



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
August 03, 2020
6:00 p.m.**

- ❖ Body Art establishments
- ❖ COMBA MOU
- ❖ VCMP Trails Grant
- ❖ Holiday Exception leave

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

Memorandum of Understanding (MOU)
Between
Colorado Mountain Bike Association (COMBA)
And
City of Idaho Springs (City)

Purpose:

This agreement sets forth guidelines that govern how COMBA and the City will work together to design, construct and maintain multi-use non-motorized trails managed by the City. While no specific trail work is described herein, this MOU lays the groundwork for a successful relationship between COMBA and the City.

It is Mutually Agreed that:

1. COMBA and the City will work together to plan, design, construct, maintain and/or improve specific trails identified by the City as appropriate for such joint work.
The final authority for all decisions concerning the trails belongs to the City.
2. COMBA and the City will agree to specific dates on which COMBA will perform mutually agreed upon activities for the City pursuant to this MOU. No work may be performed on any City-managed trails by COMBA or persons COMBA has engaged unless approved in advance by the City.
3. Except as may be expressly agreed by the City and COMBA in writing, all services that COMBA provides pursuant to this MOU will be provided by volunteers, expressly acting as such, at no cost to the City. This includes, but is not limited to, such things as planning and design assistance, trail assessments, documentation, trail construction, and maintenance activities (including organization of and carrying out volunteer work parties), etc.
4. The City may agree to pay COMBA for services on an exception basis from time to time, which requires a separate, written agreement for each activity.
5. Except as may be expressly agreed by the City and COMBA in writing, all work performed by COMBA pursuant to this agreement will be performed by personal labor and hand tools only.
6. Power Machines such as a mini-excavator, mini-skid steer, or mini-dozer (the machines):
 - a. The City agrees COMBA may use the machines notwithstanding the limitation to personal labor and hand tools referenced above. COMBA represents and warrants that the machines will be operated only by an experienced operator trained to operate that machine, and with appropriate experience.

- b. The machine will not be operated without the presence of another volunteer additional to the machine operator.
 - c. COMBA and its operator use the machine at their sole risk. The City is not responsible for any personal injury or property damage to the equipment or any persons as a result of COMBA's use of the machine.
 - d. The City agrees to provide or reimburse COMBA for the cost of diesel fuel for the machines performing the work, upon presentation of receipts for fuel purchases and any other documentation deemed adequate in the discretion of the City.
 - e. Additional compensation may be paid to COMBA to help offset costs associated with machine operation, rental, repair or maintenance at the discretion of the City.
- 7. COMBA shall purchase, and maintain throughout the course of its performance under this agreement, such insurance written by companies authorized to do insurance business in the State of Colorado as will protect COMBA from claims which may arise out of or result from COMBA's operations under the Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, with coverage as follows:
 - a. Worker's Compensation and Employer's Liability Insurance in amounts and coverage as required by the laws of Colorado.
 - b. Commercial General Liability Form of insurance with bodily injury and property damage liability limits of not less than \$387,000 for any one person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence. COMBA will have the City named an additional insured on its general liability insurance policy and provide a certificate of its being an additional insured before beginning work.
 - c. Automobile Liability form of insurance with bodily injury and property damage liability limits of not less than \$387,000 for any one person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence.
- 8. For liability insurance coverages, before COMBA may commence any Work under this Agreement, COMBA must provide a certificate, in a form satisfactory to the City, showing that the coverage will not expire or be terminated without first giving the County thirty days' notice thereof.
- 9. A City Volunteer Notification & Waiver of Liability form must be signed by each volunteer prior to that individual performing work on City-maintained or managed trails. The minimum age of volunteers is 14 years old, and any person under the age of 18 must have a parent or guardian sign the Waiver of Liability form on their behalf. No volunteers under the age of 18 may utilize power tools.
- 10. Principal contacts of the respective parties for the performance of this MOU are:
 - a. David Knox, COMBA Trial Coordinator for the City
 - b. Jonathan Cain, Assistant City Administrator

City Agrees:

1. To collaborate with COMBA to identify and prioritize appropriate trail construction and maintenance activities suitable for COMBA's volunteer assistance program.
2. To move plans and approvals through City processes in a timely manner.
3. To pay authorized expenses for materials required for trail construction and maintenance, directly or by reimbursing COMBA.
4. To review and approve project, design, construction, and maintenance plans as necessary.
5. To keep COMBA informed of management or policy changes that affect trail management or access.
6. To share relevant information as requested by COMBA to perform their agreed upon activities, for example, existing data/studies (EIS, surveying, GIS)
7. To pursue/facilitate local relationships, for example, easements from adjoining property owners and/or land managers, as necessary.

