
- ✓ The Clerk's Office has received a written compliment!!! (letter attached)
- ✓ Working on creating a new business license application for Hotel/Motel/Lodging businesses.
- ✓ Water bills will be issued 09/02/2024. Summer averaging is in effect at this time and will carry through the November bill which covers August and September water/sewer.
- ✓ City Hall received and processed 1,631 incoming calls from external entities during the 22 working days in July, averaging 72 calls per day. Including both incoming and outgoing calls, the total number processed by City Hall was 2,150, which averages 98 calls per day. This level of productivity would not have been possible without the help and support of Kelsey and Maria. Thank you so much for your hard work!
- ✓ I processed 14 building permits and 20 contractor licenses in the month of July.
- ✓ We (City Hall and Public Works) processed 162 locates from 811 in the month of July.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	$136,640.85	$154,218.54	$154,968.62	$166,830.68	$199,661.64	$209,633.95	$241,059.18	$267,471.90	$312,734.13	16.92%	16.92%	312,734.13	267,471.90
Feb	$182,564.35	$194,616.57	$201,422.32	$246,761.66	$258,309.27	$266,351.19	$300,210.35	$326,794.82	$368,363.25	12.72%	14.61%	681,097.38	594,266.72
Mar	$139,731.94	$200,236.03	$194,756.37	$222,532.49	$235,940.98	$266,501.90	$265,799.93	$344,180.43	$365,835.89	6.29%	11.56%	1,046,933.27	938,447.15
April	$187,483.54	$177,395.43	$190,166.90	$207,177.31	$232,375.01	$243,676.11	$272,972.03	$361,032.17	$349,072.52	-3.31%	7.43%	1,396,005.79	1,299,479.32
May	$182,398.01	$206,563.51	$223,907.92	$232,244.57	$186,300.12	$291,578.68	$310,036.11	$402,899.93	$402,360.50	-0.13%	5.64%	1,798,366.29	1,702,379.25
June	$134,442.24	$159,819.04	$175,580.94	$178,261.23	$188,064.67	$248,167.82	$256,468.48	$317,733.49	$310,527.71	-2.27%	4.39%	2,108,894.00	2,020,112.74
July	$181,631.58	$177,345.32	$184,601.78	$213,658.13	$176,240.37	$275,287.42	$280,922.87	$339,029.09	$346,473.76	2.20%	4.08%	2,455,367.76	2,359,141.83
August	$233,208.76	$248,756.18	$274,310.00	$285,678.54	$289,485.68	$364,020.44	$364,822.74	$445,442.74	$471,665.00	5.89%	4.37%	2,927,032.76	2,804,584.57
Sept	$261,915.78	$295,890.20	$351,932.41	$393,380.68	$301,704.63	$411,802.03	$422,571.90	$562,291.21		-100.00%	-13.06%	2,927,032.76	3,366,875.78
Oct	$247,167.24	$266,861.70	$261,825.68	$308,276.28	$302,934.73	$346,174.64	$396,083.62	$479,965.55		-100.00%	-23.91%	2,927,032.76	3,846,841.33
Nov	$237,656.99	$217,782.08	$253,207.80	$268,690.51	$311,044.04	$379,340.95	$370,507.24	$437,935.60		-100.00%	-31.69%	2,927,032.76	4,284,776.93
Dec	$178,132.16	$176,952.97	$186,403.26	$228,281.95	$252,727.92	$294,442.00	$297,189.14	$376,787.75		-100.00%	-37.21%	2,927,032.76	4,661,564.68
Total	$2,302,973.44	$2,476,437.57	$2,653,084.00	$2,951,774.03	$2,934,789.06	$3,596,977.13	$3,778,643.59	$4,661,564.68	$2,927,032.76				
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00				
% of Bud	116.90%	105.62%	104.58%	114.36%	97.75%	119.80%	99.44%	90.96%	55.50%				

