



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, July 10, 2023 – 6:00 p.m.

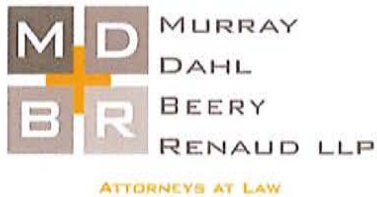
**NOTICE AND AGENDA OF
WORK SESSION
MONDAY JULY 10th, 2023 6:00 p.m.**

- ❖ Ballot Measure – Full De-Brucing
- ❖ Opioid Settlement Update
- ❖ Animal Regulations

**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: Hon. Mayor Harmon and Members of the City Council
CC: Andrew Marsh, City Administrator
FROM: Carmen Beery
DATE: July 6, 2023
RE: Possible “De-Brucing” Ballot Question

At your July 10th study session, you will discuss the possibility of referring a “de-Brucing” ballot question to City electors this November. This memorandum provides a brief overview of what such a ballot question is, prior City de-Brucing questions and the potential benefits it could provide the City.

Among other things, TABOR¹ imposes limits on the rate of government growth by restricting the amount of revenue that a government can retain and spend, year over year. This limitation may be overcome, however, with voter approval. Local electors may authorize their local government to keep and spend revenue that exceeds the usual TABOR limitations. Local elector approval may be quite broad – for example, authorizing the retention and spending of all revenues for an indefinite period of time for any legitimate governmental purpose. Elector approval may be quite limited – for example, authorizing the retention of excess revenues only for a definite period of time, only for a fixed dollar amount, or for only particular expenditures/purposes. Because TABOR is known in some circles as the “Bruce Amendment,” these ballot questions that seek voter approval to exceed its usual limitations have become known as “de-Brucing” questions.

Former City Councils have referred de-Brucing ballot questions to City electors in the past with mostly positive returns. In 1998, City electors approved a ballot question that allowed the City to retain and spend revenues in excess of TABOR limitations for four (4) years. In 2002, City electors extended this general de-Brucing authority for an additional four (4) years. In 2006, however, City electors rejected a ballot question seeking to extend this broad exception to TABOR limitations indefinitely. In 2008, City electors approved a de-Brucing question of indefinite duration but for a limited purpose – for street-related improvements only. Currently, this is the only category of expenditures for which the City has voter-approval to exceed TABOR limitations.

The potential benefits of a general exception to TABOR limitations are several. Perhaps most obviously, the City would not be limited by unusual revenue fluctuations year over year. When revenues are robust, the City Council can plan and budget accordingly, including saving adequate reserves for rainy days. When times are lean, the City Council can then continue to provide essential City services and employ City staff, in part due to the “extra” revenues previously saved. Another significant benefit of being generally de-Bruced is the advantage it gives the City in grant funding competitiveness. Grant fund applications typically require applicants to disclose their TABOR-exempt status, with generally de-Bruced applicants being favored. The City regularly applies for grant funding to help finance a variety of City services and projects.

For the above reasons, Staff seeks your input on whether you wish to refer a de-Brucing question to City electors this November. I am happy to discuss this matter further and answer any questions you may have on the 10th.

¹ Colo. Const., Art. X, Sec. 20 (the “Taxpayer Bill of Rights” or TABOR).

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Police Chief Nathan Buseck & Jonathan Cain, Assistant City Administrator, Interim Community Development Planner
DATE: July 10, 2023
SUBJECT: Opioid Settlement Funding Allocation
ATTACHMENTS:



REQUEST FOR DIRECTION

Should the City continue to allocate our share of Opioid Settlement funding to the Region 10 Gateway to the Rockies Opioid Task Force?

BACKGROUND

Fatal overdoses have been increasing throughout the nation in recent years. In 2021 alone, 1,881 Coloradans were lost to drug overdose. This equates to an age-adjusted rate of 31.7 deaths per 100,000 residents. In Clear Creek, Gilpin, and Jefferson Counties there were over 190 overdose deaths, 143 of which involved opioids experienced in just one year.

The State of Colorado is set to receive at least \$500,000,000 over the next 18 years from several historic settlements with both drug manufacturers and distributors. These funds are to be utilized to address this crisis by expanding treatment, recovery, prevention, criminal justice, and harm reduction programs.

COLORADO OPIOIDS SUMMARY MEMORANDUM OF UNDERSTANDING (COLORADO MOU)

In 2021, the City of Idaho Springs signed onto the Colorado MOU, the legal document that details how state and local governments will work together to share funds through the state. These funds must be used only for approved purposes that emphasize the prevention, treatment and harm reductions related to opioid use disorder.

This MOU is overseen by the "State Abatement Council", known as Colorado Opioid Abatement Council (COAC). This Council was created by the Colorado Department of Law to ensure that regional distribution of settlement funds is in compliance with the terms of the settlements and the MOU. The MOU also creates 19 regions throughout the state to provide oversight into how each regional share is distributed.

PARTICIPATION IN THE REGION 10 GATEWAY TO THE ROCKIES REGIONAL COUNCIL "GROC"

Clear Creek County, Gilpin County and Jefferson County form one of these regions, #10, also known as the "Gateway to the Rockies" Regional Council (GROC). As a local government, Idaho Springs had a choice in 2022 to either keep a local distribution of settlement funds in the City (roughly 4.7% of the 13% allocated to Clear Creek County's share of the 20% provided to local governments) or to redirect our allocation to our regional council. Based upon the small amount of money that was allocated to the City, and the need for regional collaboration with Clear Creek County, Jefferson County and Gilpin County, City Council in 2022 voted to redirect our local allocation to GROC. In the summer of 2022, I was nominated by the City and appointed by Clear Creek County as a Municipal Voting Member of this Council for a 2-year term.

GROC STRATEGIC PLAN

The Colorado MOU requires each region in the state to develop and implement a 2-year strategic plan to govern how funds will be utilized within each region. The GROC board completed this work between Spring of 2022 and the Winter of 2023. Consultants are now working to design “Requests for Proposals” (RFP) for the different funding priorities of our region, as follows:

1. **Acute Substance Use Disorder (SUD) Care:** To include the full continuum of SUD treatment care potentially including detox and withdrawal management and residential treatment services with a focus on youth services. **YR1 Funding: \$1,081,210.97**
2. **Recovery Housing:** To include safe, supportive, structured living conditions for people exiting treatment. **YR1 Funding: \$460,844.02**
3. **Co-Responders:** To include a program based upon a collaborative approach to behavioral crisis response that seeks to reduce harm and facilitate alternatives to arrest by providing police-mental health professional co-response to calls for service involving persons in crisis. **YR1 Funding: \$655,816.49**
4. **Recovery Community Organizations:** To include the development of an independent nonprofit organization, led by people in recovery who will provide peer based recovery services and mentorship, recovery focused policy, and hold community education and outreach events. Potential to include a physical location for these services. **YR1 Funding: \$347,405.49**
5. **Harm Reduction:** Program to potentially include fentanyl strips, naloxone and naloxone dispersal trainings, needle exchanges, support for staff, and a plan to distribute services. **YR1 Funding: \$496,293.56**

2023 ALLOCATION OF LOCAL GOVERNMENT OPIOID FUNDS

Idaho Springs City Council decided to allocate our local government funding to GROC for 2022-2023. The Colorado MOU allows the City to opt out of this agreement annually. To do so requires the City to affirmatively notify the COAC that it wishes to do so. If we do not do this, our previous election will carry over into next year. This must occur by July 31, 2023.

STAFF ANALYSIS & RECOMMENDATION

GROC has created programs that could greatly benefit residents of the City suffering from Substance Use Disorder. Participating in the regional GROC effort will provide greater access to funding and professional programs, and it also ensures that programs are focused “as close to home as possible” for residents geographically.

FISCAL ANALYSIS

The funds utilized for these programs come from the settlement dollars, meaning there is no impact on the City budget. If the City were to keep the funds from the settlement allocated specifically to Idaho Springs, the work required by the settlement would likely cost more than the money received.

CITY STAFF RECOMMENDS that the City continue to allocate our share of the Opioid Settlement funding to the GROC for 2023-2024.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Police Chief Nathan Buseck & Jonathan Cain, Assistant City Administrator, Interim Community Development Planner
DATE: July 10, 2023
SUBJECT: Domesticated Animals and Fowl Ordinances
ATTACHMENTS:



REQUEST FOR DIRECTION

Should Idaho Springs Municipal Code (ISMC) Chapter 10 – Animals be amended to provide more or different regulations for the keeping of Domesticated “Farm” Animals and Fowl within City Limits?

BACKGROUND

Recently City Staff was issued a complaint by a resident regarding “farm animals” that are kept in the City. City Police investigated the complaint, and during the process identified that Chapter 10 – Animals of the ISMC does not provide much direction related to the keeping of domesticated animals such as pigs or goats and fowl (chickens, ducks, turkeys, etc.) on residential property. Many municipalities comparable to Idaho Springs do regulate the ownership of such animals within city limits. Some examples might be the minimum space required to “keep” an animal such as a pig, or regulations limiting the sex and number of chickens that can be kept on a property.

CURRENT ISMC DEFINITIONS

Sec. 10-1. – Definitions includes two relevant definitions to the keeping of such animals:

1. *Domesticated Animal.* Dogs, cats, rodents, birds, reptiles, fish, **pot-bellied pigs weighing less than seventy (70) pounds** and any other species of animal which is sold or retained as a **household pet**, but does not include skunks, nonhuman primates and other species of wild, exotic, or carnivorous animals [...].
2. *Fowl.* Any domesticated, feathered animal.

CURRENT ISMC REGULATIONS

The Idaho Springs Municipal Code does not have specific regulations for “Farm Animals;” however, there are several regulations that might be applicable to the same:

Sec 10-3. – Cruelty to animals: This section makes it unlawful to abandon, mistreat, or neglect an animal. Neglect in this section is defined as “failure to provide food, water, protection from the elements, opportunity for exercise or other care normal, usual, and proper for an animal’s health and well-being.

Staff Analysis: This section of the ISMC could apply to any corral, barn, yard, pen, or place in which “farm” animals are kept that is found to cause mistreatment or neglect of animals therein.

Sec. 10-14. – Premises where animals kept to be clean: It is unlawful for any person who keeps any animal within the City to permit the corral, barn, yard, pen or place wherein the animal is kept to

become foul, noisome, putrid, malodorous, unwholesome, offensive or in any way dangerous or detrimental to human health, comfort or welfare; and any such place is hereby declared to be a nuisance and subject to abatement.

Staff Analysis: This section of the ISMC could apply to any corral, barn, yard, pen, or place in which animals are kept which are deemed detrimental to health and cause a nuisance within their "neighborhood."

Sec. 10-17. Disturbing the Peace: It is unlawful for the owner or custodian of any animal to permit such animal to disturb, molest, damage, or destroy the property of others, or to permit a dog, by loud and persistent or habitual barking, to disturb any person or neighborhood; and the same is hereby declared to be a public nuisance.

Staff Analysis: This could apply to animals that impact neighboring properties through a variety of means.



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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, July 10, 2023
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 July 10, 2023 meeting
- 5. CONFLICT OF INTEREST**
- 6. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from June 26, 2023
- 7. APPROVAL OF BILLS**
 - a) Move to approve bills to July 10, 2023
- 8. PUBLIC COMMENT**
- 9. UNSCHEDULED PUBLIC COMMENT**
- 10. LIQUOR LICENSING AUTHORITY**
- 11. FINANCE OFFICER**
- 12. RESOLUTIONS**
 - a) Resolution # 10, Series 2023 A resolution of intent to conduct the 2023 Regular City Election as an Election Coordinated by the Clear Creek County Clerk and Recorder.
 - b) Resolution #11, Series 2023 A resolution approving a trail development agreement between the City and the Trek Foundation, INC., concerning the development and naming of trails in Virginia Canyon Mountain Park.
 - c) Resolution #12, Series 2023 A resolution approving an agreement between the City and the Colorado Mountain Bike Association (COMBA) concerning project management of the Virginia Canyon Mountain Park Trail System.
- 13. ORDINANCE FIRST READING**
- 14. ORDINANCE SECOND READING**
- 15. CITY ATTORNEY**
- 16. CITY ADMINISTRATOR**
 - a) Staff report submitted with one request for action. Motion to approve a purchase agreement with HTLF Bank (successor by merger to Centennial Bank)—subject to final review and approval by the City Attorney—for the acquisition of the former Citywide Bank building and property at 1744 Miner Street for the new Police Department headquarters. The total purchase price of \$656,250.00 from account number 21-00-7043. Land Acquisition is compromised of the City's offer price of \$625,000.00 and a transaction fee of \$31,250.00. Staff is also authorized to issue an earnest money deposit in the amount of \$65,625, which is 10 percent of the purchase price, while the sale transaction is completed.
- 17. ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** - Staff report submitted with no requests for action.
 - b) **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 one request for action. Move to approve additional funding to HDR Engineering, for additions made to the scope of work for the Virginia Street and Virginia Canyon Improvements project, for the amount of \$23,765.00 from line item #23-00-5103.

20. WATER FACILITIES DEPARTMENT

- a) No staff report submitted.

21. COMMITTEE REPORTS

22. CITY CLERK/TREASURER

23. MAYOR / COUNCIL

24. ADJOURN

- a) Next Work Session Monday July 24, 2023.

- b) Next Regular Meeting on Monday, July 24, 2023

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.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
JUNE 26, 2023**

The City Council of the City of Idaho Springs held a regular meeting on June 26, 2023, in the city council chambers. Mayor Harmon called the meeting to order at 7:06 p.m.

Answering the roll were: Chuck Harmon, Scott Pennell, Art Caccavale, Jeremy Jones, Kate Collier, Jim Clark and John Curtis. Also present were Assistant City Administrator Jonathan Cain, Deputy City Clerk Wonder Martell, Chief Nate Buseck, Public Works Superintendent Paul Crain and Water Facilities Supervisor Edward Sigward.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Pennell moved to approve the agenda for June 26, 2023
Councilmember Clark seconded, followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Collier moved to approve minutes of June 12, 2023
Councilmember Caccavale seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Caccavale moved to approve the bills to June 26, 2023
Councilmember Jones seconded, followed by an all-in favor roll call vote.

PUBLIC COMMENT

Troy Erickson 7446 East 8th Ave, Denver CO. Mr. Erickson is here to represent the Ralph Wilkins American Legion and the local Veterans Coalition. Mr. Erickson brought to the podium with him, Danny Tomlinson 38 Virginia Canyon Road. Mr. Tomlinson wanted to show appreciation to City Council, Public Works and City Staff for all of the compassion and care that the City gives to veterans. Mr. Tomlinson presented an award to Mayor Harmon for all of the hard work and support he has given to the veterans coalition. Mr. Tomlinson also presented an award for Public Works Superintendent Paul Crain, in particular for Mr. Crains help in disassembling the WWII memorial so that it could be made ready to accept additional name.

Adam Feerst 300 Capitol Road Lawson, CO. Mr. Feerst is here representing Run Uphill Racing and requesting a waiver on the Cities Special Event Sanitary station requirements. Mr. Feerst advised council that his race is small, only about 100 people. That this race (Two Brothers Up and Down Scheduled for 08/27/2023) is not a festival, there will be selling of food or beverages, that its an event of a rather small size and that the restrooms at CRC Park should be sufficient for the runners to use. Mr. Feerst stated that he is more than willing to pay a little bit to have Public Works open up the bathrooms early for this event and cover restocking of any supplies that are used.

CITY ADMINISTRATOR

No staff report submitted.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

ADMINISTRATIVE DEPARTMENT

Staff report submitted with one request for action. Motion to approve payment to three additional bands for the Fourth of July in an amount not to exceed \$4,500.00 from line item #10-21-5050. Mr. Cain advised the mayor and council that between today and when this report was written the dollar amount had increased to \$4,900.00. Councilmember Pennell moved to approve payment to three additional bands for Fourth of July in an amount not to exceed the amended amount of \$4,900.00 from line item #10-21-5050. Councilmember Caccavale seconded followed by an all in favor roll call vote. Motion carries. Assistant City Administrator Jon Cain wanted to mention that the City was awarded a 2.4 Million dollar Raise grant which was very exciting.

