NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
June 08, 2020
6:15 p.m.

- **Parking Management update**
- **Parking Lease with School District**
- **Modifications to Police Station**

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

CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
June 08, 2020
7:00 P.M.

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

I. CALL TO ORDER
II. ROLL CALL
III. PLEDGE OF ALLEGIANCE
IV. AGENDA APPROVAL
a) Move to approve the agenda for the June 08, 2020 meeting.
V. CONFLICT OF INTEREST
VI. APPROVAL OF MINUTES
a) Move to approve the minutes from May 26, 2020 and June 1, 2020
VII. APPROVAL OF BILLS
a) Move to approve bills to June 08, 2020
VIII. UNSCHEDULED PUBLIC COMMENT
IX. PUBLIC COMMENT
a) Adam Harkness-request for variance to ISMC 12-15(A)
b) Clear Creek School District-sewer leak request
c) St. Paul's Catholic Church-reconsideration letter
X. PLANNING/COMMUNITY DEVELOPMENT
a) Review and Possible Action on Public Improvements Agreement between City and Argo Holdings, LLC, for Phase One Gondola FDP. Move to approve the Public Improvements Agreement, as presented (or as amended)."
XI. CITY ATTORNEY
XII. RESOLUTIONS
a) A resolution approving a parking lease with Clear Creek School District leasing to the City certain real property for public parking.
XIII. ORDINANCE FIRST READING
a) Ordinance #8, Series 2020; An ordinance amending Chapter 16 of the Idaho Springs Municipal Code, concerning nuisances, to address the attraction of wildlife by garbage and rubbish.
XIV. ORDINANCE SECOND READING AND PUBLIC HEARING
a) Ordinance # 06, Series 2020; An ordinance adopting by reference the 2018 editions of the following codes; The International Building Code, he International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Plumbing Code, 2017 National Electric Code, International Energy Conservation Code, International Existing Building Code, International Property Maintenance Code and International Swimming Pool and Spa Code; adopting amendments thereto; repealing all ordinances in conflict therewith; providing penalties for violations the same and making conforming amendments to Chapters 18 and 19 of the Idaho Springs Municipal Code.
XV. CITY ADMINISTRATOR
a) Staff report submitted with no request(s) for action.
XVI. CITY CLERK
a) Staff report submitted with no request(s) for action.
XVII. POLICE DEPARTMENT
a) No staff report submitted.
XVIII. PUBLIC WORKS: STREETS AND PARKS
a) Staff report submitted with no request(s) for action.
XIX. PUBLIC WORKS: WATER/WASTEWATER
a) Staff report submitted with no request(s) for action.
XX. COMMITTEE REPORTS
XXI. MAYOR and COUNCIL
XXII. ADJOURN to June 22, 2020

REMOTE MEETING PUBLIC ATTENDANCE INSTRUCTIONS

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

For Scheduled Public Comment, please fill out and return the following form to the City Clerk no later than Noon (12 P.M.) the Thursday before this meeting:
https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf

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

During the meeting, staff will call people signed up for Public Comment (Scheduled and Unscheduled) when indicated on the agenda. Staff will attempt to reach each person who signed up for comment by calling the telephone number provided by such person one time only. If you sign up for comment, it is important that you: (1) provide an accurate and clearly legible name and phone number; and (2) are available to answer a call at that number when the agenda item is reached. Each Public Comment will be limited to 3 minutes Public Comment will be limited in duration to 3 minutes time.

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MAY 26, 2020

The City Council of the City of Idaho Springs held a regular meeting on May 26, 2020. Mayor Hillman and staff were in the Council Chambers at City Hall. Other Council members were attending the meeting virtually. Mayor Hillman called the meeting to order at 7:06 p.m.

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

The Pledge of Allegiance was recited by all present.

Agenda Approval
Chuck Harmon moved to approve the agenda for May 26, 2020. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Approval of Minutes
Chuck Harmon moved to approve the minutes of May 11, 2020. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest
Bob Bowland announced he would be recusing from the Public Hearing for Argo and Resolution #13. Mayor Hillman indicated that he will recuse from voting on Ordinance #7, Series 2020

Approval of Bills
Chuck Harmon moved to approve bills to May 26, 2020. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Public Comments
There were no public comments.

Unscheduled Public Comment
There were no unscheduled comments.