Permits Details

Permit Acceptance Date: 07-01-2024 - 07-31-2024

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submittal Status	Plan Review Status	Submittal Name	Disciplines	Plans Examiner	Submittal #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid
	Permit Type		Commercial Remodel																		
	Permit Status		In Progress																		
07/23/2024	225 15th Avenue, Idaho Springs	24IDSP-00059	Design Build & Co, LLC	Commercial Alteration			07/30/2024		08/13/2024	In Progress	In Review	Not Started	Safebuilt Plan Review	Building, Electrical, Mechanical, Plumbing, Structural	Dennis Graham, Laura Lynn Arteaga	1	7	No	$322,100.00	$9,206.60	$1,603.47
Count: 1																					Total: $322,100.00
Count: 1																					Total: $322,100.00
	Permit Type		Commercial Roof - Asphalt																		
	Permit Status		In Progress																		
07/29/2024	2445 Colorado Boulevard, Idaho Springs	24IDSP-00062	Superoofs	Commercial One Stop	08/06/2024		08/06/2024	08/06/2024	08/13/2024	In Progress	Delivered	Approved with Comments	Safebuilt Plan Review #2	Roofing	Dan Wester	2	0	No	$98,175.00	$1,637.63	$1,637.63
Count: 1																					Total: $98,175.00
Count: 1																					Total: $98,175.00
	Permit Type		Furnace Replacement																		
	Permit Status		In Progress																		
07/01/2024	1402 Miner Street, Idaho Springs	24IDSP-00052	Freund & Freund Plumbing and Heating LLC	One Stop	07/01/2024					In Progress								No	$74,000.00	$1,210.00	$1,210.00
07/16/2024	2329 Miner Street, Idaho Springs	24IDSP-00058	Blue Sky Plumbing & Heating	One Stop	07/16/2024					In Progress								No	$7,250.00	$208.75	$208.75
Count: 2																					Total: $81,250.00
Count: 2																					Total: $81,250.00
	Permit Type		Life Safety Inspection																		
	Permit Status		Completed																		
07/08/2024	1800 Colorado Boulevard #11, Idaho Springs	24IDSP-00054		One Stop	07/08/2024	07/09/2024				Completed								No	$75.00	$75.00	$75.00
Count: 1																					Total: $75.00
	Permit Status		In Progress																		
07/09/2024	2445 Colorado Boulevard, Idaho Springs	24IDSP-00055		One Stop	07/09/2024					In Progress								No	$75.00	$75.00	$75.00
Count: 1																					Total: $75.00
Count: 2																					Total: $150.00
	Permit Type		Misc. Mechanical, Plumbing or Electrical																		
	Permit Status		In Progress																		
07/01/2024	545 Colorado 103, Idaho Springs	24IDSP-00051	Recor Solutions LTD	One Stop	07/02/2024					In Progress								No	$3,740.00	$238.00	$238.00
Count: 1																					Total: $3,740.00
Count: 1																					Total: $3,740.00
	Permit Type		Public Facility																		
	Permit Status		In Progress																		
07/30/2024	Franklin Mine Rd, Idaho Springs	24IDSP-00063		Commercial New						In Progress								No	$3,511,842.00	$29,031.23	$0.00
Count: 1																					Total: $3,511,842.00
Count: 1																					Total: $3,511,842.00
	Permit Type		PV System - Residential																		
	Permit Status		In Progress																		
07/24/2024	808 High Street, Idaho Springs	24IDSP-00060	Weddle and Sons, Inc.	Residential Alteration			07/24/2024	08/06/2024	08/07/2024	In Progress	Delivered	Resubmittal Required	Safebuilt Plan Review	Electrical, Structural	Terry Hansen	1	9	No	$20,000.00	$800.00	$800.00
Count: 1																					Total: $20,000.00
Count: 1																					Total: $20,000.00
	Permit Type		Replacement Windows																		
	Permit Status		In Progress																		
07/25/2024	1845 Miner Street, Idaho Springs	24IDSP-00061	Window Works	One Stop	07/31/2024					In Progress								No	$3,640.00	$154.60	$154.60
07/10/2024	1743 Miner Street, Idaho Springs	24IDSP-00056	Unison Builds, LLC	One Stop	07/10/2024					In Progress								No	$1,500.00	$122.50	$122.50
Count: 2																					Total: $5,140.00
Count: 2																					Total: $5,140.00
	Permit Type		Residential Roof - Asphalt																		
	Permit Status		Completed																		
07/01/2024	808 High Street, Idaho Springs	24IDSP-00053	Weddle Professional Roofing	Residential One Stop	07/01/2024	07/09/2024				Completed								No	$7,726.56	$215.90	$215.90
Count: 1																					Total: $7,726.56
	Permit Status		In Progress																		
07/11/2024	1600 Wall Street, Idaho Springs	24IDSP-00057		Residential One Stop	07/12/2024					In Progress								No	$550.00	$108.25	$108.25
Count: 1																					Total: $550.00
Count: 2																					Total: $8,276.56
	Permit Type		Residential Roof - Other																		
	Permit Status		In Progress																		
07/30/2024	2304 Wall Street, Idaho Springs	24IDSP-00064	1-800 Hansons, LLC	Residential One Stop	08/06/2024					In Progress								No	$24,013.00	$460.20	$460.20
Count: 1																					Total: $24,013.00
Count: 1																					Total: $24,013.00
	Total Permits: 14																				Valuation Total: $4,074,686.56