COMBA Agrees:

1. To assist with trail design, construction and maintenance within the prescribed specifications as described by the latest City Trail Design & Build Guidelines.
2. To provide leadership & organizational structure for COMBA volunteers.
3. To share relevant information and documents related to trail assessments, design, construction and maintenance activities.
4. To provide CCC with documentation detailing work to be performed on specific dates and secure written approval for that work from CCC prior to performing such work.
5. To provide crew leaders, volunteers, resources, and tools.
6. To determine means and methods to perform the agreed upon activities by the volunteers.
7. When deemed appropriate, to recommend contractors whose services can facilitate or support COMBA volunteer activities.
8. COMBA or individual volunteers will be responsible for transportation of volunteers to the trail head or work staging area.
9. To train and instruct their volunteers on City trail construction and maintenance techniques per the latest City Trail Design & Build Guidelines.
10. To perform a risk assessment for each project and notify both the volunteer and the City of any potential risk associated with the project. To address other safety concerns such as vehicular traffic, improper tool usage and weather as necessary during a project.
11. To require each volunteer to provide an adequate personal supply of water for proper hydration.

12. To keep the City informed of organizational changes that may alter COMBA's role.
13. To seek private and corporate donations as well as grants typically available to nonprofit organizations.
14. To make recommendations for qualified partners (e.g., IMBA, etc.)
15. To the maximum extent allowed by law, to waive all claims against the City for loss, damage and costs of any nature whatsoever arising from or relating to the parties' activities pursuant to this MOU.
16. To hold harmless, indemnify and defend the City from all claims for loss, damage or expense of any nature whatsoever by a volunteer who did not complete a City Volunteer Notification & Waiver of Liability form before performing work pursuant to this MOU, whose claim arises from or relates in any way to such work.

MOU Term:

This MOU shall remain in place until December 31, 2020. It will automatically renew for subsequent terms of one year, not to exceed 4 such renewal terms, commencing on January 1 and ending on December 31 of each succeeding year, until cancelled by one party giving the other at least 30 days written notice of its intent to terminate.

Budget/Appropriation:

Notwithstanding anything to the contrary contained in this Agreement, the City shall have no obligations under this agreement, nor shall any payment be made to COMBA or anyone else, in respect of any period or Work performed after any December 31 of each calendar year during the term of this agreement, without an appropriation therefor by the City in accordance with a budget adopted by the City Council of the City of Idaho Springs in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. Section 29-1-101 et seq.), and the TABOR Amendment (Constitution, Article X, Section 20).

The parties have entered into this MOU as of this _____ day of _____, 2020.

Colorado Mountain Bike Association

By: _____

Signature: _____

Title: _____

Date: _____

City of Idaho Springs

By: _____

Signature: _____

Title: _____

Date: _____

City of Idaho Springs

City Council Communication



Meeting Date: August 3, 2020

Presented By: Jonathan Cain, Assistant City Administrator

Item: Application to the Great Outdoors Colorado Community Resiliency Grant Fund

Attachment: Governmental Support Document

Background

In 2018, the City received a grant from Great Outdoors Colorado (GOCO) for \$62,000 to fund the creation of the Virginia Canyon Master Plan. This plan was meant to establish a sustainable multi use (hiker and biker) trail system in the Virginia Canyon Mountain Park, a 472-acre parcel located on the Northern limit of the City.

This plan was completed and approved by City Council in October of 2019. In July of 2020, City Council approved an addendum to the plan, to “adopt the recently surveyed mountain biking trail connections that will allow trail users to utilize property at the lower and upper landings of the recently approved Argo Phase 1 Gondola Final Development Plan (FDP) to access terrain that previously was difficult to access” (Virginia Canyon Mountain Park Master Plan – Addendum #1 – July 2020).

In the Argo Development Agreement, one of the conditions for approval was that the Argo provide a permanent access easement to the Park across their property. This is in place and will allow for access to the park with or without the Gondola Project.

With the completion of the Addendum to the Master Plan, the design of trails for the Virginia Canyon Mountain Park are designed to a “corridor standard”. This means that a “corridor” for the trail has been identified and designed for, and construction crews on site will be able to build the trail system.