Planning/Community Development
Public Hearing-Mighty Argo Phase One Gondola at Virginia Canyon Mountain Park.
Mayor Hillman opened the public hearing at 7:18 p.m.
Barbara Cole gave the staff presentation outlining the request for the Final Development Plan.
Travis Cook was present as the representative for the applicant.
Public comment-Asta Keene states that she supports the project 100%. It is a repurposing of the mill, a great idea that will benefit the entire community. The partnership between the Argo, City and the residents of Idaho Springs to create a gathering place will only add to the attraction of visitors.
Kelly Flenniken-states that she thinks the project is a win for the City. It bridges the past to the future, creates and promotes outdoor recreation and she encourages the Council to vote in favor of the project.
Mayor Hillman closed the public hearing at 9:07 p.m.

Resolutions
Chuck Harmon moved to approve Resolution #13, Series 2020; A resolution conditionally approving a Final Development Plan and related Public Improvements Agreement for the Mighty Argo Phase One Gondola at Virginia Canyon Mountain Park. John Curtis seconded and the motion passed by a 5-1 vote with Bob Bowland recusing and Art Caccavale voting no.
Chuck Harmon moved to approve Resolution #12, Series 2020; A resolution of the City Council for the City of Idaho Springs, Colorado to amend fees and charges for various City licenses, permits a d services. Scott Pennell seconded and the motion passed by a unanimous voice vote.
Chuck Harmon moved to approve Resolution #14, Series 2020; A resolution authorizing temporary outdoor business operations and the administrative processing of associated City permits, licenses and approvals. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Ordinance First Reading
Chuck Harmon moved to approve Ordinance #7, Series 2020; An ordinance authorizing the reimbursement of the authorized expenses of Mayor Hillman related to the April 7, 2020 Mayoral Recall Election in accordance with C.R.S. 31-4-504.5 Art Caccavale seconded and the motion passed by a unanimous roll call vote with Mayor Hillman recusing.

City Administrator
Andy Marsh submitted his staff report with no request(s) for action.

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

Police Dept.
Chris Malanka submitted his staff report with no request(s) for action.

Public Works/Street and Parks
Staff report submitted with no request(s) for action.

Adjourn
Mayor Hillman adjourned the meeting at 9:35 p.m.

IDAHO SPRINGS CITY COUNCIL
SPECIAL MEETING
MAY 04, 2020

The City Council of the City of Idaho Springs held a special meeting on June 01, 2020. Mayor Hillman Mayor Michael Hillman called the meeting to order at 6:14 p.m.

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

The Pledge of Allegiance was recited by all present.

Agenda Approval
Chuck Harmon moved to approve the agenda for June 01, 2020 with the addition of Resolution #16, Series 2020. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Resolutions
Chuck Harmon moved to approve Resolution #15, Series 2020; A resolution authorizing the temporary closure of City streets to be used for pedestrian travel and outdoor business operations during the Covid-19 reopening period under certain circumstances. Bob Bowland seconded and the motion passed by unanimous roll call vote.
Michael Hillman moved to approve Resolution #16, Series 2020; A resolution approving an intergovernmental agreement with Clear Creek County leasing to the City certain real property for public parking. Scott Pennell seconded and the motion passed by a unanimous roll call vote.