To the Mayor and To the City of Idaho Springs,

My name is Liz Tyus I reside at 1281 Chicago Creek Rd, Idaho Springs. In Mid-December our Water Main broke and we hired Blue Sky Plumbing to do the repair, this turned out to be the greatest mistake. After months of issues with the install, I did a verbal complaint with Clear Creek County because Blue Sky failed to pull permits, even though this fee was part of the statement of work.

Moving forward, I guess I'm in a bit of shock as to why a company that fails to pull permits, and breaks literally all the customers appliances, can put the customers health at risk and then cancels their warranty. I feel Blue Sky has some very unsafe practices for their employees and has some deceiving and misleading work ethics or their just incompetent and not necessarily skilled. However, they took advantage of a disabled Vet and people who are less physical. They knew we had to depend on their word, because my husband and I are not physically able to check their work, this is why pipes were left un replaced, the furnace was left broken, and I still don't know if I received a new water main or if it was just pieced together. They took total advantage of us and I hope this does not happen to another Colorado Consumer. My husband and I have paid over 26,000.00 since December, because Blue Sky knows they don't have to be accountable for their actions.

However, the reason for the letter today is I wanted to tell you about an outstanding employee, Wonder. She has been with me guiding me through this horrendous ordeal. I have been scatterbrained over what has happened paying for a water main and new pipe through out the house, and since I "questioned" the permitting I lost my warranty.

Wonder has been the calm voice, she has been an understanding voice, she went above and beyond to be with me when things were so crazy, she was a therapist because I was so distraught over how a company that fails to follow the rules could do such a thing, and cause so much damage. I was so and am so grateful to have had such and outstanding person on my side through this time of need. I want her to receive the recognition she deserves, because she didn't have to help me in so many other ways then her regular duties, but she chose to go Above and Beyond, and for that; I very grateful.

She is, and always will be employee of the Month for the next 20 years. Thank you Wonder!!!!!!!!!!!!!!!!

Sincerely

Elizabeth Tyus

9/30/21

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
https://cityofidahosprings.colorado.gov/ISPD

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: August 08, 2024

Subject: City Council Report for August 12, 2024

Requests for Action:

Meetings:

Chief Buseck Attended:
07/22/24: Vitality Task Force
07/23/24: Department Heads
Assisted in Interviews, OEM Director
07/24/24: City Position Analysis
CCFA Models Review
07/30/24: Department Heads Meetings
08/06/24: VCMP Meeting
Empire National Night Out
08/07/24: New PD, Architects
CIRSA Partner, Club Hotel

Training:
07/24: Sworn officers attended defensive tactics training.

Upcoming Training:

Code Enforcement:

- Abandoned Vehicle/Parking Complaints.
- Weeds/Tall Grass
- Dogs left in hot vehicles

Staffing:

- ISPD has one patrol position open.

Significant Incidents:

July 23, 2024, ISPD officers responded to the 1300 block of Miner Street on reports of a robbery in progress. **See attached Press Release.**

Between 07/26/24-08/07/24, ISPD arrested a total of 5 people who had active warrants out for the arrest for various crimes such as obstructing police officer, dangerous drugs charges and failure to appears.