The City has considered several ways to fund these trails. 1, the Argo has offered to loan the City \$400,000 of advance ticket sale revenue from the Gondola Operation to construct the Trails. City Staff has also been preparing to apply for a Colorado Parks and Wildlife Nonmotorized Trail Grant in October. Recently, a new Grant Opportunity that could lessen our reliance on these other funding opportunities has come to light: The Great Outdoors Colorado Resilient Communities Grant.

Great Outdoors Colorado Resilient Communities Grant Opportunity

In late July, City Staff was made aware of a new grant opportunity through Great Outdoors Colorado (GOCO). In response to the disruption caused by the COVID-19 pandemic, GOCO has launched a one time \$15 million Resilient Communities Program to help cities like Idaho Springs advance outdoor recreation, stewardship, and land protection projects in a manner that best reflects community needs and priorities during this time. Through this program, immediate needs or opportunities will be funded that have emerged in direct response to the pandemic within the context of the 5 GOCO values- Resource Conservation, Outdoor Stewardship, Community Vitality, Equitable Access, and Youth Connections.

GOCO is asking that projects address 1 or more of 4 key themes: Capacity and Operations Support, Stewardship, Community Vitality, and Urgent and Emergent Land Acquisitions. This grant requires a 10%

match, and there is no limit on the amount of funds that the City can request. The deadline for this round of funding is August 7.

City Grant Application

The City has spoken to the Colorado Mountain Bike Association and with GOCO representatives, and we believe that building some of the Hiker and Uphill biking trail system at Virginia Canyon Park would be a good candidate for this program. Staff proposes to apply to build 2.86 miles of trail in the Mountain Park, from Rosa Gulch to the South to the Upper Argo Landing at the North. Because of the access easements provided by the Argo Final Development Plan, this trail would be accessible to all of the residents of the City, and provide a critical facility for outdoor recreation and exercise to residents of the City, in close proximity to their homes.

Estimated Trail Construction Cost				
Segment 1	Rosa Gulch to Saddle	1.5 Miles	Hiking, Uphill Biking	\$15 per foot \$118,000
Segment 2	Saddle to Upper Landing (A)	1 Miles	Hiking, Uphill Biking	\$17 per foot \$89,000
Segment 3	Saddle to Upper Landing (B)	.6 Miles	Hiking, Uphill Biking	\$20 per foot \$63,360
Saddle	Saddle Loop Trail	.016 Miles	All Users	\$15 per foot \$39,600
Peak Hiking	Southern Peak	.25 Miles	Hiking Only	\$15 per foot \$126.72
W. DH MTB	Downhill MTB	1.1 Miles	Downhill MTB only	\$20 per foot \$116,180
Signage & Contingency				\$50,000
Estimated Total				\$475,666.72

We believe that this project is well aligned with both the GOCO core values and the “themes” for the Resilient Communities Grant Program. We also believe that if awarded this money, we could begin construction of these trails this fall.

City Matching Funds

This grant requires a 10% match in cash or in-kind contributions from the City of Idaho Springs and its partners. In 2017 and 2018, The City partnered with the Clear Creek Greenway Authority to host the “Feast on the Creek”. Funds from this program were meant to be used as match for the eventual construction of trails at Virginia Canyon Mountain Park and could be used as Match for this grant. Additionally, COMBA has offered to provide in kind match to the grant.

Governmental Support Letter

GOCO requires letters of support for Grant Applications. City Staff is preparing requests for several community stakeholders that have been involved in the project to date. We believe a letter from City Council documenting the public process and the need within our Community for a trail system such as this would be beneficial for our Grant Application.

Request for Action

Staff requests that City Council provide direction regarding this potential grant application for Great Outdoors Colorado. Staff additionally requests approval from City Council of a Governmental Support Letter for the Project.



City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
(303)567-4421 | (303)567-0124 (f)

August 7, 2020

Great Outdoors Colorado
1900 Grant St. #725
Denver, CO 80203

The City of Idaho Springs is grateful for the opportunity that Great Outdoors Colorado has provided through the Resilient Communities program to apply for funding to build trails in the Virginia Canyon Mountain Park.

The Virginia Canyon Mountain Park is a 472-acre parcel of land located at the northern edge of Idaho Springs in Clear Creek County.