Deputy City Clerk reminded council and staff that City Hall will be closed in observance of Independence Day on Tuesday July 4th, 2023.

POLICE DEPARTMENT

Staff report submitted with no requests for action:

PUBLIC WORKS

Staff report submitted with one request for action. Councilmember Collier moved to approve the bid for installation of timer locks on Mary-Ruth Mill and Courtney-Riley-Cooper Park Bathrooms, by Union Square Lock and Safe, the same installer as the system now in use at Citizens Park, for the amount of \$7,562.00, to be paid for with line item #10-60-5108.

WATER/WASTEWATER DEPARTMENT

Staff report submitted with no requests for action.

ADJOURN

Mayor Chuck Harmon adjourned the regular meeting at 7:50 pm to go into executive session.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A.D. Miller Services (2069)								
2411-4								
2411-4	Invoice	Public Works Facility	05/29/2023	07/29/2023	76,868.96	Open	06/23	21-00-7044
Total 2411-4:					76,868.96			
2411-5								
2411-5	Invoice	Public Works Facility	06/16/2023	07/16/2023	10,163.56	Open	06/23	21-00-7044
Total 2411-5:					10,163.56			
Total A.D. Miller Services (2069):					87,032.52			
Alsco - Denver Linen (13)								
2776693								
2776693	Invoice	Carpets	07/04/2023	07/19/2023	74.60	Open	07/23	10-30-5108
Total 2776693:					74.60			
Total Alsco - Denver Linen (13):					74.60			
Andax Industries (2088)								
238633								
238633	Invoice	Remote Door Switch	06/30/2023	07/30/2023	191.26	Open	07/23	10-30-6030
Total 238633:					191.26			
Total Andax Industries (2088):					191.26			
AT&T Mobility (283)								
287246995984X06212023								
287246995984X06212023	Invoice	Cell Phone/WasteWater	06/21/2023	07/08/2023	157.98	Open	06/23	52-00-5335
287246995984X06212023	Invoice	Cell Phones/Water	06/21/2023	07/08/2023	157.98	Open	06/23	51-00-5335
Total 287246995984X06212023:					315.96			
Total AT&T Mobility (283):					315.96			
Browns Hill Engineering & Cont (1416)								
1052								
1052	Invoice	WTP SCADA Leasing Agreement	07/01/2023	08/01/2023	8,238.00	Open	08/23	51-00-5000
Total 1052:					8,238.00			
1053								
1053	Invoice	WWTP SCADA Leasing Agreeeme	07/01/2023	08/01/2023	1,620.00	Open	08/23	52-00-5000
Total 1053:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					9,858.00			
Canyon Glass & Gutters Inc. (39)								
20152								
20152	Invoice	Repair windows at water treatmen	06/21/2023	07/21/2023	2,000.00	Open	06/23	51-00-5204
Total 20152:					2,000.00			
Total Canyon Glass & Gutters Inc. (39):					2,000.00			
CenturyLink (569)								
3035672130X6222023								
3035672130X6222023	Invoice	Internet service/Waste Water	06/22/2023	07/13/2023	214.35	Open	07/23	52-00-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 3035672130X6222023:					214.35			
3035679613X6252023								
3035679613X6252023	Invoice	Phone Lines Water Plant	06/25/2023	07/01/2023	198.29	Open	07/23	51-00-5335
Total 3035679613X6252023:					198.29			
3035674474X6282023								
3035674474X6282023	Invoice	Internet service-Public Works	06/28/2023	07/20/2023	102.94	Open	07/23	10-10-5335
Total 3035674474X6282023:					102.94			
Total CenturyLink (569):					515.58			
Chicago Creek Sanitation (434)								
2023-07								
2023-07	Invoice	Maintenance Fee	06/27/2023	07/27/2023	171.00	Open	07/23	52-00-5206
Total 2023-07:					171.00			
Total Chicago Creek Sanitation (434):					171.00			
CIRSA (1511)								
231372								
231372	Invoice	Update vehicles	06/09/2023	07/09/2023	46.79	Open	06/23	10-30-5301
Total 231372:					46.79			
231474								
231474	Invoice	Property/Casualty Coverage	07/01/2023	07/30/2023	7,145.02	Open	07/23	10-10-5301
231474	Invoice	Property/Casualty Coverage	07/01/2023	07/30/2023	6,895.02	Open	07/23	10-20-5301
231474	Invoice	Property/Casualty Coverage	07/01/2023	07/30/2023	19,499.69	Open	07/23	10-30-5301
231474	Invoice	Property/Casualty Coverage	07/01/2023	07/30/2023	3,447.51	Open	07/23	51-00-5301
231474	Invoice	Property/Casualty Coverage	07/01/2023	07/30/2023	3,447.52	Open	07/23	52-00-5301
Total 231474:					40,434.76			
W23462								
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	4,031.40	Open	07/23	10-10-5300
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	201.57	Open	07/23	10-20-5300
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	3,829.83	Open	07/23	10-30-5300
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	403.14	Open	07/23	10-60-5300
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	806.28	Open	07/23	51-00-5300
W23462	Invoice	Workmen's Comp Coverage	07/01/2023	07/30/2023	806.28	Open	07/23	52-00-5300
Total W23462:					10,078.50			
Total CIRSA (1511):					50,560.05			
City of Idaho Springs (289)								
7.1.23								
7.1.23	Invoice	103 14th Ave	07/01/2023	07/30/2023	144.78	Open	07/23	10-20-6050
7.1.23	Invoice	Citizens Park	07/01/2023	07/30/2023	252.42	Open	07/23	10-60-6050
7.1.23	Invoice	City Hall	07/01/2023	07/30/2023	260.37	Open	07/23	10-20-6050
7.1.23	Invoice	CRC Park	07/01/2023	07/30/2023	275.90	Open	07/23	10-60-6050
7.1.23	Invoice	Montgomery Park	07/01/2023	07/30/2023	128.36	Open	07/23	10-60-6050
7.1.23	Invoice	MRM Park	07/01/2023	07/30/2023	252.44	Open	07/23	10-60-6050
7.1.23	Invoice	pd	07/01/2023	07/30/2023	252.46	Open	07/23	10-30-6050
7.1.23	Invoice	pw water	07/01/2023	07/30/2023	296.22	Open	07/23	10-10-6050
7.1.23	Invoice	Wwtp	07/01/2023	07/30/2023	4,769.09	Open	07/23	52-00-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 7.1.23:					6,632.04			
Total City of Idaho Springs (289):					6,632.04			
Clear Creek County Road & Bridge (1278)								
07.05.23								
07.05.23	Invoice	Fleet fuel/Parks	07/05/2023	07/30/2023	457.66	Open	06/23	10-60-6191
07.05.23	Invoice	Fleet fuel/Police	07/05/2023	07/30/2023	1,958.37	Open	06/23	10-30-6191
07.05.23	Invoice	Fleet fuel/Streets	07/05/2023	07/30/2023	1,051.33	Open	06/23	10-10-6191
07.05.23	Invoice	Fleet fuel/WasteWater	07/05/2023	07/30/2023	198.30	Open	06/23	52-00-6191
07.05.23	Invoice	Fleet fuel/Water	07/05/2023	07/30/2023	198.30	Open	06/23	51-00-6191
Total 07.05.23:					3,863.96			
Total Clear Creek County Road & Bridge (1278):					3,863.96			
Clear Creek County Transfer Station (549)								
12482								
12482	Invoice	oil recycle	05/12/2023	07/12/2023	5.00	Open	06/23	10-10-6099
Total 12482:					5.00			
Total Clear Creek County Transfer Station (549):					5.00			
Clear Creek Fire Authority (65)								
7012023								
7012023	Invoice	3rd quarter	07/01/2023	08/01/2023	35,306.25	Open	07/23	10-50-5050
Total 7012023:					35,306.25			
Total Clear Creek Fire Authority (65):					35,306.25			
Clear Creek Supply (291)								
PDX6302023								
PDX6302023	Invoice	369208 - ac charge	06/30/2023	07/10/2023	35.39	Open	06/23	10-30-6100
Total PDX6302023:					35.39			
STREETSX6302023								
STREETSX6302023	Invoice	368096 - batteries for lawn equip	06/30/2023	07/10/2023	48.08	Open	06/23	10-60-6200
STREETSX6302023	Invoice	368158 - oil and filter for 2023 che	06/30/2023	07/10/2023	57.97	Open	06/23	10-10-6150
STREETSX6302023	Invoice	368383 - spark plug	06/30/2023	07/10/2023	3.37	Open	06/23	10-10-6150
STREETSX6302023	Invoice	368403 - hose	06/30/2023	07/10/2023	10.29	Open	06/23	10-10-6007
STREETSX6302023	Invoice	368459 - trowels, seeder and culli	06/30/2023	07/10/2023	120.46	Open	06/23	10-21-5039
STREETSX6302023	Invoice	368473 - coupler and cut and thr	06/30/2023	07/10/2023	8.99	Open	06/23	10-10-6193
STREETSX6302023	Invoice	368490 - tbolt clamp	06/30/2023	07/10/2023	15.28	Open	06/23	10-10-6091
STREETSX6302023	Invoice	368668 - gloves and washers	06/30/2023	07/10/2023	13.82	Open	06/23	10-60-6040
STREETSX6302023	Invoice	368842 - level	06/30/2023	07/10/2023	8.99	Open	06/23	10-10-6193
STREETSX6302023	Invoice	368912 - oil and filter 2016 chevy	06/30/2023	07/10/2023	56.46	Open	06/23	10-60-6150
STREETSX6302023	Invoice	369378 - gloves and bushing	06/30/2023	07/10/2023	15.58	Open	06/23	51-15-6005
STREETSX6302023	Invoice	369395 - rake and shovel	06/30/2023	07/10/2023	46.98	Open	06/23	10-10-6020
STREETSX6302023	Invoice	369406 - rubber belt for aquatech	06/30/2023	07/10/2023	12.49	Open	06/23	10-10-6007
STREETSX6302023	Invoice	369574 - battery for lawn equip	06/30/2023	07/10/2023	63.46	Open	06/23	10-10-6007
STREETSX6302023	Invoice	369702 - bolts	06/30/2023	07/10/2023	46.08	Open	06/23	51-15-6005
Total STREETSX6302023:					528.30			
WWX6302023								
WWX6302023	Invoice	368069 - pvc primer and pressure	06/30/2023	07/10/2023	61.90	Open	06/23	52-00-6004
WWX6302023	Invoice	369268 - plug and coupler for air c	06/30/2023	07/10/2023	15.88	Open	06/23	51-00-6007

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total WWX6302023:					77.78			
Total Clear Creek Supply (291):					641.47			
Colorado Analytical Lab (945)								
230620052								
230620052	Invoice	total coliform P/A compl	06/21/2023	07/21/2023	103.50	Open	06/23	51-00-5201
Total 230620052:					103.50			
Total Colorado Analytical Lab (945):					103.50			
Comcast (1486)								
0197295X6232023								
0197295X6232023	Invoice	City Hall Internet	06/23/2023	07/18/2023	273.06	Open	07/23	10-20-5335
Total 0197295X6232023:					273.06			
177116758								
177116758	Invoice	New High speed internet for WTP	07/01/2023	08/01/2023	2,413.69	Open	06/23	52-00-5335
Total 177116758:					2,413.69			
Total Comcast (1486):					2,686.75			
Command Presence (2089)								
2242								
2242	Invoice	training for bailor and morrow	06/23/2023	07/23/2023	358.00	Open	06/23	10-30-5212
Total 2242:					358.00			
Total Command Presence (2089):					358.00			
Common Knowledge Technology, Inc (1549)								
60613								
60613	Invoice	video adapter	06/30/2023	07/30/2023	151.00	Open	06/23	10-30-7010
Total 60613:					151.00			
14460								
14460	Invoice	microsoft licenses	07/01/2023	07/16/2023	4,464.00	Open	07/23	10-20-7011
Total 14460:					4,464.00			
60531								
60531	Invoice	IT Services - Admin	07/03/2023	08/02/2023	1,302.00	Open	07/23	10-20-5108
60531	Invoice	IT Services - PD	07/03/2023	08/02/2023	1,302.00	Open	07/23	10-30-5108
60531	Invoice	IT Services - Streets	07/03/2023	08/02/2023	1,302.00	Open	07/23	10-10-5108
60531	Invoice	IT Services - Water	07/03/2023	08/02/2023	651.00	Open	07/23	51-00-5108
60531	Invoice	IT Services - WW	07/03/2023	08/02/2023	651.00	Open	07/23	52-00-5108
Total 60531:					5,208.00			
Total Common Knowledge Technology, Inc (1549):					9,823.00			
Core & Main LP (959)								
T143424								
T143424	Invoice	adapter	07/03/2023	08/03/2023	130.77	Open	06/23	51-15-6005
T143424	Invoice	hydrant wrench	07/03/2023	08/03/2023	111.99	Open	06/23	51-15-6005
T143424	Invoice	joint accessories kit	07/03/2023	08/03/2023	96.92	Open	06/23	51-15-6005

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total T143424:					339.68			
Total Core & Main LP (959):					339.68			
Deep Rock (1855)								
18332261062323								
18332261062323	Invoice	Water Cooler	06/23/2023	07/16/2023	46.46	Open	06/23	10-20-5309
Total 18332261062323:					46.46			
Total Deep Rock (1855):					46.46			
Doyle Disposal (380)								
15825								
15825	Invoice	Trash Service Sewer Plant	06/25/2023	07/25/2023	453.00	Open	07/23	52-00-5202
Total 15825:					453.00			
Total Doyle Disposal (380):					453.00			
DSP Events (1534)								
7042023								
7042023	Invoice	July 4th Band	07/04/2023	07/04/2023	1,500.00	Open	07/23	10-21-5050
Total 7042023:					1,500.00			
7.10.23								
7.10.23	Invoice	Slage Rental Balance Due	07/10/2023	07/15/2023	3,000.00	Open	07/23	10-21-5050
Total 7.10.23:					3,000.00			
Total DSP Events (1534):					4,500.00			
Economy Air Conditioning & Heating (1735)								
44925								
44925	Invoice	Fix furnace at pd	06/21/2023	07/21/2023	862.16	Open	06/23	10-30-5208
Total 44925:					862.16			
Total Economy Air Conditioning & Heating (1735):					862.16			
Foothills Auto & Truck Parts (1021)								
089297								
089297	Invoice	cose clamp and anti freeze	06/21/2023	07/21/2023	83.94	Open	06/23	51-00-5207
Total 089297:					83.94			
Total Foothills Auto & Truck Parts (1021):					83.94			
Front Range Carpet (617)								
6232023								
6232023	Invoice	Carpet Cleaned	06/23/2023	07/15/2023	732.00	Open	06/23	10-20-5208
Total 6232023:					732.00			
Total Front Range Carpet (617):					732.00			
Galls (527)								
024727105								
024727105	Invoice	raincoat	06/07/2023	07/07/2023	160.00	Open	06/23	10-30-6030