August 04, 2024, ISPD officer was dispatched a vehicle that was stopped in the roadway near 6^{th} and Colorado Blvd. When ISPD arrived on scene he observed a male driver slumped over at the wheel. After a series of field sobriety tests, it was apparent the male driver was the under the influence of alcohol, drugs or both. The male was arrested and charged with DUI, Unlawful Possession of a Controlled Substance, and parking in roadways laned for traffic.

August 05, 2024, an ISPD officer was traveling on Interstate 70 Eastbound when he observed a vehicle failing to maintain its lane of travel. The officer conducted a traffic stop with the vehicle. During the traffic stop the officer detected a strong odor of burnt chemicals emanating from the vehicle. The officer observed what appeared to be drug paraphernalia in plain sight. The male driver was arrested for D.U.I, Careless Driving, possession of drug paraphernalia, and two counts of unlawful possession of a control substance.

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
https://cityofidahosprings.colorado.gov/ISPD

ISPD Responds to Theft & Assault, Resulting in Robbery Charge

7/28/24

On 7/23/24 at approximately 11:20 am, ISPD was dispatched to a report of a robbery occurring in the 1300 block of Miner St. The 911 callers stated the suspect was a male who had assaulted a female, stolen a clothing bag, and was stripping naked in the middle of the street. Officers arrived within minutes and were told by witnesses and the victim, that the suspect was, in fact, a female and that she had ran into the back of a business. Officers were directed into the back of a local business where the female suspect had fled and continued to cause a further disturbance by yelling at employees and throwing various objects. Officers contacted the partially clothed female suspect and she refused to follow verbal commands. Officers were able to use control holds to safely take the female suspect into custody. The suspect has been identified as 35-year-old Stefanie Vasquez.

The initial investigation revealed the victim had stopped in Idaho Springs to put fuel in her car. While at the gas station and without warning, the suspect, Vasquez, opened the victim's car door and took her clothing bag from the back seat. The victim did not know the suspect, and this appeared to be a completely random act. The victim attempted to confront Vasquez about taking her bag and this resulted in Vasquez assaulting the victim. Vasquez then disrobed in the middle of the street and began pulling the victim's clothing out of the stolen bag. Vasquez then began putting on the clothing that was taken from the victim during the robbery before fleeing into the back of a business.

The victim had minor injuries and was treated and released at the scene. The suspect, Vasquez, was transported to a regional hospital as a precaution, released, and then transported to the Clear Creek County Detention facility. Vasquez has been charged with aggravated robbery, 3rd degree assault, 1st degree criminal trespass, and harassment.

(photo courtesy of Clear Creek County Sheriff's Office)

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: Paul Crain
DATE: August 12th, 2024
Re. STAFF REPORT PUBLIC WORKS

---

2 Action Items.

Idaho Springs Public Works has been very busy with the many facets that make up the maintenance objectives of the City Crew.

Our Parks Team is in full summer operations, mowing and sprinkler system repair.

Our Distribution and Collection team are quite active with Routine Maintenance including flushing of dead end lines to improve water age, Monitoring areas of concern for SSO, and continued work on the water meters.

On 8/5/24 our Distribution Team had a "miss" for a service locate at 585 Hwy 103. Xcel energy contracted Ward Electric for utility pole replacement, and during the operation an unmarked water service was hit. The homeowner was only out of service a few hours and our team completed the repair by 12pm on 8/6/24.

The Streets Team Continues Sweeping operations, Continued work on Signs and pothole repairs. Crack/Seam seal has been completed for the full run of Colorado Blvd., some asphalt patching has been completed.

Courtney-Riley-Cooper Parks received a tree trimming. LAM Tree Service thinned out our Cottonwood trees, with many dead limbs and a few dead trunks removed. The job was very well executed and the trees are looking ship shape.

The Public Works building recent activities: Activity is very high on the interior. Drywall, electrical, plumbing and painting trades are all working within to quickly move towards completion. The Garage Apron has been poured, and the electrical service to the building is eminent. The Building has been officially addressed as 960 CR 314 (aka East Idaho Springs Rd.)