Adjourn
Chuck Harmon moved to adjourn the special meeting. Bob Bowland seconded and the motion passed by a unanimous voice vote. Mayor Hillman adjourned the meeting at 6:21 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
A T & T Mobility (283)										
287246995984X520										
287246995984X520	Invoi	Cell Phone/Water/Wastewater	05/13/2020	05/13/2020	69.30	Open	Non		05/20	51-00-5335
287246995984X520	Invoi	Cell Phone/Water/Wastewater	05/13/2020	05/13/2020	69.30	Open	Non		05/20	52-00-5335
Total 287246995984X520:					138.60					
Total A T & T Mobility (283):					138.60					
Albertsons/Safeway (328)										
435264-050820-0390										
435264-050820-0390	Invoi	United Way Grant	05/08/2020	05/08/2020	1,000.00	Open	Non		05/20	10-21-5038
Total 435264-050820-0390:					1,000.00					
Total Albertsons/Safeway (328):					1,000.00					
Allied Towing (11)										
4115										
4115	Invoi	headlight repair	05/04/2020	05/04/2020	121.03	Open	Non		05/20	10-30-6100
Total 4115:					121.03					
Total Allied Towing (11):					121.03					
Alpha Graphics (1013)										
I612-90173										
I612-90173	Invoi	Public notice mailing	06/05/2020	06/05/2020	493.77	Open	Non		05/20	10-20-5325
I612-90173	Invoi	Public Notice Mailing	06/05/2020	06/05/2020	500.00	Open	Non		05/20	52-00-5325
I612-90173	Invoi	Public Notice Mailing	06/05/2020	06/05/2020	500.00	Open	Non		05/20	51-00-5325
Total I612-90173:					1,493.77					
Total Alpha Graphics (1013):					1,493.77					
American Civil Constructors (1656)										
19010-142-10										
19010-142-10	Invoi	West Miner & Riverside	04/29/2020	04/29/2020	427,554.00	Open	Non		05/20	23-00-6016
Total 19010-142-10:					427,554.00					
19010-142-RETAINAGE										
19010-142-RETAINAGE	Invoi	West Miner & Riverside	04/29/2020	04/29/2020	167,165.00	Open	Non		05/20	23-00-6016
Total 19010-142-RETAINAGE:					167,165.00					
Total American Civil Constructors (1656):					594,719.00					
Arrowhead Scientific Inc. (1950)										
124509										
124509	Invoi	Evidence Collection Supplies	03/16/2020	03/16/2020	83.20	Open	Non		05/20	10-30-6015
Total 124509:					83.20					
Total Arrowhead Scientific Inc. (1950):					83.20					
Browns Hill Engineering & Cont (1416)										