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 024727105:					160.00			
024764080								
024764080	Invoice	Pants	06/12/2023	07/12/2023	348.00	Open	06/23	10-30-6030
Total 024764080:					348.00			
Total Galls (527):					508.00			
Graham Good and The Painters (2086)								
7042023								
7042023	Invoice	July 4th Band	07/04/2023	07/04/2023	2,000.00	Open	07/23	10-21-5050
Total 7042023:					2,000.00			
Total Graham Good and The Painters (2086):					2,000.00			
Grainger Inc. (134)								
9755577989								
9755577989	Invoice	work boot	06/28/2023	07/28/2023	160.06	Open	06/23	51-00-6022
Total 9755577989:					160.06			
97559417869								
97559417869	Invoice	locking receptacle outlet	07/03/2023	08/02/2023	154.28	Open	07/23	10-60-6010
Total 97559417869:					154.28			
Total Grainger Inc. (134):					314.34			
HDR Engineering, Inc (1605)								
1200533204								
1200533204	Invoice	Mobility Hub	06/21/2023	07/21/2023	1,500.00	Open	06/23	59-70-5108
Total 1200533204:					1,500.00			
1200533229								
1200533229	Invoice	downtown miner st redesign	06/21/2023	07/21/2023	13,000.00	Open	06/23	59-70-5108
Total 1200533229:					13,000.00			
Total HDR Engineering, Inc (1605):					14,500.00			
Historical Society of I S (149)								
Q2 2023								
Q2 2023	Invoice	Visitor center 2nd Qtr operating ex	07/01/2023	08/01/2023	11,667.50	Open	07/23	10-21-5030
Total Q2 2023:					11,667.50			
Total Historical Society of I S (149):					11,667.50			
Homeslice (1652)								
742023								
742023	Invoice	Juy 4th Band	07/04/2023	07/04/2023	1,375.00	Open	07/23	10-21-5050
Total 742023:					1,375.00			
Total Homeslice (1652):					1,375.00			
Jeff Wingo (2087)								
7042023								
7042023	Invoice	July 4th Band	07/04/2023	07/04/2023	1,400.00	Open	07/23	10-21-5050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 7042023:					1,400.00			
Total Jeff Wingo (2087):					1,400.00			
Juenemann, Nick (2034)								
7042023								
7042023	Invoice	July 4th Band	07/04/2023	07/04/2023	1,500.00	Open	07/23	10-21-5050
Total 7042023:					1,500.00			
Total Juenemann, Nick (2034):					1,500.00			
JVA Incorporated (1110)								
108622								
108622	Invoice	PW Facility	04/30/2023	07/30/2023	9,778.00	Open	06/23	21-00-7044
Total 108622:					9,778.00			
108660								
108660	Invoice	hwy 103 waterline	04/30/2023	07/30/2023	1,970.00	Open	06/23	51-72-7320
Total 108660:					1,970.00			
109036								
109036	Invoice	montane park water storage repla	05/31/2023	07/30/2023	5,419.03	Open	06/23	51-72-7320
Total 109036:					5,419.03			
109199								
109199	Invoice	mattie dam repairs	05/31/2023	07/30/2023	5,629.00	Open	06/23	51-72-7310
Total 109199:					5,629.00			
109200								
109200	Invoice	hwy 103 waterline	05/31/2023	07/30/2023	2,873.64	Open	06/23	51-72-7320
Total 109200:					2,873.64			
109253								
109253	Invoice	Water fill and septic station	05/31/2023	07/30/2023	1,246.00	Open	06/23	52-72-7320
109253	Invoice	Water fill and septic station	05/31/2023	07/30/2023	1,246.00	Open	06/23	51-72-7320
Total 109253:					2,492.00			
109271								
109271	Invoice	robert brothers building	05/31/2023	07/30/2023	7,482.82	Open	06/23	59-70-5108
Total 109271:					7,482.82			
109339								
109339	Invoice	gem hotel	05/31/2023	07/30/2023	280.00	Open	06/23	10-00-2401
Total 109339:					280.00			
109340								
109340	Invoice	on call civil engineering	05/31/2023	07/30/2023	80.00	Open	06/23	52-72-7320
109340	Invoice	on call engineering civil	05/31/2023	07/30/2023	80.00	Open	06/23	51-72-7320
Total 109340:					160.00			
109344								
109344	Invoice	pw facility	05/31/2023	07/30/2023	7,123.12	Open	06/23	21-00-7044

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account	
Total 109344:					7,123.12				
109345									
109345	109345	Invoice	mobility hub	05/31/2023	07/30/2023	298.50	Open	06/23	59-70-5108
Total 109345:					298.50				
Total JVA Incorporated (1110):					43,506.11				
Laser Technology (167)									
189740									
189740	189740	Invoice	truspeed kit and calibration	06/21/2023	07/21/2023	2,174.55	Open	06/23	10-30-6040
Total 189740:					2,174.55				
Total Laser Technology (167):					2,174.55				
Law Firm Of Suzanne Rogers PC (737)									
7.1.23									
7.1.23	7.1.23	Invoice	Mileage	07/01/2023	07/30/2023	57.25	Open	07/23	10-40-5115
7.1.23	7.1.23	Invoice	Prosecutor	07/01/2023	07/30/2023	1,500.00	Open	07/23	10-40-5115
Total 7.1.23:					1,557.25				
Total Law Firm Of Suzanne Rogers PC (737):					1,557.25				
Liberty Communications (1547)									
2390319									
2390319	2390319	Invoice	phone service admin	06/30/2023	07/30/2023	143.17	Open	07/23	10-20-5303
2390319	2390319	Invoice	phone service police	06/30/2023	07/30/2023	143.17	Open	07/23	10-30-5303
2390319	2390319	Invoice	phone service public works	06/30/2023	07/30/2023	143.17	Open	07/23	10-10-5303
2390319	2390319	Invoice	phone service wastewater	06/30/2023	07/30/2023	71.58	Open	07/23	52-00-5303
2390319	2390319	Invoice	phone service water	06/30/2023	07/30/2023	71.58	Open	07/23	51-00-5303
Total 2390319:					572.67				
Total Liberty Communications (1547):					572.67				
Mackey, John A. (1551)									
484963									
484963	484963	Invoice	Window cleaning	06/23/2023	07/15/2023	220.00	Open	06/23	10-20-5208
Total 484963:					220.00				
Total Mackey, John A. (1551):					220.00				
Michael Goodbee (1940)									
7.1.23									
7.1.23	7.1.23	Invoice	Judge	07/01/2023	07/30/2023	1,600.00	Open	07/23	10-40-5110
Total 7.1.23:					1,600.00				
Total Michael Goodbee (1940):					1,600.00				
Peak Performance Imaging Solutions (409)									
67019									
67019	67019	Invoice	Copier Rental	07/01/2023	07/16/2023	140.00	Open	07/23	10-20-5309
Total 67019:					140.00				
67091									
67091	67091	Invoice	Copier Meter Bill/Police	07/01/2023	07/16/2023	80.17	Open	06/23	10-30-5309

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 67091:					80.17			
Total Peak Performance Imaging Solutions (409):					220.17			
PepperBall (2090)								
0085496								
0085496	Invoice	glass breaker round	06/19/2023	07/19/2023	263.00	Open	06/23	21-00-6026
0085496	Invoice	hpa tank	06/19/2023	07/19/2023	168.00	Open	06/23	21-00-6026
0085496	Invoice	magazine	06/19/2023	07/19/2023	204.00	Open	06/23	21-00-6026
0085496	Invoice	pepper ball launcher	06/19/2023	07/19/2023	2,630.00	Open	06/23	21-00-6026
0085496	Invoice	powder round	06/19/2023	07/19/2023	718.00	Open	06/23	21-00-6026
Total 0085496:					3,983.00			
Total PepperBall (2090):					3,983.00			
Postmaster (341)								
7.5.23								
7.5.23	Invoice	Water Bills	07/05/2023	07/05/2023	173.95	Open	07/23	52-00-5310
7.5.23	Invoice	Water Bills	07/05/2023	07/05/2023	173.95	Open	07/23	51-00-5310
Total 7.5.23:					347.90			
Total Postmaster (341):					347.90			
Professional Management Solutions (1833)								
84799								
84799	Invoice	Financial Services	06/19/2023	07/19/2023	1,173.13	Open	05/23	10-20-5104
84799	Invoice	Financial Services - Water	06/19/2023	07/19/2023	586.56	Open	05/23	52-00-5104
84799	Invoice	Financial Services - WW	06/19/2023	07/19/2023	586.56	Open	05/23	52-00-5104
Total 84799:					2,346.25			
Total Professional Management Solutions (1833):					2,346.25			
Proforce Law Enforcement (2024)								
522977								
522977	Invoice	sling	06/29/2023	07/29/2023	89.35	Open	06/23	10-30-6030
Total 522977:					89.35			
Total Proforce Law Enforcement (2024):					89.35			
Spectrum General Contractors, INC. (2055)								
S-ISLIBPARK 01.13.23 THRU 05.3								
S-ISLIBPARK 01.13.23 TH	Invoice	Idaho Springs Library Park work	07/04/2023	07/04/2023	100,518.07	Open	07/23	21-00-7042
Total S-ISLIBPARK 01.13.23 THRU 05.3:					100,518.07			
Total Spectrum General Contractors, INC. (2055):					100,518.07			
Sprint (750)								
569628819-187								
569628819-187	Invoice	Code cell phone	06/27/2023	07/23/2023	65.51	Open	06/23	10-30-5335
Total 569628819-187:					65.51			
Total Sprint (750):					65.51			
T Mobile (2040)								
981870408X6212023								
981870408X6212023	Invoice	Police Department Cell Phone/hot	06/21/2023	07/13/2023	308.31	Open	06/23	10-30-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 981870408X6212023:					308.31			
Total T Mobile (2040):					308.31			
The Compliance Alliance (852)								
23-1118								
23-1118	Invoice	Pre-employment drug screen	06/19/2023	07/19/2023	130.00	Open	06/23	10-10-5108
Total 23-1118:					130.00			
Total The Compliance Alliance (852):					130.00			
Timberline Disposal (1467)								
5292515V324								
5292515V324	Invoice	fuel material and fee	07/01/2023	07/15/2023	11.39	Open	06/23	10-10-5202
5292515V324	Invoice	Hwy 103 toilet	07/01/2023	07/15/2023	71.10	Open	06/23	51-00-5202
Total 5292515V324:					82.49			
5293238V324								
5293238V324	Invoice	200 W. Colorado Blvd Trash	07/01/2023	07/15/2023	347.68	Open	07/23	10-10-5202
5293238V324	Invoice	fuel material and fee	07/01/2023	07/15/2023	55.70	Open	07/23	10-10-5202
Total 5293238V324:					403.38			
Total Timberline Disposal (1467):					485.87			
TK Elevator Corporation (1578)								
3007363027								
3007363027	Invoice	Elevator Maintenance - Visitor's C	07/01/2023	09/30/2023	585.77	Open	07/23	10-21-5430
Total 3007363027:					585.77			
Total TK Elevator Corporation (1578):					585.77			
Utility Notification Center of Colorado (1984)								
223060785								
223060785	Invoice	Locates	06/30/2023	07/30/2023	16.77	Open	06/23	51-00-5108
223060785	Invoice	Locates	06/30/2023	07/30/2023	16.77	Open	06/23	52-00-5108
Total 223060785:					33.54			
Total Utility Notification Center of Colorado (1984):					33.54			
VISA (1827)								
ADMINX6042023								
ADMINX6042023	Invoice	background checks	06/04/2023	06/28/2023	412.46	Open	05/23	10-20-5108
ADMINX6042023	Invoice	cml registration mayor and jon	06/04/2023	06/28/2023	680.00	Open	05/23	10-20-5212
ADMINX6042023	Invoice	hotel for planner candidates	06/04/2023	06/28/2023	300.00	Open	05/23	10-20-5305
Total ADMINX6042023:					1,392.46			
Total VISA (1827):					1,392.46			
WEX BANK (1459)								
90000639								
90000639	Invoice	Fleet fuel - Police	06/23/2023	07/14/2023	297.01	Open	06/23	10-30-6191
Total 90000639:					297.01			
Total WEX BANK (1459):					297.01			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Xcel Energy (540)								
833117537								
833117537	Invoice	525 Pine Slop	06/20/2023	07/11/2023	12.76	Open	06/23	51-00-6001
Total 833117537:					12.76			
833125883								
833125883	Invoice	pd	06/20/2023	07/11/2023	250.27	Open	06/23	10-30-6001
Total 833125883:					250.27			
833133690								
833133690	Invoice	1101 soda creek	06/20/2023	07/11/2023	114.03	Open	06/23	10-60-6001
Total 833133690:					114.03			
833141767								
833141767	Invoice	wtp	06/20/2023	07/11/2023	4,362.22	Open	06/23	51-00-6001
Total 833141767:					4,362.22			
833522659								
833522659	Invoice	Wwtp	06/22/2023	07/13/2023	3,832.04	Open	06/23	52-00-6001
Total 833522659:					3,832.04			
833864511								
833864511	Invoice	pw	06/26/2023	07/17/2023	301.78	Open	06/23	10-10-6001
Total 833864511:					301.78			
833870597								
833870597	Invoice	Parks	06/26/2023	07/17/2023	463.22	Open	06/23	10-60-6001
Total 833870597:					463.22			
Total Xcel Energy (540):					9,336.32			
Grand Totals:					420,191.13			

Report GL Period Summary

GL Period	Amount
05/23	3,738.71
08/23	9,858.00
07/23	232,123.87
06/23	174,470.55
Grand Totals:	420,191.13

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

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 10, Series 2023

**A RESOLUTION OF INTENT TO CONDUCT THE 2023 REGULAR CITY ELECTION AS
AN ELECTION COORDINATED BY THE CLEAR CREEK COUNTY CLERK AND
RECORDER**

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

WHEREAS, the City is required to conduct regular municipal elections during November of odd-numbered years, the next such election to be conducted this November; and

WHEREAS, election laws of the state of Colorado allow municipalities to coordinate their local elections with the larger elections conducted and coordinated by relevant county clerk and recorder's offices; and

WHEREAS, the Idaho Springs City Council ("Council") finds and determines that coordinating the regular City election with the other elections conducted by the Clear Creek County Clerk & Recorder has historically saved the City valuable Staff time and resources and that it is therefore desirable and in the City's interest to once again coordinated the 2023 November election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), if the City declares its intent to participate in a coordinated election at least 100 days prior to said election, it may begin the process of notifying the County Clerk & Recorder's Office and working on the logistics of the same.

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

The City Council hereby declares its intent to conduct the 2023 regular Idaho Springs municipal election as an election coordinated by the Clear Creek County Clerk & Recorder. The Deputy City Clerk and other City staff are directed to take such steps as are necessary to coordinate the election, including but not limited to returning to the City Council any further documents or items requiring its approval.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10th day of July, 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

RESOLUTION No. 11, SERIES 2023

A RESOLUTION APPROVING A TRAIL DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE TREK FOUNDATION, INC., CONCERNING THE DEVELOPMENT AND NAMING OF TRAILS IN VIRGINIA CANYON MOUNTAIN PARK

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a duly organized Colorado statutory city, possessing the authority to construct and maintain public parks, open spaces and trails; and

WHEREAS, the City owns and operates a public park known as the Virginia Canyon Mountain Park (“VCMP”) within which the City plans to construct approximately ten (10) miles of trails, with a combination of multi-use, hiker-only, and bike-only directional options; and

WHEREAS, the Trek Foundation, Inc., is a private charitable foundation that has offered to donate funds to the City to assist with the construction of the VCMP trail system, in return for the ability to name and sign the trail system; and

WHEREAS, the City Council finds that the proposed two hundred fifty thousand dollar (\$250,000.00) donation would accelerate the City’s ability to fully construct and complete the VCMP trail system, ultimately benefitting the members of the public who wish to use the system as well as City residents and business owners who may potentially benefit from the tourism and attendant revenue generated thereby; and

WHEREAS, the City Council therefore wishes to approve the Agreement between the City and the Trek Foundation concerning the development and naming of the VCMP trail system.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Idaho Springs, Colorado, that:

The Trail Development Agreement between the City and Trek Foundation, Inc., attached hereto and made a part hereof, is approved, and the Mayor and City Clerk are authorized to sign the same on behalf of the City.