Paul Crain
Public Works Superintendent

Wonder Martell, Deputy City Clerk

From: kevin@bearicuda.com
Sent: Thursday, August 8, 2024 8:25 AM
To: Paul Crain
Subject: Your Order Needs Email "Approval"

Re: Order Number: 42444

Dear Paul:

We sent you a revised quote number 42444 reflecting the Freight Amount you did not see when you had originally placed your order. The Order Total with Product and Freight $59462.56.
We need you to respond to this email with either the words "APPROVED" or "CANCEL" For us to proceed one way or the other. If we do not hear from you your order will be placed as a quote only awaiting your approval and will not ship. Please contact us with any questions.
This is to acknowledge your order 42444 received by us on 08/08/24 12:00:00 AM is being held as a quote only.
Listed below are the contents of the order:

```
Item                        Qty    Qty    Qty  Expected
Number  Description                 Ord.   Shp.   Bck.  By
---------- ------------------------------ -------- -------- -------- --------
PAK304   BEAR PROOF TRASH LOCKER FOR 32  40.00   0.00   40.00  / /
TAN      GAL TRASH BINS
         DIM: 30W x 30D x 40H - HOLDS (
         1) 32 GAL TRASH BIN
         '
         SHIP USING AXEL LOGISTICS -
         CONTACT Bryson Sexton  WHEN
         ORDER IS READY FOR PICK UP AT:
          CELL:  865.393.3120 OR EMAIL
         HIM AT:
         bryson.sexton@axlelogistics.co
         m
         '

PAD-LATCH1 PADDLE LATCH FOR BEAR RESISTAN  40.00   0.00   40.00  / /
         T ENCLOSURE TOP
PAD-LATCH1 PADDLE LATCH FOR BEAR RESISTAN  40.00   0.00   40.00  / /
         T ENCLOSURE BOTTOM
```

Kind Regards
Bearicuda Customer Support

Bear Cans: The City was finally Issued a PO for reimbursement for the purchase of 40 bear resistant containers through Colorado Parks and Wildlife. Unfortunately prices for the containers and freight have increased since our initial contact with Bearicuda. The Sales contact with Bearicuda is confident the current price quote from June of this year is close, but the freight charge may have changed and I have not received a firm number as of writing this request. My request will be for $59,462.56, for the purchase of 40 bear resistant containers $50,000.00 of which will be reimbursed through a State grant. This price does not include any graphics, that will be an additional cost upwards of $16,000.00.

Move to approve the purchase of 40 Bear resistant refuse containers from Bearicuda in the amount of $59,462.56 from line item 21-00-6028.

Pavement at the New Public Works Shop, 560 CR 314: This ask is for paving the lot around the new PW building, and a portion around the digester building in the same complex. I have only sought quotes from 2 Paving companies and received 1 quote from A-Fast Patch, none from APC, Asphalt Paving Company. I can request from others if council desires but it is my opinion the numbers will come in close or higher to the A-fast Patch price projection. I am rushing this slightly in an effort to have asphalt installed at the same time the new shop is completed, near the end of August. A-fast Patch quotes us $139,090 to Asphalt pave 24,400 Square feet and that number is in line with our cost of paving the eastern portion of the complex that was paved in 2023.

Move to approve Paving of the new Idaho Springs Public Works lot at 560 CR 314, by A-Fast Patch for the amount of $139,090.00 from line item 23-00-6016.

Paul Crain

From: hank binder <hank@a-fastpatchinc.com>
Sent: Monday, August 5, 2024 8:43 AM
To: Paul Crain
Subject: Re: Idaho Springs NEW City Shop

Paul,

Pricing is as follows,

19,900 sqft paving 4" compacted asphalt grading "S" $110,620

4500 sqft paving 5" compacted asphalt grading "S" $28,470

These prices based on subgrade being +- 1/10 of an foot. Additional cost could be imposed based on how much subgrade prep is needed. If subgrade is soft, pumping, wet, unsuitable material, Additional cost will be incurred to import suitable material for grading.