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
108										
108	Invoi	SCADA Leasing Agreement WTP	07/01/2020	07/01/2020	1,620.00	Open	Non		07/20	51-00-5000
Total 108:					1,620.00					
109										
109	Invoi	SCADA Leasing Agreement WWT	07/01/2020	07/01/2020	1,620.00	Open	Non		07/20	52-00-5000
Total 109:					1,620.00					
Total Browns Hill Engineering & Cont (1416):					3,240.00					
C & C Machine & Welding (34)										
28807										
28807	Invoi	Repair damaged waterkey	05/06/2020	05/06/2020	48.00	Open	Non		05/20	51-15-5205
Total 28807:					48.00					
28816										
28816	Invoi	Repar Sand Spreader	05/19/2020	05/19/2020	35.00	Open	Non		05/20	10-10-5108
Total 28816:					35.00					
Total C & C Machine & Welding (34):					83.00					
CenturyLink (569)										
3035672130799B 520										
3035672130799B 520	Invoi	Internet service/Waste Water	05/22/2020	05/22/2020	190.48	Open	Non		05/20	52-00-5335
Total 3035672130799B 520:					190.48					
Total CenturyLink (569):					190.48					
Champion Fence (1862)										
16068										
16068	Invoi	Wastewater Gate	05/22/2020	05/22/2020	1,730.00	Open	Non		05/20	51-00-5204
Total 16068:					1,730.00					
Total Champion Fence (1862):					1,730.00					
Chicago Creek Sanitation (434)										
2020-06										
2020-06	Invoi	June Maintenance Fee	05/27/2020	05/27/2020	787.00	Open	Non		05/20	52-00-5206
Total 2020-06:					787.00					
Total Chicago Creek Sanitation (434):					787.00					
Christina Mueller (1953)										
042420										
042420	Invoi	Loader Claim	04/24/2020	04/24/2020	4,529.40	Open	Non		05/20	10-10-5314
Total 042420:					4,529.40					
Total Christina Mueller (1953):					4,529.40					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
City of Idaho Springs (289)										
052920										
052920	Invoi	Cash from the United Way Fund	05/29/2020	05/29/2020	2,000.00	Open	Non		06/20	10-21-5038
Total 052920:					2,000.00					
Total City of Idaho Springs (289):					2,000.00					
Clear Creek County Clerk & Rec (61)										
295388										
295388	Invoi	release of lien	05/11/2020	05/11/2020	13.00	Open	Non		06/20	10-20-5316
Total 295388:					13.00					
Total Clear Creek County Clerk & Rec (61):					13.00					
Clear Creek County Transfer Station (549)										
12031										
12031	Invoi	fridge/freezer	05/12/2020	05/12/2020	28.00	Open	Non		05/20	10-60-5202
Total 12031:					28.00					
12036										
12036	Invoi	king mattress	05/19/2020	05/19/2020	24.00	Open	Non		05/20	10-60-5202
Total 12036:					24.00					
Total Clear Creek County Transfer Station (549):					52.00					
Clear Creek Cty Road & Bridge (1278)										
060120										
060120	Invoi	Fleet fuel//Sewer	06/01/2020	06/01/2020	25.49	Open	Non		05/20	52-00-6191
060120	Invoi	Fleet fuel/Parks	06/01/2020	06/01/2020	113.66	Open	Non		05/20	10-60-6191
060120	Invoi	Fleet fuel/Police	06/01/2020	06/01/2020	76.72	Open	Non		05/20	10-30-6191
060120	Invoi	Fleet fuel/Streets	06/01/2020	06/01/2020	293.93	Open	Non		05/20	10-10-6191
060120	Invoi	Fleet fuel/Water	06/01/2020	06/01/2020	25.48	Open	Non		05/20	51-00-6191
Total 060120:					535.28					
Total Clear Creek Cty Road & Bridge (1278):					535.28					
Colorado Analytical Lab (945)										
200518027										
200518027	Invoi	total coliform P/A compl	05/20/2020	05/20/2020	98.50	Open	Non		05/20	51-00-5201
Total 200518027:					98.50					
200511014										
200511014	Invoi	Monthly Testing	05/21/2020	05/21/2020	904.50	Open	Non		05/20	52-00-5201
Total 200511014:					904.50					
Total Colorado Analytical Lab (945):					1,003.00					
Common Knowledge Technology (1549)										
51981										
51981	Invoi	Monthly Contract Maintenance	06/01/2020	06/01/2020	717.70	Open	Non		06/20	10-10-5108
51981	Invoi	Monthly Contract Maintenance	06/01/2020	06/01/2020	717.70	Open	Non		06/20	10-20-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
51981	Invoi	Monthly Contract Maintenance	06/01/2020	06/01/2020	717.70	Open	Non		06/20	10-30-5108
51981	Invoi	Monthly Contract Maintenance	06/01/2020	06/01/2020	717.70	Open	Non		06/20	51-00-5108
51981	Invoi	Monthly Contract Maintenance	06/01/2020	06/01/2020	717.70	Open	Non		06/20	52-00-5108
Total 51981:					3,588.50					
Total Common Knowledge Technology (1549):					3,588.50					
Community Matters Institute (1949)										
CIS #2										
CIS #2	Invoi	Planning Services	05/31/2020	05/31/2020	9,026.90	Open	Non		05/20	10-20-5108
Total CIS #2:					9,026.90					
Total Community Matters Institute (1949):					9,026.90					
Core & Main LP (959)										
M311006										
M311006	Invoi	Repair parts for Hwy 103 Water Li	05/28/2020	05/28/2020	3,044.24	Open	Non		05/20	51-15-6005
Total M311006:					3,044.24					
Total Core & Main LP (959):					3,044.24					
CPS Distributors (395)										
03464675										
03464675	Invoi	plastic straight valve	05/20/2020	05/20/2020	14.89	Open	Non		05/20	10-60-6045
Total 03464675:					14.89					
03471402-001										
03471402-001	Invoi	Ball Valve	05/22/2020	05/22/2020	148.93	Open	Non		05/20	10-60-6045
Total 03471402-001:					148.93					
Total CPS Distributors (395):					163.82					
David Christiansen (1897)										
4893										
4893	Invoi	post incident consultation	05/15/2020	05/15/2020	130.00	Open	Non		05/20	10-30-6040
Total 4893:					130.00					
Total David Christiansen (1897):					130.00					
DC Frost Associates (1882)										
41649										
41649	Invoi	board kit	05/05/2020	05/05/2020	1,911.76	Open	Non		05/20	52-00-5204
Total 41649:					1,911.76					
Total DC Frost Associates (1882):					1,911.76					
Deep Rock (1855)										
18332261 052920										
18332261 052920	Invoi	Water Cooler	05/29/2020	05/29/2020	2.68	Open	Non		05/20	10-20-5309