RESOLVED, APPROVED and ADOPTED this 10th day of July, 2023.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

**TRAIL DEVELOPMENT
AGREEMENT**

between
TREK FOUNDATION, INC

And

City of Idaho Springs

WHEREAS Trek Bicycle Corporation is a corporation organized under the laws of the State of Wisconsin with its principal offices located at 801 West Madison St, Waterloo, WI 53594 ("Trek"); and

WHEREAS the Trek Foundation, Inc, is a private charitable foundation organized under the laws of the State of Wisconsin with its Principal offices located at 801 West Madison Street, Waterloo, Wisconsin 53594 ("Foundation") and

WHEREAS the City of Idaho Springs, Colorado, is a municipality organized under the laws of the State of Colorado with its principal offices located at 1711 Miner Street, Idaho Springs, Colorado 80452 ("Recipient" or "City")); and

WHEREAS Recipient owns and operates Virginia Canyon Mountain Park which is located at 2350 Riverside Dr, Idaho Springs, Colorado 80452; and

WHEREAS the City and Colorado Mountain Bike Association have an agreement in place and effective for the cooperative undertaking of completing the Virginia Canyon Mountain Park trail system ("Exhibit D"); and

WHEREAS, the Foundation wishes to contribute funds to said completion of the Virginia Canyon Mountain Park trail system, and the City wishes to accept and use the same, under the terms and conditions set forth herein.

Therefore, the Parties hereto enter into this Trail Development Agreement ("TDA") effective this 10th day of July, 2023 in order to better define their intentions and expectations.

1. The Project: The project shall consist of:
 - a. Virginia Canyon Mountain Park (VCMP) covers 400 acres and is located just north of town, above the iconic Argo Mine and Mill. Its terrain is steep and rugged, providing great opportunities for challenging rides and hikes. Approximately 10-miles of trail are planned, with a combination of multi-use, hiker-only, and bike-only directional options to make the most of the terrain for intermediate and experienced users, as shown on Exhibit A attached hereto and incorporated herein;
 - b. The Project includes the completion of trail design, solicitation of bids, selection of contractor(s), construction of trails, project management, projection completion and close-out and other necessarily related tasks.
2. Project Timeline: Recipient will use its best efforts to complete the Project in accordance with the Project Timeline, which is attached hereto as Exhibit B and incorporated herein.

3. Contributions: To help support the completion of the Project, The Foundation will provide up to \$250,000 in funds to be paid to the City in accordance with the following schedule:
 - a. Q4 2023 = \$125,000
 - b. Q1 2024 = \$125,000
4. Restricted Use of Funds: Recipient acknowledges and agrees that funds provided pursuant to this Agreement will be used only as specified herein, and for no other purpose, unless Recipient obtains prior written consent from the Foundation. Recipient further agrees that no portion of the funds may be used for lobbying or for participating in, or intervening in (including the publishing or distributing of any statement), any political campaign on behalf of (or in opposition to) any candidate for public office within the meaning of Section 501(c)(3) of the Internal Revenue Code. All of Recipient's actions with respect to the funds must also be in compliance with all federal, state, and local laws and regulations to which Recipient and the Foundation are subject. Further, Recipient may not engage in any activity on behalf of the Foundation that is regulated under state or federal lobbying registration or disclosure laws or campaign finance laws, nor will it use any portion of the Funds to engage in any activity to support or oppose any ballot measure, initiative or referendum.
5. Naming Rights: In exchange for the above contributions Recipient shall name the trails "**Trek Trails at Virginia Canyon Mountain Park**" and shall comply with the Trek Trails sign design guidelines set forth in Exhibit C, which is attached hereto and incorporated herein. Recipient shall not grant naming rights to any third party without The Foundation's prior written permission.
6. Rights of Publicity, Branding and Marketing: Recipient hereby assigns to The Foundation and Trek, together with any of its affiliates, the non-exclusive perpetual worldwide rights to feature the Project, together with all images, pictures, maps, facsimiles, names, trademarks or logos or any other rendering of the Project, the Recipient's organization and principals or any persons involved in or using the Project, in their promotional materials for no additional compensation. Recipient hereby represents and warrants that it has and will maintain all necessary permissions to grant these Publicity, Branding and Marketing rights to the Foundation and Trek. All parties agree to coordinate any public mention of the other prior to publication.
7. Signs: The Foundation shall have its representatives design, produce, and deliver trail signs and Kiosks, as mutually agreed by the parties, for the Project to be used as trail markers in locations such as the trail head/parking lot and key spots along the trail system. Recipient shall be responsible to obtain any necessary permits and to install the signs in accordance with local laws and regulations.
8. Free Public Access: When the Project is open, the Trek Trails and any connected or adjacent trails or feature parks shall be available to the general public free of charge. The Foundation recognizes that from time to time the Project, or portions of the Project, may be closed to the public for reasons of safety, trail maintenance, or property protection or restoration. Nothing herein shall be construed to prohibit the location or operation of a gondola lift or other

conveyance system that provides the public with motorized assisted access to and from the top and bottom of the VCMP for monetary compensation.

9. Community Activation: Recipient agrees that it shall engage in a program of community outreach and activation for the Project with particular focus on encouraging access and use by underserved communities and youth mountain biking organizations such as Colorado High School Cycling League. Specifically, Recipient will:
 - a. In partnership with Mountain Youth Network, a program of Clear County Colorado, Recipient will coordinate trail work days during the construction of the trails to engage local youth in the outdoors recreational project to establish an understanding of trail construction techniques and trail stewardship.
 - b. In partnership with the Colorado High School Cycling League ("League"), Recipient will coordinate trail work days during the construction of the trails to engage local youth in the outdoors recreational project to establish an understanding of trail construction techniques and trail stewardship.
 - c. Recipient will organize and conduct a minimum of two trail preview events to introduce area League club participants to the new trails and features.
10. Reporting: Recipient shall make quarterly progress reports to the Foundation's appointed representative, interim reports as requested, and a final report at the conclusion of the Project. Such reports shall at minimum include an update on the Project, including, but not necessarily limited to, photographs, construction progress, portions of the Project open to the Public, public engagements events held, financial reporting (including balance sheet, budget, tax returns, state and federal filings, etc.), usage and demographic reports based on staff or volunteer observational data and such other sources as they become available, together with disclosure of any developments or events that may have an adverse impact on the Project.
11. Opening Event: The Foundation may request that Recipient hold an opening ceremony at the conclusion of the Project, to acknowledge key contributors and stakeholders. Foundation may, at its discretion, choose to attend and speak at such an event. If Recipient intends to hold an Opening Event of its own, it shall timely inform Foundation and Foundation may, at its discretion, choose to attend and speak and/or present awards at such event.
12. Tax Reporting: Recipient shall provide the Foundation with written donation acknowledgement and such other information as they may request to document and substantiate the donations made under this TDA.
13. Hold Harmless: In consideration of the contributions made pursuant to this TDA, and to the fullest extent permitted by Law, Recipient shall hold the Trek and the Foundation harmless from and against all costs, expenses, claims, lawsuits or any other liabilities arising out of, or in any manner connected with, the Project including, but not limited to, the construction, maintenance and operation of the trail system.

14. Insurance: Recipient warrants and represents that it maintains and, that it shall continue to maintain at all times during the term of the Agreement or any extension or renewal hereof, comprehensive general liability insurance in an amount not less than \$5,000,000.00 million per occurrence, (which may be in a combination of underlying and excess policies). All such insurance will be with reputable insurers reasonably acceptable to Foundation, and Recipient shall supply to Foundation upon request copies of all insurance certificates evidencing coverage.
15. Amendment: This TDA may not be modified, amended or supplemented except by a written instrument executed by the parties hereto.
16. Law and Venue: This TDA shall be governed by the laws of the State of Wisconsin, and any and all disputes between the parties shall be venued in a State of Federal Court in the State of Wisconsin.
17. Termination: The Foundation shall be entitled to terminate this TDA, and any future payments or consideration specified herein, immediately, without notice, and in its sole discretion.
18. Binding Effect: This TDA shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, affiliates, successors and assigns.
19. Execution in Counterparts: This TDA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Copies of the executed TDA delivered by facsimile, pdf, or email shall have the same legal effect as if delivered in person, and each party agrees to accept, and may rely upon, such documents as if they bore original signatures.
20. 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.
21. 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 financial 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.

TREK FOUNDATION, INC

City of Idaho Springs

By: Robert Burns
VP & Executive Director

By: Chuck Harmon
Title: Mayor

ATTEST:

Diane Breece, City Clerk

Exhibit A

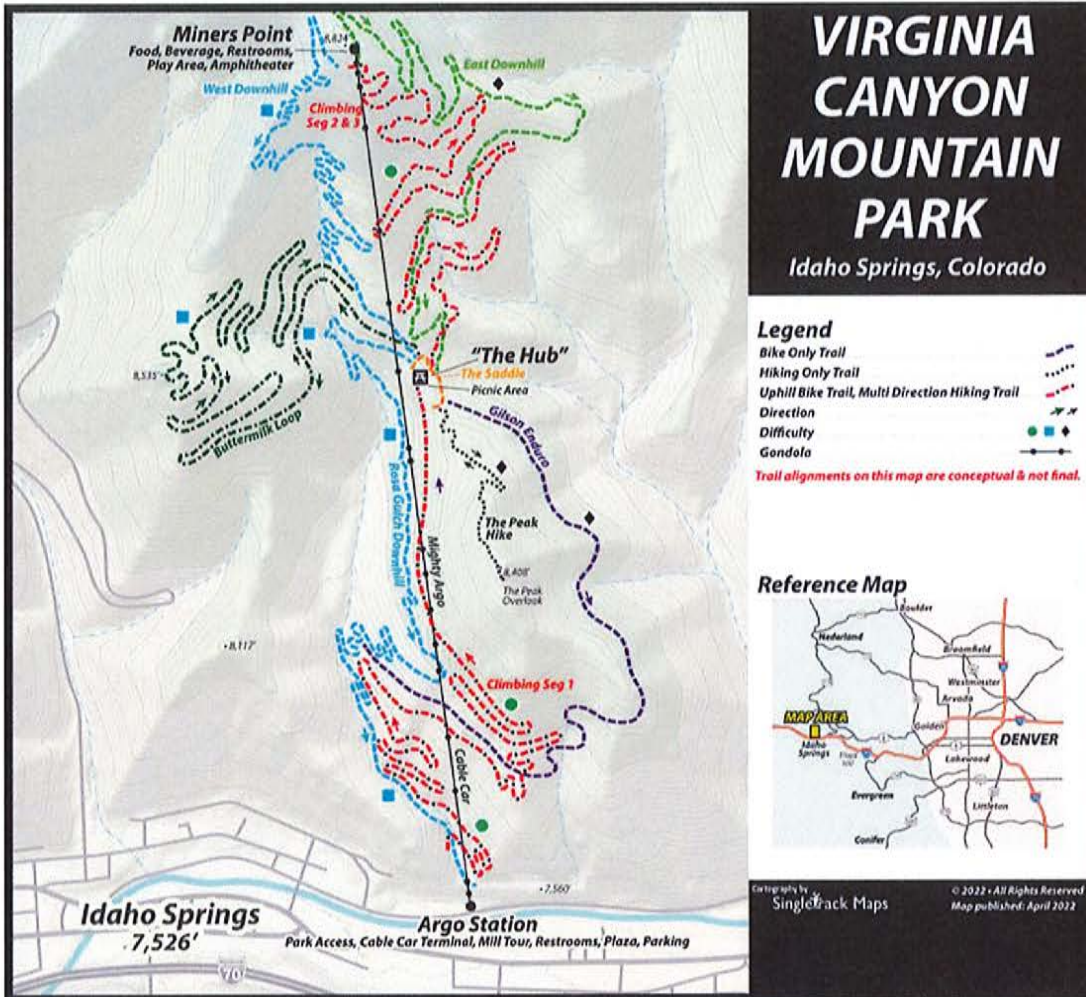


Exhibit B

PRELIMINARY TIMELINE ESTIMATE

[illegible]

Exhibit C

[Trek Trails sign design guidelines]



conceptual design package



2400 Holly Road • Neenah, WI 54956 • Tel: 920.734.1601 • Fax: 920.734.1622

CLIENT: TREK TRAILS	
STREET ADDRESS:	
CITY/STATE:	DATE: 5/17/22
SALES: MONICA SCHNEIDER	
DESIGNER: MIKE FRASSETTO	
GENERAL SPECIFICATIONS	
MATERIAL: ALUMINUM	
FINISH: POLYESTER	
SQUARE FOOTAGE:	
REQUIRED ITEMS FROM CLIENT	
BRANDING: X AN ART APPROVAL FEE MAY BE APPLIED TO PROJECT IF PRODUCTION READY artwork IS NOT PROVIDED BY CLIENT PRIOR TO PRODUCTION	
COLOR SCHEDULE	
1	PAINT: MATTE WHITE
2	PAINT: PMS 7554C - MATTE
3	PAINT: PMS 7585C - MATTE
SURVEY ITEMS REQUIRED	
FIELD SURVEY	
☐	ON SITE COLOR MATCH
☐	AVAILABLE AREA
☐	FACE DETAILS
☐	POLE DETAILS
☐	ALL SIGN DETAILS
☒	OTHER: BRANDING - POWER AGREED FOR PRODUCTION COLOR SPEC NEED VERIFICATION
☐	TRUCK ACCESS
☐	BEHIND WALL ACCESS
☐	ELECTRICAL EXISTING
☐	YES
☐	NO
SIGNED UPDATE	
PLEASE SIGN BELOW STATING THAT THIS DESIGN IS APPROVED	
X	

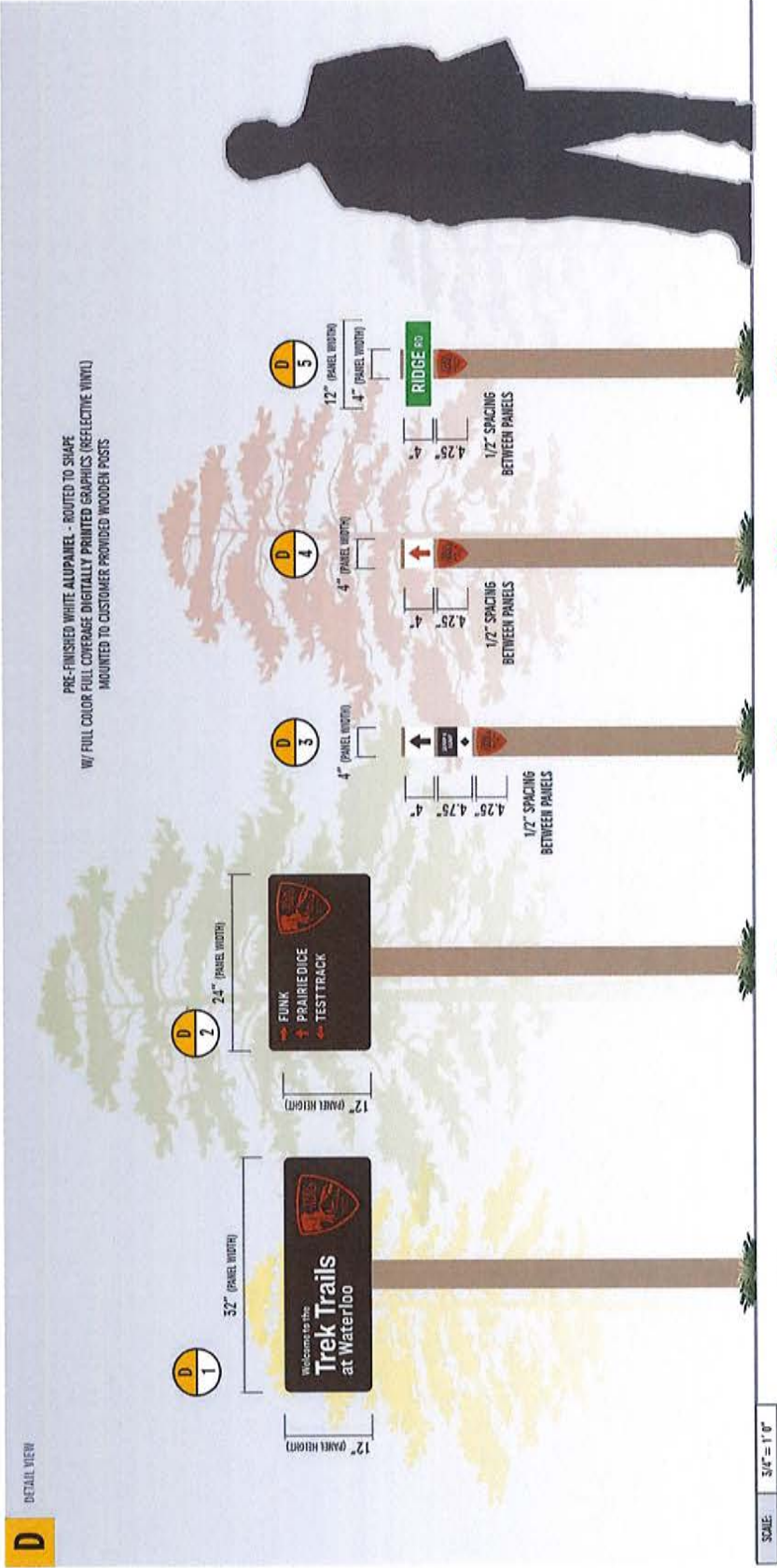


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SCALE: 3/4" = 1' 0"