Price does not include layout, permits, fees, testing.

Final price of ~~$129,090~~ will be based on actual sqft paved, and total tons used.

$139090 Call Confirmed w/ Hank Binder

Respectfully
Hank Binder
A-Fast Patch Inc.

On Aug 1, 2024 9:39 AM, Paul Crain <pcrain@idahospringsco.com> wrote:

Hank,

SQ footage at 4 inches is 19,900 SqFt

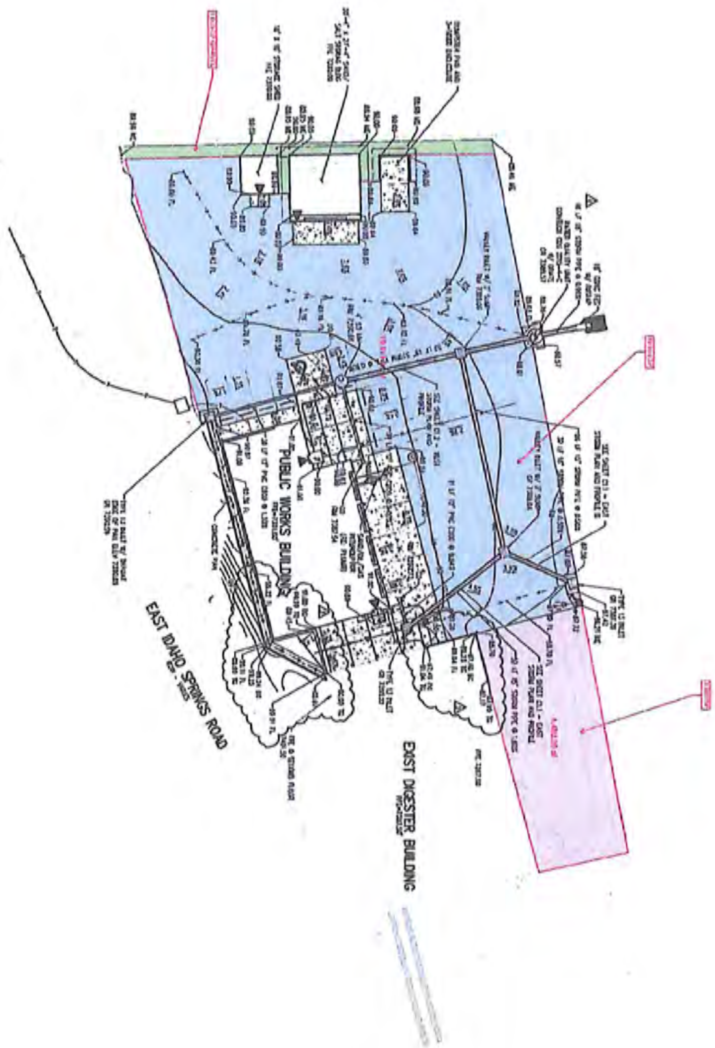
At 5 inches (area north of the Digester) 4,500 SqFt

Paul Crain

Public Works Superintendent

City of Idaho Springs

303-961-4942



NO.	DATE	DES'D	DW'N	REVISION DESCRIPTION
3	[illegible]	NAS	NAS	RFI 18 STORM SYSTEM CONFLICT
2	[illegible]	NAS	NAS	RFI 17 RETAINING WALL AND FOUNDATION REDESIGN
1	[illegible]	NAS	NAS	SAFEBUILT PERMIT COMMENTS

CITY OF IDAHO SPRINGS
PUBLIC WORKS FACILITY
IDAHO SPRINGS, COLORADO

GRADING AND DRAINAGE PLAN

SHEET NO.
C1.0


KOMATSU

City of Idaho Springs Water Quality
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: Edward Sigward
DATE: 8/12/2024
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

One request for action to approve Sewer line monitoring equipment to browns Hill Engineering for $13,580 from line item #52-72-7320

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	ND	ND	0.09	9.61	3.53

- Digester air header repaired and back online
- Adjustments made to plant to return to normal operation
- I&I plan and investigation – flow returning to normal levels

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.82)	<60	<80
Current	2.00	0	0%	3.9	46.7	51.9