Invoice		Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 18332261 052920:						2.68					
Total Deep Rock (1855):						2.68					
Home Depot Credit Services (578)											
5302098											
	5302098	Invoi	landscape repairs	05/12/2020	05/12/2020	235.53	Open	Non		05/20	51-15-5205
Total 5302098:						235.53					
4012068											
	4012068	Invoi	concrete mix	05/13/2020	05/13/2020	37.08	Open	Non		05/20	10-60-6200
Total 4012068:						37.08					
4351348											
	4351348	Invoi	fence repairs	05/13/2020	05/13/2020	42.18	Open	Non		05/20	51-15-5205
Total 4351348:						42.18					
3012300											
	3012300	Invoi	paint supplies	05/14/2020	05/14/2020	127.27	Open	Non		05/20	23-00-6016
	3012300	Invoi	paint supplies	05/14/2020	05/14/2020	66.98	Open	Non		05/20	10-60-6200
	3012300	Invoi	sprinkler parts	05/14/2020	05/14/2020	15.11	Open	Non		05/20	10-60-6045
Total 3012300:						209.36					
7013686											
	7013686	Invoi	trash can/flag kit	05/20/2020	05/20/2020	89.91	Open	Non		05/20	10-21-5041
	7013686	Invoi	trash can/flag kit/paint	05/20/2020	05/20/2020	29.79	Open	Non		05/20	10-10-6093
Total 7013686:						119.70					
Total Home Depot Credit Services (578):						643.85					
JVA Incorporated (1110)											
84464											
	84464	Invoi	Engineering Services	04/01/2020	04/01/2020	3,100.00	Open	Non		05/20	10-20-5108
Total 84464:						3,100.00					
83675											
	83675	Invoi	Expansion Project 2	04/30/2020	04/30/2020	5,655.00	Open	Non		05/20	55-72-7310
Total 83675:						5,655.00					
84282											
	84282	Invoi	Engineering Services	04/30/2020	04/30/2020	924.00	Open	Non		05/20	52-00-5103
Total 84282:						924.00					
84283											
	84283	Invoi	Hwy 103 Design	04/30/2020	04/30/2020	2,082.00	Open	Non		05/20	54-72-7320
Total 84283:						2,082.00					

Invoice		Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
84284											
	84284	Invoi	Expansion Project 1	04/30/2020	04/30/2020	3,057.20	Open	Non		05/20	55-72-7310
Total 84284:						3,057.20					
84449											
	84449	Invoi	Public Works Facillity Design	04/30/2020	04/30/2020	7,970.00	Open	Non		05/20	21-00-5103
Total 84449:						7,970.00					
84456											
	84456	Invoi	Engineering Services	04/30/2020	04/30/2020	960.00	Open	Non		05/20	10-20-5108
Total 84456:						960.00					
82485											
	82485	Invoi	Tertiary Filters	05/14/2020	05/14/2020	1,240.00	Open	Non		05/20	55-72-7310
Total 82485:						1,240.00					
Total JVA Incorporated (1110):						24,988.20					
Landmark Community Newspapers (64)											
20200513											
	20200513	Invoi	April check register	05/13/2020	05/13/2020	126.72	Open	Non		05/20	10-20-5312
Total 20200513:						126.72					
Total Landmark Community Newspapers (64):						126.72					
Liberty Communications (1547)											
1679993											
	1679993	Invoi	phone service city hall	05/31/2020	05/31/2020	112.86	Open	Non		05/20	10-20-5303
	1679993	Invoi	phone service police	05/31/2020	05/31/2020	112.86	Open	Non		05/20	10-30-5303
	1679993	Invoi	phone service public works	05/31/2020	05/31/2020	112.86	Open	Non		05/20	10-10-5303
	1679993	Invoi	phone service wastewater	05/31/2020	05/31/2020	112.89	Open	Non		05/20	52-00-5303
	1679993	Invoi	phone service water	05/31/2020	05/31/2020	112.86	Open	Non		05/20	51-00-5303
Total 1679993:						564.33					
Total Liberty Communications (1547):						564.33					
Michael Goodbee (1940)											
060120											
	060120	Invoi	Judge	06/01/2020	06/01/2020	1,600.00	Open	Attor		05/20	10-40-5110
Total 060120:						1,600.00					
Total Michael Goodbee (1940):						1,600.00					
Murray Dahl Beery & Renaud (806)											
54722.520											
	54722.520	Invoi	legal services	05/06/2020	05/06/2020	18,140.45	Open	Attor		05/20	10-20-5101
Total 54722.520:						18,140.45					
54722.L											
	54722.L	Invoi	litigation	05/06/2020	05/06/2020	321.25	Open	Attor		05/20	10-20-5101