S/F S/F S/F S/F S/F

2400 Holly Road • Neenah, WI 54956
Tel: 920.734.1601 • Fax: 920.734.1622
www.AppletonsIGN.com

CLIENT:	TRAIL TRAILS
STREET ADDRESS:	
CITY/STATE:	
DATE:	5/17/22
SALES:	MARCIA SCHMIDTKE
DESIGNER:	MAUR FALCETTO
GENERAL SPECIFICATIONS	
INDUSTRY:	
POWER SOURCE:	
SQUARE FOOTAGE:	
REQUIRED ITEMS FROM CLIENT	
AN ART REPRODUCTION FEE MAY BE APPLIED TO PROJECT IF PRODUCTION READY ARTWORK IS NOT PROVIDED BY CLIENT PRIOR TO PRODUCTION	
BRANDING STANDARDS	
COLOR SCHEDULE	
1	PINK TO MATCH PANT 755-C
2	PINK TO MATCH PANT 755-C
SURVEY ITEMS REQUIRED	
FIELD SURVEY	
ON SITE COLOR MATCH	
AVAILABLE AREA	
FACE DETAILS	
POLE DETAILS	
ALL SIGN DETAILS	
OTHER: BRANDING - POWER NEEDED FOR PRODUCTION	
COLOR SPEC NEED VERIFICATION	
SURVEY UPDATE	
PLEASE SIGN BELOW CERTIFYING THAT THIS DESIGN IS APPROVED	
X	

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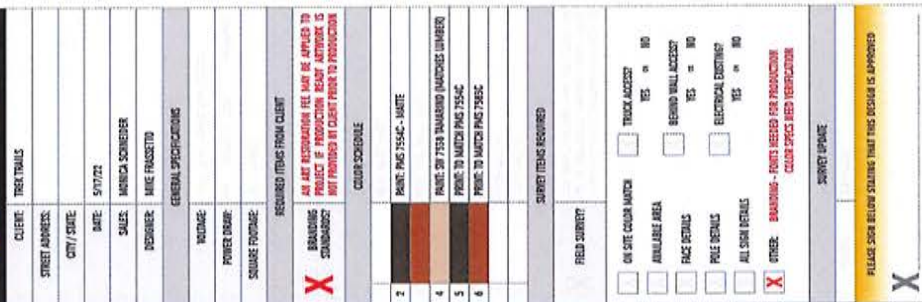
D **OPT.1** **220592-01**

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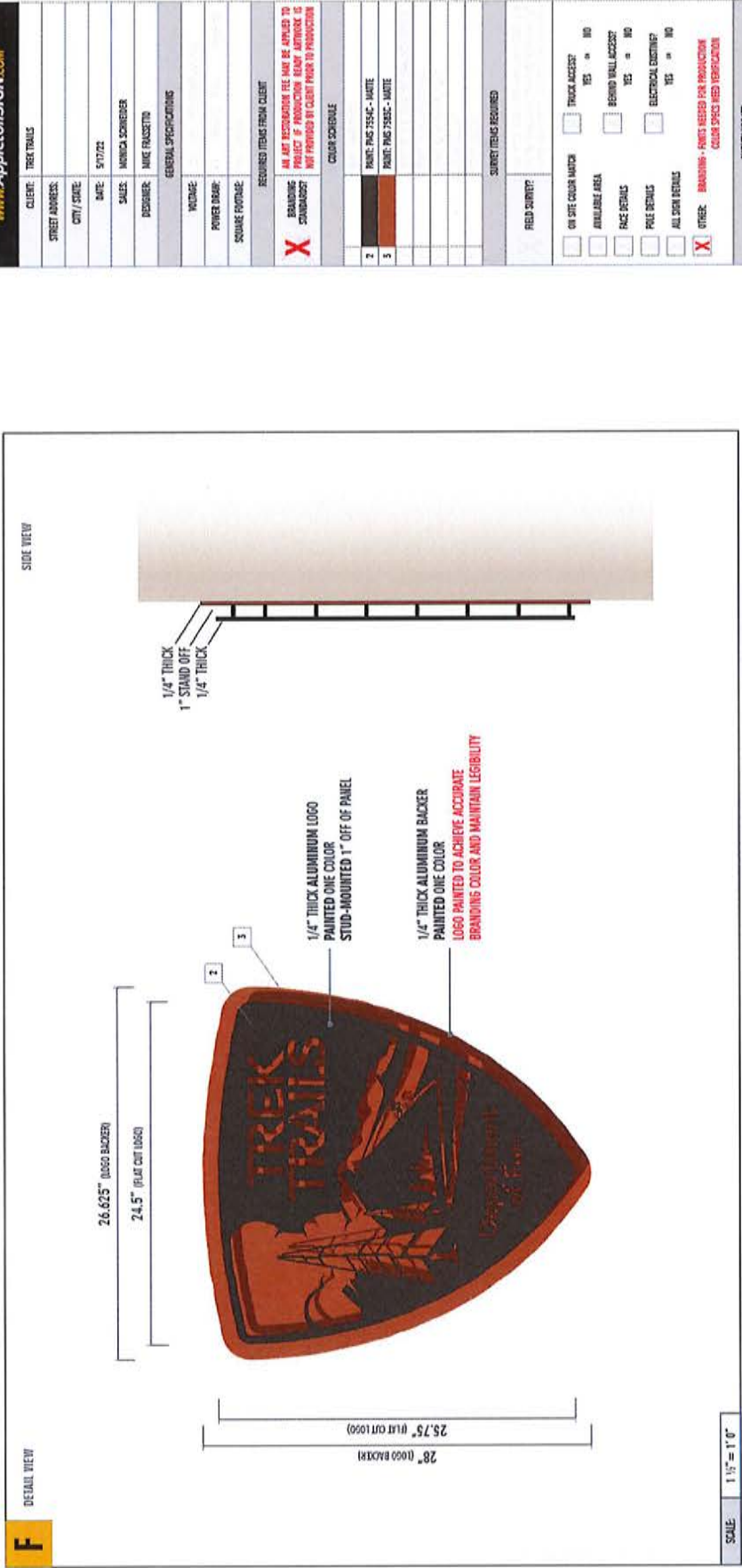


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Tel: 920.734.1601 • Fax: 920.734.1622
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CLIENT:	TREK TRAILS
STREET ADDRESS:	
CITY / STATE:	
DATE:	9/17/23
SALES:	MONICA SCHNEIDER
DESIGNER:	MIKE FRASCETTO
GENERAL SPECIFICATIONS	
WIDTH:	
POWER SOURCE:	
SQUARE FOOTAGE:	
REQUIRED ITEMS FROM CLIENT	
BRANDING CONCEPT:	X AN ART REPRESENTATION FILE NAME BE APPLIED TO PROJECT & PRODUCTION READY ARTWORK IS NOT PROVIDED BY CLIENT PRIOR TO PRODUCTION
COLOR SCHEDULE	
1	PANTONE 7554C - WHITE
2	PANTONE 7554C - WHITE
3	PANTONE 7554C - WHITE
SURVEY ITEMS REQUIRED	
FIELD SURVEY:	
☐ ON SITE COLOR MATCH ☐ TRUCK ACCESS ☐ YES ☐ NO	
☐ AVAILABLE AREA ☐ BEHIND WALL ACCESS ☐ YES ☐ NO	
☐ FACE DETAILS ☐ ELECTRICAL EXISTING? ☐ YES ☐ NO	
☐ POLE DETAILS ☐ ELECTRICAL EXISTING? ☐ YES ☐ NO	
☐ ALL SIGN DETAILS ☐ YES ☐ NO	
☒ OTHER: BRANDING - ARTS REQUIRED FOR PRODUCTION COLOR SPECS THIS VERIFICATION	
SURVEY UPDATE	

PLEASE SIGN BELOW STATING THAT THIS DESIGN IS APPROVED

X

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Exhibit D

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 10th day of July, 2023, by and between the City of Idaho Springs, a Colorado municipality (the "City") and the Colorado Mountain Bike Association (COMBA), an independent contractor ("Consultant").

WHEREAS, the City and COMBA previously entered into an agreement for professional services, dated March 8, 2021, under which COMBA provided services to the City related to the Virginia Canyon Mountain Park trail construction project (the "Project"); and

WHEREAS, the Project is not completed, and the 2021 agreement between the City and COMB has expired; and

WHEREAS, the City desires to continue its contractual relationship with COMBA to obtain COMBA's assistance with the Project.

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. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant 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 AND WORK PRODUCT

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

III. COMPENSATION

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

At the rate of One Hundred Dollars (\$ 100.00) per hour, for a total amount not to exceed ten percent (10%) of the total Project cost.

B. At intervals determined appropriate by Consultant, Consultant shall invoice the City for services rendered. Upon receipt of such invoices, the City shall make payment in full within thirty (30) days.

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the City, the Scope of Services shall be complete and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

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

C. Because the City has hired Consultant for its professional expertise, Consultant 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, Consultant shall furnish to the City a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant 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 Consultant 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., Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain commercial general liability insurance with a minimum combined single limit of five hundred thousand (\$500,000) dollars each occurrence and one million dollars (\$1,000,000) general aggregate, applicable to all premises and operations. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

D. Consultant shall provide to the City a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

VII. INDEMNIFICATION

Consultant 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any

workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Consultant 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, or (b) upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant.

IX. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant 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. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

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 Consultant. The Consultant'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 Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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

The City: City of Idaho Springs
ATTN: City Administrator
PO Box 907,
Idaho Springs, CO 80452-0907

Consultant: COMBA
ATTN: Executive Director
P.O. Box 280415
Lakewood, CO 80228

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.

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

CONSULTANT

Gary Moore, Executive Director

EXHIBIT A



February 24, 2021

Andrew J Marsh, City Administrator
City of Idaho Springs

Dear Mr. Marsh,

We are excited to be entering the construction phase of the Virginia Canyon Mountain Park in Idaho Springs! As you know, COMBA has been a constant advocate and partner with the City on this project since early in 2017. Through careful work by the steering committee and steady guidance from the City, I believe we have an amazing master plan for trails and look forward to seeing the dream fully realized.

To that end, I would like to offer COMBA's services in managing the construction of the trails. We have considerable experience in this part of the project process and feel that we can be of substantial benefit to the City's staff in managing this complex construction effort. Here are the next steps and the services that we can provide:

Project Preparation

- Draft the required Requests For Proposal for the City's review and approval
- Assist the City in publishing the RFPs as needed on RM BidNet and PTBA
- Contact qualified trail building contractors to discuss the project and timing, and identify needed materials and logistics
- Conduct site walkthrough(s) with interested contractors
- Consult with the City on contractor selection and contract agreements
- Sub-contracting for specific project preparation skills as needed

Construction Management

- Prepare construction documents
- Ensure trail corridors are fully flagged
- On-site construction management and contractor oversight
- Compliance with grant requirements
- Contractor invoice review & approval
- Volunteer contributions per grant applications
- Trail construction quality control and punch lists
- Sub-contracting for specific construction management skills as required

We will be working with the City in adhering to the grant contracts and assisting in managing the budget. Per the grant application budget requests, our fee for this work will be charged at \$100/hour.

Sincerely,

Gary Moore, Executive Director
Colorado Mountain Bike Association

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

RESOLUTION No. 12, SERIES 2023

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND THE COLORADO MOUNTAIN BIKE ASSOCIATION (COMBA) CONCERNING PROJECT MANAGEMENT OF THE VIRGINIA CANYON MOUNTAIN PARK TRAIL SYSTEM

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a duly organized Colorado statutory city, possessing the authority to construct and maintain public parks, open spaces and trails; and

WHEREAS, the City owns and operates a public park known as the Virginia Canyon Mountain Park (“VCMP”) within which the City plans to construct approximately ten (10) miles of trails, with a combination of multi-use, hiker-only, and bike-only directional options; and

WHEREAS, the City previously engaged COMBA to provide project management services related to the VCMP trail construction project, and the agreement with COMBA has since expired; and

WHEREAS, the City Council wishes to renew said agreement with COMBA.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Idaho Springs, Colorado, that:

The Agreement for Services between the City and COMBA, concerning project management of the VCMP trail construction project, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

RESOLVED, APPROVED and ADOPTED this 10th day of July, 2023.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 10th day of July, 2023, by and between the City of Idaho Springs, a Colorado municipality (the "City") and the Colorado Mountain Bike Association (COMBA), an independent contractor ("Consultant").

WHEREAS, the City and COMBA previously entered into an agreement for professional services, dated March 8, 2021, under which COMBA provided services to the City related to the Virginia Canyon Mountain Park trail construction project (the "Project"); and

WHEREAS, the Project is not completed, and the 2021 agreement between the City and COMBA has expired; and

WHEREAS, the City desires to continue its contractual relationship with COMBA to obtain COMBA's assistance with the Project.

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. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant 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 AND WORK PRODUCT

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

III. COMPENSATION

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

At the rate of One Hundred Dollars (\$ 100.00) per hour, for a total amount not to exceed ten percent (10%) of the total Project cost.

B. At intervals determined appropriate by Consultant, Consultant shall invoice the City for services rendered. Upon receipt of such invoices, the City shall make payment in full within thirty (30) days.

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the City, the Scope of Services shall be complete and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

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

C. Because the City has hired Consultant for its professional expertise, Consultant 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, Consultant shall furnish to the City a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant 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 Consultant 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., Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain commercial general liability insurance with a minimum combined single limit of five hundred thousand (\$500,000) dollars each occurrence and one million dollars (\$1,000,000) general aggregate, applicable to all premises and operations. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

D. Consultant shall provide to the City a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

VII. INDEMNIFICATION

Consultant 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Insurance coverage requirements specified by this

Agreement shall in no way lessen or limit the liability of Consultant 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, or (b) upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant.

IX. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant 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. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

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 Consultant. The Consultant'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 Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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

The City: City of Idaho Springs
ATTN: City Administrator
PO Box 907,
Idaho Springs, CO 80452-0907

Consultant: COMBA
ATTN: Executive Director
P.O. Box 280415
Lakewood, CO 80228

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.

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

CONSULTANT

Gary Moore, Executive Director

EXHIBIT A



February 24, 2021

Andrew J Marsh, City Administrator
City of Idaho Springs

Dear Mr. Marsh,

We are excited to be entering the construction phase of the Virginia Canyon Mountain Park in Idaho Springs! As you know, COMBA has been a constant advocate and partner with the City on this project since early in 2017. Through careful work by the steering committee and steady guidance from the City, I believe we have an amazing master plan for trails and look forward to seeing the dream fully realized.