- Weekly Mattie dam meetings started
- Lead/ Copper sampling complete.
- Clearlogix shutdown for season?
- System flushing

EXHIBIT A

[SCOPE OF SERVICES]

Job Description:
Contracted Director of Business Promotion and Vitality

Purpose:
The Temporary Contracted Director of Business Promotion and Vitality will support the formalization and strategic direction of the Business Promotion & Vitality Board in Idaho Springs. This role aims to establish a structured platform for continuous collaboration and strategic planning with City Leadership to foster economic growth and enhance community vitality.
Key Responsibilities:

1. **Project Execution and Collaboration**:
   a. Assist in the formalization of the Business Promotion & Vitality Board, including identifying interested candidates for Board membership and making recommendations to the City Council for appointments.
   b. Collaborate with City Leadership regarding CDOT impacts and on major projects such as the Downtown Master Plan and mobility hub. Ensure ongoing communication and implement solutions addressing community concerns.
   c. Schedule and facilitate bi-weekly Business Promotion and Vitality meetings.
   d. Plan and coordinate quarterly community engagement meetings to gather input and foster collaboration.
   e. Coordinate city events and liaise with external event organizers. Work with City staff and City departments to manage special events within Idaho Springs.
   f. Manage and update the city website to include a community calendar and business listing page.
   g. Additionally, this position will assist in the recruitment and training of a full-time replacement for the Director role.
2. **Strategic Planning:**
   a. Working with the board to develop and execute long-term marketing and promotion plans aligned with the community's vision and economic development goals.
   b. Collaborate with the Board on an event schedule that supports community vision and economic development.
   c. Utilize tools like the CSS Worksheet to categorize and prioritize issues from community engagement meetings, defining success metrics and preferred solutions.
3. **Communication:**
   a. Effectively communicate the recommendations of the Business Promotion & Vitality Board to City staff and City Council, ensuring alignment with community goals and economic development strategies.
   b. Maintain regular communication with local businesses regarding upcoming events, marketing initiatives, and strategic plans. Foster collaborative partnerships to enhance business participation and support.

c. Facilitate clear and transparent communication channels between the Board, stakeholders, and the broader community to ensure engagement and accountability in all initiatives.

4. **Resource Management**
    a. Maximize and manage the Community Promotion budget effectively. Allocate resources to initiatives with the highest community benefit, focusing on increasing sales tax revenue.
    b. Develop collaborative programs between the city and local businesses, such as the flowers program and holiday lights program.
5. **Monitoring and Evaluation:**
    a. Regularly evaluate the impact of initiatives on business vitality, community engagement, and economic indicators.
6. **Board Coordination:**
    a. Work closely with appointed Board members representing local businesses, nonprofits, and community leaders. Collaborate on comprehensive strategies to promote prosperity in Idaho Springs.

Immediate Actions:

- Support the City Council in finalizing the Business Promotion & Vitality Board's structure and appointments.
- Contribute to the recruitment and training process for a permanent Director of Business Promotion and Vitality.

8130 Shaffer Parkway, Unit A
Littleton, CO 80127
PHONE: 720-344-7771
FAX: 720-344-7460

Service Quote

Client: Idaho Springs WWTP
Project: Sewer Monitoring PLC

Browns Hill Job #: 24-423-SQ002 REV2
Date: July 18, 2024

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical equipment specifically listed in the following "Scope of Work."

Scope of Work:

- Provide sewer monitoring flow data back to the WWTP
- Provide and install new Micro PLC in exsiting enclosure
- Provide, Configure and install (2) Ubiquiti 2.4GHz radios. One at the Sewer, other at Town Hall
- IT Department to reconfigure existing ForiGate to allow access for new radios
- Provide PLC Programming
- Startup & Test

Exclusions: The following items are specifically excluded from this scope of work:

- All costs associated with cutting, patching and painting

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Proposal lump sum cost
and no/100 dollars $13,580

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Bryan Eaton

Bryan Eaton, Service Manager
Browns Hill Engineering & Controls, LLC

Customer Approval:

Signature: ____________________ Date: ____________________

Name: ____________________