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 54722.L:					321.25					
Total Murray Dahl Beery & Renaud (806):					18,461.70					
Petty Cash (319)										
060120										
060120	Invoi	office supplies	06/01/2020	06/01/2020	11.48	Open	Non		05/20	10-30-6010
060120	Invoi	Postage	06/01/2020	06/01/2020	69.70	Open	Non		05/20	10-30-5310
Total 060120:					81.18					
Total Petty Cash (319):					81.18					
Ramey Environmental Compliance (898)										
20561										
20561	Invoi	consulting Services	05/21/2019	05/21/2019	2,225.96	Open	Non		05/20	51-00-5108
20561	Invoi	consulting Services	05/21/2019	05/21/2019	2,225.96	Open	Non		05/20	52-00-5108
Total 20561:					4,451.92					
Total Ramey Environmental Compliance (898):					4,451.92					
Republic Services #535 (1866)										
0535-004620665										
0535-004620665	Invoi	trash WW plant	05/25/2020	05/25/2020	142.67	Open	Non		05/20	52-00-5202
Total 0535-004620665:					142.67					
Total Republic Services #535 (1866):					142.67					
RoadSafe Traffic - Denver (1352)										
114379										
114379	Invoi	Latex Paint	05/19/2020	05/19/2020	1,437.50	Open	Non		05/20	10-10-6093
Total 114379:					1,437.50					
Total RoadSafe Traffic - Denver (1352):					1,437.50					
Rogers, Suzanne M. (737)										
060120										
060120	Invoi	Prosecutor Monthly Retainer	06/01/2020	06/01/2020	1,296.90	Open	Non		05/20	10-40-5115
Total 060120:					1,296.90					
Total Rogers, Suzanne M. (737):					1,296.90					
Safeway (1952)										
052720										
052720	Invoi	Gift cards	05/27/2020	05/27/2020	10,000.00	Open	Non		06/20	10-21-5038
Total 052720:					10,000.00					
Total Safeway (1952):					10,000.00					
Saltus Technologies (1527)										
2005-35										
2005-35	Invoi	radio battery	05/06/2020	05/06/2020	57.87	Open	Non		05/20	10-30-7012

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 2005-35:					57.87					
Total Saltus Technologies (1527):					57.87					
Sprint (750)										
569628819-149										
569628819-149	Invoi	air cards/police	04/27/2020	04/27/2020	244.28	Open	Non		05/20	10-30-5335
Total 569628819-149:					244.28					
616873765-057										
616873765-057	Invoi	Code Enforcement cell phone	04/29/2020	04/29/2020	24.59	Open	Non		05/20	10-30-5335
Total 616873765-057:					24.59					
381262319-221										
381262319-221	Invoi	Cell phone/Police	05/08/2020	05/08/2020	124.88	Open	Non		05/20	10-30-5335
Total 381262319-221:					124.88					
Total Sprint (750):					393.75					
Timberline Landscaping (1936)										
11090										
11090	Invoi	Trail Design	05/27/2020	05/27/2020	4,110.06	Open	Non		05/20	21-00-5103
Total 11090:					4,110.06					
Total Timberline Landscaping (1936):					4,110.06					
Treatment Technology (1078)										
182427										
182427	Invoi	Sodium hypochlorite solution	05/13/2020	05/13/2020	1,472.60	Open	Non		05/20	51-00-6201
Total 182427:					1,472.60					
Total Treatment Technology (1078):					1,472.60					
USA Blue Book (376)										
235792										
235792	Invoi	Hydraulic Trash Pump	05/13/2020	05/13/2020	2,276.57	Open	Non		05/20	55-72-7320
Total 235792:					2,276.57					
237506										
237506	Invoi	PH buffer box	05/14/2020	05/14/2020	676.76	Open	Non		05/20	52-00-6207
Total 237506:					676.76					
Total USA Blue Book (376):					2,953.33					
VISA (1827)										
050320										
050320	Invoi	Annual Membership	05/03/2020	05/03/2020	350.00	Open	Non		05/20	10-20-5304
050320	Invoi	Audio Cable	05/03/2020	05/03/2020	18.97	Open	Non		05/20	10-20-6010
050320	Invoi	Good Year Tires	05/03/2020	05/03/2020	768.99	Open	Non		05/20	10-30-6192
050320	Invoi	Hand Sanitizer	05/03/2020	05/03/2020	108.55	Open	Non		05/20	10-30-6040