The City was awarded a planning grant from COGO in 2018 to create a Master Plan for the open space park. We have identified several segments of construction ready trails that will improve Residents access to outdoor recreational facilities, easily accessible by foot, bike, or car from anywhere in the City.

We are very excited about this opportunity to provide Residents of our City with a formalized trail system in Virginia Canyon Mountain Park. There are no formalized nature, endurance, or exercise trails in close proximity to the City, and this project, totaling nearly 5 miles of new trail, will increase our communities access to the Outdoors and this great resource that we have to the north of our City.

These trails will also provide an opportunity for a greater segment of our community to practice safe social distancing as they enjoy the benefits of recreating in the Great Outdoors. It will also allow our City to improve the core operational capacity in stewardship of this great open space area, providing a safer and more sustainable experience for users.

Thank you for your time and consideration,

Michael Hillman
Mayor



IDAHO SPRINGS POLICE DEPARTMENT

3000 Colorado Blvd, Box 907, Idaho Springs CO 80452

303-567-4291 OFC / 303-567-1014 FAX

MEMORANDUM

July 28, 2020

To: Mayor and Council, City of Idaho Springs

Cc: Andrew Marsh, City Administrator

From: Christian Malanka, Chief of Police 

Subject: Leave Provision for Exempt Employees Working Holidays

As currently written the City of Idaho Springs Handbook provides that employees are eligible for Holiday Leave for 10 recognized national holidays. The handbook also provides non-exempt employees are paid time and one half for holidays worked plus holiday pay. This is very common. Exempt employees however receive no benefit from working on a designated holiday and there is currently no provision for them to accrue or bank holiday leave.

As for the two exempt employees within the police department, it is rare they have the luxury of taking holidays off when scheduled to work as they serve as one of two daytime patrol units, providing back up and handling calls in addition to administrative duties.

In light of this gap, and so that each employ may enjoy 10 days of vacation leave, whether the date falls on a holiday or not, the establishment of a third category of leave is desired and requested.

EXCEPTION VACATION LEAVE

FLSA Exempt Employees may accrue exception vacation leave for City-observed holidays as outlined below.

As many employees as possible will be given each City-observed holiday off.

(A) Exempt employees:

1. Accrue up to eight (8) hours of exception vacation for each City-observed holiday when:

(a) The employee works on the holiday; or

(b) The holiday falls on an employee's regularly scheduled day off.

2. Do not accrue exception vacation when taking off on a City-observed holiday the employee is normally scheduled to work.

3. The maximum allowable amount of exception vacation any employee may accrue per year is 80 hours.

5. All Exception Leave must be exhausted by January 1 of the following year. Unused Exception Leave will not carry over to the new year. (Use or Lose)

4. Employees desiring to observe an official holiday that falls on a regularly scheduled workday must submit the appropriate leave request form to their immediate supervisor for approval. The category will be classed as "Exception Time Off" or ETO.

Every employee is entitled to the same number of holidays or premium pay when their position compels that they work. I greatly appreciate your consideration in providing equity to the holiday leave benefit for exempt employees.

Attachment: Page 18, City of Idaho Springs Employee Handbook.

IX. HOLIDAYS/LEAVE TIME

Holidays

The City of Idaho Springs generally recognizes the following paid holidays:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday of November)
- Friday After Thanksgiving (4th Friday of November)
- Christmas Day (December 25)

The actual dates of celebration of these holidays will be set by December 15th of each year by the City Council.

Unless otherwise specified by Council, when a holiday falls on a Saturday the preceding Friday shall be observed, and when the holiday falls on a Sunday the following Monday shall be observed.

Only regular, full-time and part-time employees will receive holiday pay. Seasonal and temporary employees will not receive holiday pay.

Full-time employees will receive up to 8 hours holiday pay or pro rata based on numbers of hours scheduled to work.

Part-time employees will be paid pro rata based on the number of hours they are scheduled to work.

A holiday falling within an employee's pre-approved scheduled personal time will not be charged against the accrued personal time.

Employees on unpaid leave or absent without approval the day before, the day of, or the day after a holiday are not eligible for holiday pay.

Holiday time not worked does not count towards the calculation of overtime.

Employees scheduled to work on a holiday will be paid for the time worked, subject to the Fair Labor Standards Act rules, at the rate of one and one half times the employee's regular rate of pay in addition to being paid 8 hours of holiday pay.

Personal Time Off (PTO)

Full-time employees shall accrue and earn personal time off which may be used as paid leave.