To that end, I would like to offer COMBA's services in managing the construction of the trails. We have considerable experience in this part of the project process and feel that we can be of substantial benefit to the City's staff in managing this complex construction effort. Here are the next steps and the services that we can provide:

Project Preparation

- Draft the required Requests For Proposal for the City's review and approval
- Assist the City in publishing the RFPs as needed on RM BidNet and PTBA
- Contact qualified trail building contractors to discuss the project and timing, and identify needed materials and logistics
- Conduct site walkthrough(s) with interested contractors
- Consult with the City on contractor selection and contract agreements
- Sub-contracting for specific project preparation skills as needed

Construction Management

- Prepare construction documents
- Ensure trail corridors are fully flagged
- On-site construction management and contractor oversight
- Compliance with grant requirements
- Contractor invoice review & approval
- Volunteer contributions per grant applications
- Trail construction quality control and punch lists
- Sub-contracting for specific construction management skills as required

We will be working with the City in adhering to the grant contracts and assisting in managing the budget. Per the grant application budget requests, our fee for this work will be charged at \$100/hour.

Sincerely,

Gary Moore, Executive Director
Colorado Mountain Bike Association

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: July 10, 2023
Subject: City Administrator Update

Request for Action:

- Motion to approve a purchase agreement with HTLF Bank (successor by merger to Centennial Bank)--subject to final review and approval by the City Attorney--for the acquisition of the former Citywide Bank building and property at 1744 Miner Street for the new Police Department headquarters. The total purchase price of \$656,250 from account number 21-00-7043 Land Acquisition is comprised of the City's offer price of \$625,000 and a transaction fee of \$31,250. Staff is also authorized to issue an earnest money deposit in the amount of \$65,625, which is 10 percent of the purchase price, while the sale transaction is completed.

Updates:

- The recruitment process for the Community Development Planner position will be restarted. Unfortunately, the three finalists from the last recruitment withdrew for various reasons.
- Attended on May 19 in Golden the periodic CDOT Project Leadership Team meeting for the I-70 Floyd Hill Reconstruction Project.
- Participated on May 19 in the annual Idaho Springs Cemetery Clean-up Day.
- The Mayor, Jon and I attended on May 22 the CDOT Region 3 Infrastructure Development Summit in Denver.
- The Mayor and staff attended on May 22 the open house regarding plans for the downtown Miner Street reconstruction project.
- Attended on May 23 the communications briefing for the I-70 Floyd Hill Reconstruction Project.
- Paul and I attended on May 23 and June 6 the periodic meetings for the Virginia Canyon Road and Virginia Street Reconstruction Projects.
- The Mayor and I met on May 23 with Finance Officer Lorraine Trotter to review the City's financial investments and reserves.
- The Mayor and staff attended on May 23 and June 29 the periodic Vitality Task Force meetings.
- Staff and I attended on May 24 and 31, June 7 and 28, and July 5 the weekly progress meetings for the Library Park reconstruction project.
- Jon and I met on May 23 and June 2 with Hoehn Architects regarding City Hall improvement projects.

- Staff and I attended on May 23 a kick-off meeting with JVA Engineering for the Montane Park water tank replacement project.
- Staff and I met on May 23 and 31 with Xcel Energy regarding a gas line replacement project in the Montane Park neighborhood.
- Staff and I attended on May 26 a progress meeting with JVA regarding the bulk water fill and sewage dump station project.
- Staff and I attended on May 30 and June 6 progress meetings with JVA and Hoehn Architects regarding the Roberts Brothers Garage relocation project.
- Conducted on May 30 on-boarding for new Public Works employees Chris Church and Joshua Currie.
- Attended on May 31 the bi-annual I-70 Collaborative Effort meeting in Frisco.
- The Mayor, Jon and I met on June 5 with Blue Spruce Habitat and EV Studio regarding affordable housing site assessments on City property.
- Staff and I met on June 5 with HDR Engineering regarding plans for the I-70 pedestrian bridge project.
- The CCMRD General Manager and I met on June 6 with the CCSD Superintendent regarding the Sports and Events Complex Master Plan project.
- Attended on June 7 the I-70 Coalition board meeting.
- Jon and I met on June 7 with COMBA regarding the \$250,000 award from Trek for VCMP Trails construction.
- Staff and I met on June 8 with JVA regarding the annual CDPHE water and sewer eligibility survey.
- Staff and I attended on June 26 with JVA the progress meeting for the Mattie Dam rehabilitation project.
- Attended on June 27 a Federal Grant Webinar hosted by Senators Bennet and Hickenlooper.
- Paul and I attended on June 27 with HDR a 30% design review meeting for the Virginia Street reconstruction project.
- Attended on June 28 in Aurora the CIRSA General Membership Meeting and Training.
- Jon and I met on June 29 with the Clear Creek County Housing Coordinator regarding Proposition 123 for affordable housing.
- The Mayor and I attended on June 29 at Carlson Elementary School a meeting on childcare initiatives in Clear Creek County.
- The Mayor and I presented on June 30 in Denver to the DOLA Review Committee the grant request for the Chicago Creek Water Main Replacement Project.
- Attended on July 4 the Independence Day festivities.
- Staff and I attended on July 5 the periodic progress meeting for the Public Works Facility Project.

Upcoming Events:

- An Open House on plans for the Virginia Canyon Road and Virginia Street water and sewer reconstruction projects will be held on Tuesday, July 11 from 5:00-7:00 p.m. at City Hall.

ITEM NO. 9533474

PERSONAL PROPERTY ADDENDUM AND BILL OF SALE

Seller: HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL BANK

Buyer: City of Idaho Springs, a Colorado corporation

Property Address: 1744 Miner St, Idaho Springs, CO 80452 USA

This Personal Property Addendum ("Addendum"), dated effective as of _____, amends and supplements that certain purchase and sale agreement ("Agreement") between Buyer and Seller for the purchase and sale of the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. PERSONAL PROPERTY. Notwithstanding anything to the contrary in the Agreement, the term "Property" as used in the Agreement shall also include the following items of personal property ("Personal Property") (provided, however, that no portion of the Purchase Price shall be allocated to the Personal Property) (*check applicable box*):

☒ all items of personal property owned by Seller located on and used exclusively in connection with the ownership, use, operation or maintenance of the Property.

☐ the following items: _____

2. BILL OF SALE. Upon Closing (but in no event before Closing), the following Bill of Sale shall immediately become effective without the need for any further action on the part of Seller or Buyer:

Bill of Sale

Effective as of the date of Closing, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby conveys to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Personal Property. SUCH CONVEYANCE AND ACCEPTANCE ARE MADE AS-IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Bill of Sale shall extend to, be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

SELLER:

HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL BANK

BUYER:

City of Idaho Springs, a Colorado corporation

Printed Name: Julie Carstensen
Title (if applicable): Authorized Signatory

Printed Name: _____
Title (if applicable): _____

Dated: _____

Printed Name: Chuck Harmon
Title (if applicable): President

Printed Name: _____
Title (if applicable): _____

Dated: _____

PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement with Joint Closing Instructions ("**Agreement**"). This Agreement is effective as of the date Seller signs this Agreement ("**Effective Date**").

1. KEY TERMS.

- (A) **Seller:** HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL BANK
 phone number: (952)841-9316 email address: jcarstensen@htlf.com
 mailing address: 1800 Larimer St, Denver, CO 80202
- (B) **Buyer:** City of Idaho Springs, a Colorado corporation
 phone number: (303)567-4421 email address: mayor@idahospingsco.com
 mailing address: 1711 Miner Street, Idaho Springs, CO 80007
- (C) **Purchase Price:** \$656,250.00 (which equals Buyer's offer price of \$625,000.00 plus a Ten-X Transaction Fee of \$31,250.00).
- (D) **Earnest Money Deposit:** \$65,625.00 (if blank, then 10% of the Purchase Price, but no less than \$50,000 or more than \$1,000,000).
- (E) **Property:** Address: 1744 Miner St, Idaho Springs, CO 80452 USA as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
- (F) **Closing Date:** 30 Calendar days after the effective date (if blank, then (i) 30 calendar days after the Effective Date). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.
- (G) **Closing Agent:** Land Title Guarantee Company contact: Taylor Nelson
 address: 3033 E 1st Ave, Suite 600, Denver, CO 80206-5617 USA phone number: (303)331-6228
 email address: tnelson@ltgc.com.
- (H) **Title Insurance Company:** Land Title Guarantee Company.
- (I) **Closing Cost Allocations:** As described in the Section below entitled "Closing Cost Allocations".

2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 PM in the time zone where the Property is located on the first business day after Seller countersigns this Agreement. The Earnest Money Deposit is non-refundable except as set forth in this Agreement, and may be applied towards the amounts payable by Buyer under this Agreement. The escrow ("**Escrow**") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully-signed copy of this Agreement.

3. CLOSING. The transactions contemplated by this Agreement shall be consummated ("**Close**" or "**Closing**") on or before the Closing Date.

4. CLOSING DELIVERIES.

- (A) **Seller's Deliveries.** On or before the Closing Date, Seller shall deliver the following to Closing Agent ("**Seller's Deliveries**"):
- (i) The transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the state where the Property is located) ("**Deed**") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
 - (ii) A Non-Foreign Transferor Declaration signed by Seller, or evidence reasonably acceptable to Closing Agent and Buyer that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
 - (iii) A counterpart of the "Settlement Statement" (defined below) signed by Seller.
 - (iv) A counterpart of the assignment and assumption of leases and contracts substantially in the form attached as Exhibit B ("**Assignment of Leases and Contracts**") signed by Seller.
 - (v) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(B) Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver the following to Closing Agent ("Buyer's Deliveries"):

- (i) An amount in immediately available "good funds" equal to the Purchase Price (less the Earnest Money Deposit already deposited with Closing Agent), plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.
- (ii) A counterpart of the Settlement Statement signed by Buyer.
- (iii) A counterpart of the Assignment of Leases and Contracts signed by Buyer.
- (iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

(A) Seller's Conditions. Seller's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Buyer in this Agreement shall have been true in all material respects as of the Effective Date.
- (ii) Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.

(B) Buyer's Conditions. Buyer's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Seller in this Agreement shall have been true in all material respects as of the Effective Date.
- (ii) Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.
- (iii) Title Insurance Company is irrevocably committed to issue to Buyer an owner's title insurance policy covering the Property with standard coverage customary in the state where the Property is located, showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Insurance Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts not shown by public records that an accurate survey and/or a personal inspection of the Property would have disclosed; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, or ordinances regarding the use, occupancy, subdivision, or improvement of the Property, or the effect of any non-compliance with or any violation thereof; (g) rights of existing tenants and/or occupants of the Property, if any; (h) covenants, restrictions, easements, and other matters that do not materially impair the value or use of the Property; (i) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.

(C) Duty to Cooperate in Good Faith to Resolve. Despite anything to the contrary in this Section, if either party learns that a closing condition is unlikely to be satisfied, such party shall promptly notify the other party, and both parties shall cooperate in good faith to fairly and promptly resolve the matter, and the party whose closing condition was not satisfied shall not be relieved of its obligation to Close unless (i) the other party fails to cooperate in good faith, (ii) fair and prompt resolution is not reached after the parties have cooperated in good faith, or (iii) fair and prompt resolution of the matter on or before the Closing Date would be impracticable.

(D) Waiver of Conditions. Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

6. CLOSING INSTRUCTIONS TO CLOSING AGENT. At Closing, Closing Agent is irrevocably instructed to do the following:

- (A) Record the Deed.
- (B) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and Buyer.
- (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

Seller and Buyer acknowledge that Closing Agent shall have no liability in connection with its activity as Closing Agent except to the extent of Closing Agent's gross negligence, willful misconduct, or willful disregard of the terms of this Agreement.

7. COSTS AND PRORATIONS.

- (A) Pre-Closing Costs. Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.
- (B) Prorations. The following shall be prorated as of the date of Closing, in each case based on the number of calendar days in the applicable period and in accordance with local customs: (i) all real property taxes, assessments, utilities and other operating expenses customarily apportioned in similar situations ("Property Expenses"), and (ii) all rents and other income actually received and customarily apportioned in similar situations ("Property Income"). Despite anything to the contrary in this Agreement, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives Property Income or a refund of Property Expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such Property Income or refund shall immediately submit to the other party the portion attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any Property Expenses accruing after Closing. This paragraph shall survive Closing indefinitely.
- (C) Closing Costs. Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).
- (D) Settlement Statement. On or before the third business day prior to Closing, Closing Agent shall prepare and deliver to Seller and Buyer a settlement statement setting forth the prorations and cost allocations set forth in this Agreement ("Settlement Statement").

8. TERMINATION AND CANCELLATION OF ESCROW.

- (A) Termination Resulting from Breach. If Closing does not or cannot occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-breaching party may terminate this Agreement and cancel the Escrow by written notice to the breaching party and Closing Agent. If Buyer fails to timely deposit the Earnest Money Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. Upon any such termination and/or cancellation, the breaching party shall pay any cancellation fees of Closing Agent and Title Insurance Company. If Seller is the breaching party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall be entitled to pursue remedies at law or in equity. If Buyer is the breaching party, then the following shall apply:

BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES RESULTING FROM A BREACH BY BUYER. IN THE EVENT OF A BREACH BY BUYER, SELLER SHALL BE ENTITLED TO AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY. BUYER AGREES THAT SUCH AMOUNT IS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AND IS NOT A PENALTY. IF CLOSING AGENT IS IN POSSESSION OF THE EARNEST MONEY DEPOSIT, THEN CLOSING AGENT SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER. DESPITE THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE LIQUIDATED DAMAGES PAYABLE TO SELLER UPON A BREACH BY BUYER, SELLER SHALL ONLY BE ENTITLED TO THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

SELLER'S INITIALS _____/_____

BUYER'S INITIALS _____/_____

- (B) Costs Upon Termination and Cancellation of Escrow. Except as otherwise set forth in this Section, upon termination of this Agreement and cancellation of Escrow pursuant to this Section, Seller and Buyer shall be jointly responsible for any cancellation fees of Closing Agent and Title Insurance Company, and all other costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.
- (C) Closing Agent Authorization. If Closing Agent receives a written notice from a party to cancel the Escrow in accordance with this Section 8, and Closing Agent can confirm that the other party also received the notice, Closing Agent is authorized to comply with the notice if Closing Agent does not receive a written objection within 10 calendar days after such other party received the notice.

9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows:

- (A) **Authority.** Buyer has the necessary authority to enter into and perform its obligations under this Agreement. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the necessary authority to bind Buyer to this Agreement.
- (B) **Property Condition and Attributes.** Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations under this Agreement are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) is deemed approximate and not guaranteed. Buyer acknowledges that except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) Buyer acknowledges and agrees that Seller is selling the Property "As Is, Where Is, With All Faults and Limitations" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.
- (C) **Disclosures.** Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.
- (D) **Sophisticated Buyer.** Buyer (i) is a sophisticated purchaser, (ii) is capable of evaluating the merits and risks of purchasing the Property, (iii) understands and is able to bear the economic risks of purchasing the Property, including, without limitation, a total loss of investment and/or the risk that Buyer may be required to hold the Property indefinitely.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows:

- (A) **Authority.** Seller has the necessary authority to enter into and perform its obligations under this Agreement. If Seller is an entity, the natural person signing this Agreement on behalf of Seller represents and warrants that (i) Seller is duly formed and in good standing and (ii) the natural person signing on behalf of Seller has the necessary authority to bind Seller to this Agreement.
- (B) **Property Condition and Attributes.** Except as would not be reasonably expected to have a material adverse effect on the value or ongoing business or operation of the Property, the written information regarding the Property provided to Buyer by or on behalf of Seller, taken as a whole (i.e. including any updates or revisions provided, or any disclaimers in any information provided), fairly represents the Property. This paragraph shall not survive Closing.
- (C) **No Violations.** Except as disclosed in writing to Buyer prior to signing this Agreement, Seller's execution and performance of this Agreement will not result in any breach of, conflict with, or result in the creation of any encumbrance upon the Property pursuant to any indenture, mortgage, deed of trust, note, evidence of indebtedness, right of first refusal, right of first offer, or any other agreement or instrument by which Seller is bound with respect to the Property.
- (D) **Leases.** Except for the leases (including any amendments) listed in Exhibit C ("Leases"), Seller knows of no other agreement with respect to the occupancy of the Property that will be binding on Buyer after Closing, and to Seller's knowledge, the information on Exhibit C and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects. Except as disclosed in writing to Buyer prior to signing this Agreement and except as would not be reasonably expected to have a material adverse effect on the ongoing business or operation of the Property, to Seller's actual knowledge, (i) each of the Leases is in full force and effect; (ii) there are no uncured material defaults under any of the Leases or circumstances which with the giving of notice, the passage of time or both would constitute a material default under any of the Leases; (iii) there are no unsatisfied concessions, abatements, offsets, defenses or other basis for relief or adjustment under any of the Leases; (iv) there is no outstanding obligation to provide any tenant with an allowance to perform any tenant improvements; (v) no tenant has requested in writing a modification of its Lease or a release of any material obligation under its Lease, or has given written notice terminating its Lease, or has been released of any material obligation under its Lease prior to the normal expiration of the term of the Lease; (vi) no tenant is the subject of a bankruptcy or insolvency proceeding; (vii) no guarantor has been released or discharged from any obligation in connection with any Lease; and (viii) all brokerage commissions currently due and payable with respect to the Leases have been paid.
- (E) **No Litigation.** Except as disclosed in writing to Buyer prior to signing this Agreement, there is no pending litigation affecting the Property or that would affect Seller's ability to perform its obligations under this Agreement.
- (F) **No Mechanics' Liens.** Except as disclosed in writing to Buyer prior to signing this Agreement, there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

11. SELLER'S COVENANTS.

- (A) **Possession.** At Closing, Seller shall relinquish possession of the Property to Buyer (subject to the Leases) and promptly provide Buyer with all keys, codes and other means of Property access in Seller's possession.
- (B) **Utilities.** Seller shall reasonably cooperate with Buyer prior to Closing to allow Buyer to obtain responsibility for and maintain access to applicable utilities following Closing.
- (C) **Operation and Maintenance of Property.** Prior to Closing, Seller shall maintain, and to the extent within Seller's reasonable control, operate, the Property consistent with past practice.
- (D) **Leases and Contracts.** Prior to Closing, Seller shall not enter into, terminate or amend any Lease or other material agreement with respect to the Property which would encumber or be binding upon the Property from and after Closing, without Buyer's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.
- (E) **No Violations.** Prior to Closing, Seller shall comply in all material respects with the terms of the Leases and any other material document or agreement affecting the Property consistent with past practice.
- (F) **Notice of Material Changes or Untrue Representations.** Prior to Closing, Seller shall promptly notify Buyer if Seller learns of any material change in any condition of the Property or any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading.

12. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE A PARTY INITIATES ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEYS' FEES AND COSTS.

BUYER AND SELLER HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPH AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF ARBITRATION OR COURT ACTION.

SELLER'S INITIALS ____/____

BUYER'S INITIALS ____/____

13. MISCELLANEOUS.

- (A) **Survival of Representations and Warranties.** Except as otherwise set forth in this Agreement, (i) all representations and warranties of Seller and Buyer in this Agreement shall survive Closing for a period of one year, and (ii) no claim for breach of any representation or warranty in this Agreement may be made more than one year after Closing.
- (B) **No Assignment or Recording.** Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligations of Buyer under this Agreement.
- (C) **Casualty and Condemnation.** If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within 10 business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one business day after the expiration of such period), Buyer may, at its option, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.
- (D) **Common Interest Development.** If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community.
- (E) **Local Requirements.** Some counties, cities, municipalities and other state subdivisions may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("**Local Requirement**") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend

and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This paragraph shall survive Closing indefinitely.

- (F) Counterparts, Electronic Signatures, and Complete Agreement. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile and electronic signatures shall have the same legal effect as original signatures. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be accepted, signed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of Buyer and Seller relating to that subject matter. No modification of this Agreement will be effective unless it is in writing and signed by both parties.
- (G) Severability. If any portion of this Agreement is judicially determined to be invalid or unenforceable, that portion shall be deemed severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and be construed to fulfill the intention of the parties.
- (H) Time is of the Essence. Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.
- (I) Governing Law and Venue. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.
- (J) Attorneys' Fees. In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- (K) Further Assurances. The parties agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- (L) Notices. All notices and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; and/or (iv) sent by email. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- (M) Prohibited Persons and Transactions. Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- (N) Brokers. In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer's Broker identified on the signature page hereto, Ten-X is acting as the marketing firm and marketplace provider, and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent who would be entitled to any fee from Seller or Buyer. Seller and Buyer shall each indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, arising in connection with any breach by the indemnifying party of the representations and warranties in this paragraph. This paragraph shall survive Closing indefinitely.
- (O) Form of Agreement. Buyer and Seller acknowledge that no representation, recommendation or warranty is made by Ten-X or any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

14. CLOSING COST ALLOCATIONS.

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Title Search Fee	☒		
Owner's Title Insurance Policy (Standard Coverage)	☒		
Additional Title Coverage or Endorsements Requested by Buyer		☒	
Lender's Title Insurance Policy		☒	
Closing Agent Fees			☒
State and/or Local Transfer Taxes			☒
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer's Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs In Connection With Buyer's Loan		☒	
Seller's Loan Prepayment Fees and All Other Costs In Connection With Seller's Existing Loan	☒		
Deed Notarization and Recording Fees	☒		
Real Estate Broker/Agent Commissions Due Listing Broker	☒		
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker	☒		
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (If Any)		☒	
Any Reports and Inspections Requested by Buyer		☒	
Seller's Attorney Fees	☒		
Buyer's Attorney Fees		☒	
All Other Closing Costs		☒	

SELLER'S INITIALS ____/____

BUYER'S INITIALS ____/____

15. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference (if applicable).

(Remainder of Page Intentionally Blank)

SELLER:

HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL
BANK

BUYER:

City of Idaho Springs, a Colorado corporation

(and its permitted assigns under Section 13(B))

Printed Name: Julie Carstensen
Title (if applicable): Authorized Signatory

Printed Name: Chuck Harmon
Title (if applicable): President

Printed Name: _____
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Dated: _____

Dated: _____

LISTING BROKER (If any):**BUYER'S BROKER (If any):**

Broker Printed Name: Monica Wiley
Brokerage Printed Name: CBRE
Brokerage License Number: 100028236 State: CO

Broker Printed Name: _____
Brokerage Printed Name: _____
Brokerage License Number: _____ State: _____

(Brokers must be licensed in the state where the Property is located.)

DISCLOSURE AND CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller acknowledge that, unless otherwise set forth in this Agreement, Ten-X is not acting as Seller's real estate agent or Buyer's real estate agent, and Ten-X is acting as a marketing firm and marketplace provider only.

SELLER'S INITIALS ____/____

BUYER'S INITIALS ____/____

CLOSING AGENT ACKNOWLEDGEMENT

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

Land Title Guarantee Company

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABJ70806156

THOSE CERTAIN PARTS OF BLOCKS 6 AND 7, CITY OF IDAHO SPRINGS AND THE ALLEY BETWEEN SAID BLOCKS 6 AND 7 WHICH LIE SOUTH OF COLORADO BOULEVARD, COLORADO STATE HIGHWAY NO. 2 AND EAST OF THE NORTH AND SOUTH CENTERLINES OF LOT 7, BLOCK 6 AND 7 AND THE CONTINUATION OF SAID MENTIONED LINES IF PRODUCED ACROSS SAID ALLEY.

EXCEPTING THEREFROM A PORTION OF LOTS 1, 2 AND 3, BLOCK 7, GRANTED TO THE CITY OF IDAHO SPRINGS IN DEED RECORDED APRIL 25, 1988 IN BOOK 461 AT PAGE 422.

AND EXCEPTING THEREFROM A PARCEL OR TRACT OF LAND AT THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 3S, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF IDAHO SPRING, CLEAR CREEK COUNTY, COLORADO, SAID TRACT OF PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 7, WITHIN BLOCK 7 OF THE TOWN OF IDAHO SPRINGS; THENCE N85° 11'24"E, ALONG THE RIGHT OF WAY LINE OF MINER STREET, A DISTANCE OF 31.26, SAID POINT BEING THE TRUE POINT OF BEGINNING;

- 1: THENCE DEPARTING SAID RIGHT OF WAY LINE, N05° 09'06"W, A DISTANCE OF 1.17 FEET;
- 2: THENCE N84° 03'32"E, A DISTANCE OF 36.08 FEET;
- 3: THENCE ON AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 9.53 FEET, A CENTRAL ANGLE OF 47° 33'32", A DISTANCE OF 7.91 FEET, (A CHORD BEARING OF N60° 16'46"E, A DISTANCE OF 7.69 FEET);
- 4: THENCE N 36° 30'00"E, A DISTANCE OF 103.26 FEET TO THE EAST LINE OF SAID BLOCK 7, CITY OF IDAHO SPRINGS;
- 5: THENCE S05° 03'00"E, ALONG SAID EAST LINE, A DISTANCE OF 15.70 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE FOR RIVERSIDE DRIVE AS DEPICTED ON PLAT RECORDED IN THE CLEAR CREEK CLER AND RECORDERS OFFICE AT RECEPTION NO. 138218 AND DESCRIBED IN BOOK 461 AT PAGE 622;
- 6: THENCE S34° 16'00"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 86.29 FEET TO THE NORTH RIGHT OF WAY LINE OF MINER STREET;
- 7: THE S85° 11'24"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 56.88 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING

TOGETHER WITH A PARCEL OR TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF IDAHO SPRINGS, CLEAR CREEK COUNTY, COLORADO, SAID TRACT OF PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 7, WITHIN BLOCK 7 OF THE TOWN OF IDAHO SPRINGS; THENCE N11° 36'57"E, A DISTANCE OF 149.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLORADO BOULEVARD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

- 1: THENCE DEPARTING SAID RIGHT OF WAY LINE, N20° 20'23"E, A DISTANCE OF 13.91 FEET;
- 2: THENCE S70° 09'41"E, A DISTANCE OF 117.00 FEET;
- 3: THENCE S17° 12'13"W, A DISTANCE OF 14.17 FEET TO SAID SOUTH RIGHT OF WAY LINE;
- 5: THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, AND THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 522.46 FEET, A CENTRAL ANGLE OF 03° 08'14", A DISTANCE OF 28.60, (A CHORD BEARING OF N71° 13'57"W, A DISTANCE OF 28.59 FEET);

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, N69° 39'37"W, A DISTANCE OF 89.19 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

Seller: HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL BANK

Buyer: City of Idaho Springs, a Colorado corporation

Property (Address): 1744 Miner St, Idaho Springs, CO 80452 USA

This Assignment and Assumption of Leases and Contracts, dated effective as of _____, is entered into between Buyer and Seller in connection with the transfer of the Property from Seller to Buyer concurrently herewith.

Seller is the landlord under those certain leases identified on Schedule 1 attached hereto (collectively, "Leases") relating to the Property. Seller desires to assign to Buyer, and Buyer desires to assume from Seller, all of Seller's right, title and interest in and to the Leases and all other transferable licenses, contracts, permits and agreements affecting the Property (collectively, "Contracts").

For valuable consideration, the receipt and sufficiency of which is acknowledged, Buyer and Seller agree as follows:

1. ASSIGNMENT. Seller hereby assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to (a) the Leases and Contracts and (b) all security deposits, letters of credit and guarantees given in connection with the Leases.

2. ASSUMPTION. Buyer hereby assumes all of Seller's obligations and liabilities under the Leases and Contracts and agrees to perform all of the landlord's obligations under the Leases, and Seller's obligations under the Contracts, arising from and after the date hereof. Buyer shall be solely responsible for notifying any tenants or occupants (a) that Seller has transferred ownership of the Property to Buyer, (b) regarding any change in place for payment of rentals, and (c) that Buyer is responsible for the security deposits of such tenants or occupants.

3. INDEMNIFICATION BY SELLER. Seller hereby indemnifies Buyer and agrees to hold Buyer harmless from and against all claims, expenses, losses or damages to the extent arising out of (a) the landlord's obligations and liabilities under the Leases accruing prior to the date hereof, and/or (b) Seller's obligations and liabilities under the Contracts accruing prior to the date hereof.

4. INDEMNIFICATION BY BUYER. Buyer hereby indemnifies Seller and agrees to hold Seller harmless from and against all claims, expenses, losses or damages to the extent arising out of (a) the landlord's obligations and liabilities under the Leases accruing from and after the date hereof, and/or (b) Seller's obligations and liabilities under the Contracts accruing from and after the date hereof.

SELLER:

HTLF BANK SUCCESSOR BY MERGER TO CENTENNIAL
BANK

BUYER:

City of Idaho Springs, a Colorado corporation

Printed Name: Julie Carstensen
Title (if applicable): Authorized Signatory

Printed Name: Chuck Harmon
Title (if applicable): President

Printed Name: _____
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Dated: _____

Dated: _____

Schedule 1 to Assignment and Assumption of Leases and Contracts

Leases

N/A

EXHIBIT C

LEASES

All leases posted to the Property's listing page on Ten-X's website (a) after the date of the attached list, and (b) before Buyer signs this Agreement are hereby incorporated herein by reference.

N/A

COLORADO RIDER TO **PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS**

STATE-SPECIFIC PROVISIONS.

- (A) **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
- (B) **Oil, Gas, Water and Mineral Disclosure.** THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

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

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

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

- (C) **Water Providers.** Some water providers rely, to varying degrees, on nonrenewable ground water. You may wish to contact your provider (or investigate the described source) to determine the long-term sufficiency of the provider's water supplies.
- (D) **Seller's Disclosures.** At or before Closing, Seller shall provide to Buyer the most current version of the applicable Colorado Real Estate Commissions Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the disclosure.
- (E) **Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Agent to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Agent to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.
- (F) **Colorado Real Estate Commission Approved Forms.** The Agreement and this rider have not been approved by the Colorado Real Estate Commission. This form rider was specifically prepared by Ballard Spahr LLP for Ten-X to be used with Ten-X's form purchase and sale agreement for properties located in Colorado.

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COLORADO AGENCY DISCLOSURE

By signing the agreement to which this page is attached, the parties acknowledge receipt of the agency disclosure located at <https://www.ten-x.com/company/colorado>

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TO: Mayor and City Council
CC: City Administrator Andrew Marsh; Planning Commission
FROM: Jonathan Cain | Assistant City Administrator | Interim
Community Development Planner
DATE: July 10, 2023
SUBJECT: Staff Update
ATTACHMENTS: None



REQUEST(S) FOR ACTION

None

UPDATES

1. Community Development.

- a. **Planning Commission:** The Planning Commission will likely be meeting to consider a Final Development Plan (FDP) application on July 26.
- b. **IHOP/CLEAR PATH HOME:** The Consultant Team is working on Task 1 (Community Engagement and Education) and Task 2 (Studying the potential formation of a Multi-Jurisdictional Housing Authority). Meetings will continue throughout the summer.
- c. **Downtown Master Planning:** There was a Vitality Task Force Meeting today at 2:00. The Consultant team provided new information related to the design based on feedback from the 1:1 meetings, design refinement and drainage analysis.
- d. Staff continues to meet with several parties interested in submitting land use applications for different projects throughout the City.

2. Utility Billing.

- a. **Xpress Bill Pay:** Nothing to Report.
- b. **Utility Billing:** Utility Bills were sent July 5. A change has been made to the billing- the usage reported shows "Actual Usage" instead of a "multiplier", i.e., 1025 gallons would read and bill as "1025" instead of "1".
- c. **Utility Equipment:** Staff is working to repair and replace all defective meter reading equipment in the system.

3. Community Engagement.

- a. Staff has been using the new Voyent Alert system and signing up residents for notification accounts. Users can receive free email, phone calls and text messages (depending on their preferences) about information from the City. Patti has been working on designing a new newsletter that will be sent regularly using this system.

4. Special Events.

- a. 4th of July was a successful event, despite off and on rain. Fireworks were a success, and there were no major issues with the event. A huge thanks to the Mayor, Paul Crain and his staff, Chief Buseck, his staff and the Rangers, Andy Marsh, Sadie Peak and Diane Cain for working through the day to make sure the event was successful.

5. **Parking Management.**

- a. New Signage will be deployed downtown in the next few weeks.

6. **Downtown Marketplace & Chamber of Commerce.**

- a. The Downtown Marketplace is now in operation.
- b. Cornhole and Music events are occurring weekly.
- c. Next major CODA event will be Halloween.

7. The Mayor and I attended the Colorado Municipal League Conference from June 25-28.



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: July 10, 2023

Subject: Staff Report Regular Meeting

- ✓ Lue Howard has discovered that there are three 1859'ers buried in the Idaho Springs Cemetery that do not have headstones or marking of any kind. One being the first Mayor of Idaho Springs. The city is planning on purchasing three headstones to honor these early pioneers. Mrs. Howards memo is attached to this report.
- ✓ SAFEBuilt building permit report.
- ✓ First round of Plastic Bag fee remittance is due to the city on 07/20/2023. Idaho Springs has 11 stores that are currently required to collect and remit this fee due to House Bill 21-1162, The Plastic Pollution Reduction Act. Beginning in 2024 food service business's will be required to follow the rules in this act, including the addition of not being allowed to use Styrofoam of any kind in any way. That will increase the number of stores in Idaho Springs that must follow these rules from 11 to 33.
- ✓ The White-Water Music Series Event kicked off on 06/30/2023. There will be three additional shows. Friday July 7th featured Moonstone Quill, July 14th Features 2nd Time Around and finally Friday July 21st features Tonewood Stringband. This music series is a free community event held by Clear Creek Metropolitan District at the Shelly/Quinn Fields (baseball fields) from 5:30 to 8 pm. There will be food and drinks available for purchase at these events.
- ✓ The Triple Bypass bicycle ride is occurring on Saturday July 22nd. There should be minimal interruption to Idah Springs as this race runs down Highway 103 and then goes directly onto the greenway. There will be no riders riding through Idaho Springs for this ride.
- ✓ Community Open House scheduled for Tuesday July 11th from 5 pm to 7pm here at City Hall (also available to attend remotely). This open house is to learn about the upcoming water and sewer improvements along Virginia Canyon Road, Virginia Street, 22nd and 23rd Avenues. This project is scheduled to start in 2024.

Lue A. Howard
PO Box 284, 1024 Virginia Street
Idaho Springs, CO 80452
(303) 567-2644 (303) 519-0930

July 5, 2023

Mayor Chuck Harmon & City Council Members
Idaho Springs, CO

Re: Headstone for 1859'ers

There are three 1859'ers interned in our cemetery who do not have headstones. They are Robert Birch Griswold, first mayor of Idaho Springs; Paul Pacifique Schaffter; William Hobbs.

I am asking the City to purchase headstones for our pioneers that they be honored. Elder Griswold is buried in a lot that his wife and son are interned. His wife, Eleanor (Elnor), has a headstone. Paul Schaffter never married and is buried in the south half of Lot 587 which was purchased by his estate. William Hobbs is interned in Potter's Field. Our cemetery has a wealth of history and these three men need to be part of it.

I found a company called Legacy Headstones who have a special at the moment for Economy Grass Level Grey Granite Markers (20 X 10 X 3) for \$349. The shipping is free. I am sure there will be a charge for taxes, and we might want to plan on around \$400 for each stone in case they increase the price. Additional expenses will be the Quikrete to set the stones and the labor incurred by the City crew.

Legacy Headstones, Inc.
PO Box 2929
East Liverpool, OH 43920
(877) 622-1432
jsteckman@legacyheadstones.com
J. Scott Steckman, President & CEO

On the second page are samples of how the headstones would look.

Thank you for your consideration.

Proposed samples of the three headstones. I would have preferred something to do with mining or mountains, but for the price we are limited to only a few choices.



Issued Permits by Permit Type Idaho Springs

06/01/2023 - 06/30/2023

Commercial Alteration	Permits Issued	Valuation	Fees Paid
Commercial Addition	1	\$0.00	\$230.00
Commercial Remodel	1	\$110,227.13	\$3,568.99
Tenant Finish	2	\$1,700.00	\$149.61
Subtotals:	4	\$111,927.13	\$3,948.60

Miscellaneous	Permits Issued	Valuation	Fees Paid
Temporary or Accessory Structure	1	\$5,360.27	\$307.85
Subtotals:	1	\$5,360.27	\$307.85

Issued Permits by Permit Type Idaho Springs

06/01/2023 - 06/30/2023

One Stop	Permits Issued	Valuation	Fees Paid
AC/Furnace Combination	1	\$12,900.00	\$293.50
Air Conditioner	2	\$30,500.00	\$657.50
Life Safety Inspection	2	\$150.00	\$150.00
Replacement Windows	1	\$6,421.00	\$196.32
Water Heater	2	\$7,850.00	\$267.75
Subtotals:	8	\$57,821.00	\$1,565.07

Totals:	13	\$175,108.40	\$5,821.52
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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: July 06, 2023

Subject: City Council Report for July 10, 2023

Requests for Action:

Calls for Service: June 23, 2023-July 06, 2023= **214**

Meetings/Events:

Chief Buseck Attended:

06/26/23: Advocates Work Session
06/27/23: Clear Creek Wildland Partnership
06/27/23: DA Diversion Program
06/28/23: Monthly Special Event Meeting
06/29/23: Department Heads Meeting
06/29/23: Vitality Task Force Meeting

Training:

06/26/23-06/30/23: One Officer attended Crisis Intervention Training (Centennial, CO)

Upcoming Training:

07/10/23-07/14/23: Two Sergeants will attend Certification Course: Human Performance During Force Encounters (Aurora, CO)

Code Enforcement:

Addressing Tall Grass and Weeds Complaints.

Staffing:

- ISPD has one Patrol Vacancy
- ISPD has one Officer in Phase 2 of the Field Training

Significant Incidents:

June 22, 2023, ISPD assisted Clear Creek County deputies with a rollover crash on I-70 westbound near mile marker 238. ISPD arrived on scene and noticed a Jeep Cherokee had rolled over, and debris from the crash was blocking the lane. ISPD officer located a juvenile male in the car with multiple laceration to his face and head. ISPD assisted with getting the female driver and juvenile into the ambulance, where they were treated at a near by hospital. While removing the debris from the highway ISPD officers noticed small alcohol bottles, and marijuana pipes. This case was investigated by Colorado State Patrol due to jurisdiction.

June 28th, 2023, ISPD officers were dispatched to the 2400 block of Colorado Blvd on reports of a male party causing a disturbance and destroying property. When officers arrived on scene they contacted management, management stated that they were not interested in filing charges but that they would just like the male party trespassed from the property. ISPD officers contacted the male party who denied all allegations but understood why he was being trespassed from the property. The male party signed the notice and left the property without incident.

July 1, 2023, ISPD responded to the 600 block of Pine Slope Road on reports of a male party belligerently yelling profanities at his neighbors. ISPD along with Clear Creek deputies contacted the male party who appeared to be under the influence of alcohol. The male party is currently restrained on a protection order that states he shall not consume or possess alcohol. The male party was arrested and charged with violation of a protection order.

July 2, 2023, ISPD officers were on patrol in the 1300 block of Idaho Street when they recognized a female party matching the description of a party on a "*Be on the Lookout Bulletin*" that had gone out. The female party was wanted out of Clifton County for molestation of a minor. ISPD officers arrested the female party on her warrant.

July 4, 2023, ISPD officer was conducting speed enforcement near mile marker 242 on I-70 Westbound when he observed a vehicle traveling at a high rate of speed. The ISPD officer initiated a traffic stop. During the stop the officer noticed that the license plates that were on the vehicle belonged to a different vehicle, the driver was showing indications of impairment, as well as not being able to provide proper insurance or registration for the vehicle he was operating. The male party was issued a summons for the following, DUI, speeding, no proof of insurance, displaying fictitious plates, and failure to provide valid registration. The male party was transported to a detox facility in metro area.



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: July 10 2023
Re. STAFF REPORT PUBLIC WORKS

One request for action:

Move to approve additional funding to HDR Engineering, for additions made to the scope of work for the Virginia St., and Virginia Canyon Improvements project, for the amount of \$23,765.00 from line item 23-00-5103.

Please see the attachment for details.

STREETS

- Equipment maintenance
- Pot hole repairs
- Rock fall cleanup due to persistent rainfall
- *Curb and parking stall painting*

PARKS

- Mowing and trimming
- General Policing
- Bridge Check-ups, for encampments
- Building maintenance, minor repairs

COLLECTION & DISTRIBUTION

- Meter Repairs
- Montane Sewer main repairs and maintenance
- Multiple locates
- Sewer inspections
- System Checks, Nan-Carro, Siphons

**Paul Crain
Public Works Superintendent**

Water Main repair, Highway 103 Near Mile Marker 1.

This is the third repair in a 100ft length of this main in the last 10 years. The work to replace this line is moving forward, but this is a reminder of the importance of this replacement project. It was necessary to take the 14" water main that supplies water to the City, out of service for several hours, during a very busy time of the year.

A significant repair was made, including the replacement a main valve that had failed and was leaking from the stuffing box, and a section of pipe. The entire public works crew assisted with the repair June 29th and 30th during the 24 work hours.

Pictures include the leaking valve, old configuration with the leaking section of pipe and new configuration.













June 9, 2023
Andy Marsh
City Administrator
1711 Miner Street
Idaho Springs, CO 80452

RE: Virginia Street and Virginia Canyon Road Utility Improvements.

HDR Engineering, Inc. (HDR) is pleased to respond to the City of Idaho Springs (City) request to aid in the design of utility replacements and roadway improvements. Below please find the additional fees need for our sub consultants to perform the additional work. The additional work will occur along the following areas.

- 22nd Ave – Virginia St. to Riverside Dr.
- Virginia Canyon Road – Virginia St. to Placer St
- Illinois St – Virginia St. to Placer St.
- Placer St – Illinois St to Virginia Canyon Road

SCOPE OF SERVICES

This work will include the following tasks.

- Additional topographic and ROW survey limits
 - 22nd Ave – Virginia St. to Riverside Dr.
 - Virginia Canyon Road – Virginia St. to Placer St
 - Illinois St – Virginia St. to Placer St.
 - Placer St – Illinois St to Virginia Canyon Road
- Monument ROW and Land Survey Plat along Virginia Canyon Road.

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

Kenneth J. Lowrey Jr.
Sr. Vice President

Survey

Surveys will be conducted in accordance with local standards of practice and applicable AES Board Rules and Colorado state Statutes. The completed survey shall be reviewed by HDR. Two weeks should be provided in the schedule to complete the review and sufficient time should be provided to address all comments provided by this review. Design shall not proceed until all comments resulting from this review have been satisfactorily addressed.

Survey Data Research.

Adequate Research shall be done to accurately represent affected road ROW and property ownerships (property ownership sidelines will be generally depicted on ROW maps). If additional ROW acquisition is required, additional field work may be required and that effort has not been reflected in this estimate.

Project Control Survey:

- Project control shall be tied to the CDOT the Colorado Boulevard project performed by Woolpert under project number 76414. This survey control is based upon modified Colorado State Plane Central Zone (0502) NAD 1983 (92) coordinates. The project combined factor (1.0037280) will match that project and be based on control points 5600, 7375, 7925, 9750, and/or 1035.
- Monumentation
Care is to be taken to install said monumentation in locations that are readily usable for the project and in a safe location so that they can be utilized throughout construction (no monumentation shall be set on or near the centerline of the proposed roadway).
- Local Project Control
Survey the required project control (centerline/baselines and elevation reference) as required. Prepare a CDOT compatible control survey diagram showing graphical representation of all monuments used for control. Tabulate coordinates and physical descriptions of all found monuments and other physical evidence.

Land Survey/Boundary Survey

Tie aliquot, property and other land monuments to control the ROW survey. All found aliquot, property and land monuments and their relationship to the project control shall be shown. Tabulate the coordinates and physical description of all found monuments and other physical evidence. Develop a CDOT compliant ownership map showing ROW and adjacent parcel or lot ownerships with relevant deed information.

Terrain (Relief or Elevation) Survey

Collect elevation data and submit in MicroStation. Natural ground elevations shall be as specified.

Utility Survey

Locate utility poles, manholes (obtain invert elevations), valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by HDR. Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by "potholing (potholing will be performed by others)."

Hydraulic Survey

Locate culverts, storm sewer pipes, inlets, vaults, manholes and determine invert elevations. Locate inlets and determine invert elevation and sizes of pipes. Accomplish drainage situation surveys for designated culverts and bridges.

Accuracy Tests

Tests are to be performed on a regular basis throughout the project by the consultant.

Review by Professional Land Surveyor

The accuracy tests are to be reviewed by the PLS in responsible charge for the project,. Further review of all aspects of the field and office work shall also be the responsibility of the PLS in responsible charge.

Right-of-Way Plans and Supplemental Surveying

- CDOT compliant Ownership Maps detailing parcel or lot ownerships adjacent to the ROW with deed recording information.
- Right-of-Way Plan Revisions
 - Revise the ROW plans as required by ROW Plan Review (ROWPR) to be CDOT compliant.

Assumptions:

- Monumentation of any permanent easement or right of way corners will not be completed under this task order except the 6 ROW monuments along Virginia Canon Road.
- Recording of final plan set will not be completed under this task order. Deposit of Virginia Canon Road Land Survey Plat will be accomplished for that segment only.
- Parcel sidelines will not be developed to the standards required for additional easement acquisition and will require additional field survey and evaluation should ROW takes be required under this project.

Deliverables:

MicroStation files of the following:

DTM

CDOT compliant Survey Control Diagram one for each phase (3 - Signed & Sealed)

CDOT compliant Ownership Map one for each phase (3 - Signed & Sealed)

Planimetric drawing file

Signed and Sealed Land Survey Plat deposited with the Clear Creek County Clerk & Recorder's Office.

Additional Scope (6/7/2023):

Extend topographic and ROW survey limits approximately 100' southeasterly along Virginia Street from the intersection with 23rd Avenue, from Virginia Street southerly along 22nd Avenue to Riverside Drive, extend Virginia Canyon Road southerly to Placer Street and topo Placer Street between Virginia Canyon Road and Illinois Street, and Illinois Street between Virginia Street to Placer Street to maintain the same inclusions as stated above.

Monument Virginia Canon Road ROW with 6 ROW monuments (#5 Rebar with 2" Aluminum Cap). Provide a signed and sealed Land Survey Plat showing said ROW monuments and detailing justification for location of ROW to be deposited with Clear Creek County Clerk & Recorder's Office.

HDR-Idaho Springs Add Topo

Survey Services Fee Summary

Survey Proposal #: S-2024031

Date: June 7, 2023

V 2023-09-07

		Labor Cost	Direct Cost	Task Percent of Total	Total Cost
1	Task 1: Add Topo	\$ 11,990.00	\$ 2,073.75	59.2%	\$ 14,063.75
2	Task 2: Monument ROW & Land Survey Plat	\$ 8,995.00	\$ 706.25	40.8%	\$ 9,701.25
	Total	\$ 20,985.00	\$ 2,780.00	100.0%	\$ 23,765.00

Location:	Idaho Springs, CO	\$ 23,765.00
Description:	Additional Topographic Design Survey	
Client:	HDR	

1	Task 1: Add Topo Extend topographic and ROW survey limits approximately 100' southeasterly along Virginia Street from the intersection with 23rd Avenue, from Virginia Street southerly along 22nd Avenue to Riverside Drive, extend Virginia Canyon Road southerly to Placer Street and topo Placer Street between Virginia Canyon Road and Illinois Street, and Illinois Street between Virginia Street to Placer Street to maintain the same inclusions as stated above. Utility Locates by HDR.
2	Task 2: Monument ROW & Land Survey Plat Set 6 ROW monuments, Process field data, draft Land Survey Plat with justification for ROW monuments. PLS QA/QC & Signatures and deposit land survey plat.