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
050320	Invoi	Lakewood Rentals	05/03/2020	05/03/2020	200.00	Open	Non		05/20	16-70-7100
050320	Invoi	Monthly Service	05/03/2020	05/03/2020	4.21	Open	Non		05/20	10-20-6010
050320	Invoi	Monthly Service	05/03/2020	05/03/2020	32.54	Open	Non		05/20	10-20-6010
050320	Invoi	postage	05/03/2020	05/03/2020	44.00	Open	Non		05/20	10-30-5310
050320	Invoi	posting signs	05/03/2020	05/03/2020	423.35	Open	Non		05/20	10-20-6010
050320	Invoi	Safety	05/03/2020	05/03/2020	33.53	Open	Non		05/20	10-30-6040
050320	Invoi	safety	05/03/2020	05/03/2020	63.47	Open	Non		05/20	10-30-6040
050320	Invoi	Safety glasses	05/03/2020	05/03/2020	16.27	Open	Non		05/20	10-30-6040
050320	Invoi	Surgical Masks	05/03/2020	05/03/2020	43.76	Open	Non		05/20	10-20-6010
050320	Invoi	webcams	05/03/2020	05/03/2020	467.93	Open	Non		05/20	10-20-7010
Total 050320:					2,575.57					
Total VISA (1827):					2,575.57					
Xcel Energy (540)										
685180958										
685180958	Invoi	525 Pine Slope	05/18/2020	05/18/2020	10.72	Open	Non		05/20	10-10-6001
Total 685180958:					10.72					
685182622										
685182622	Invoi	Police Station	05/18/2020	05/18/2020	191.47	Open	Non		05/20	10-30-6001
Total 685182622:					191.47					
685197675										
685197675	Invoi	water treatment plant	05/18/2020	05/18/2020	3,625.31	Open	Non		05/20	51-00-6001
Total 685197675:					3,625.31					
685369920										
685369920	Invoi	1101 Soda Creek Drive	05/19/2020	05/19/2020	111.87	Open	Non		05/20	10-10-6001
Total 685369920:					111.87					
685696339										
685696339	Invoi	treatment plant	05/21/2020	05/21/2020	4,657.82	Open	Non		05/20	52-00-6001
Total 685696339:					4,657.82					
686066197										
686066197	Invoi	Public Works	05/26/2020	05/26/2020	362.04	Open	Non		05/20	10-10-6001
Total 686066197:					362.04					
686067481										
686067481	Invoi	parks	05/26/2020	05/26/2020	328.13	Open	Non		05/20	10-60-6001
Total 686067481:					328.13					
060820										
060820	Invoi	1801 Miner Street	06/08/2020	06/08/2020	13.32	Open	Non		05/20	51-00-6001
Total 060820:					13.32					
06082020										
06082020	Invoi	City Hall	06/08/2020	06/08/2020	241.89	Open	Non		05/20	10-20-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 06082020:					241.89					
Total Xcel Energy (540):					9,542.57					
Grand Totals:					714,487.38					

Report GL Period Summary

GL Period	Amount
07/20	3,240.00
06/20	15,601.50
05/20	695,645.88
Grand Totals:	714,487.38

Vendor number hash:	68399
Vendor number hash - split:	114906
Total number of invoices:	72
Total number of transactions:	105

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	714,487.38	714,487.38
Grand Totals:	714,487.38	714,487.38

City of Idaho Springs City Council

Meeting Date: 08 June 2020

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No._____
Is this a request for Council action? Yes [✓] No [ ]
Return to Diane Breece, City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

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

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

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

Summary of your comments or concerns:
Please see my attached letter. I am requesting a variance to Idaho Springs Municipal Code so I can build a garage with a sink and move my washer and dryer out to it as well. See Permit No. 20IDSP-00017 documents for site and garage plan.

What staff member have you spoken to about this matter? Please summarize your discussion.
I have spoken to Wonder Martell about this issue and we have determined that I need the City Council's approval for my variance. I believe the tapping fee is directed towards additional residences on a property, and not intended for implementation on detached garages and work spaces.

Requested By: Adam Harkness Organization: _____

Phone: (Home): 802-299-8254 (Work): _____
(Fax): _____ (Cell): _____
Mailing address: PO Box 1685 E-Mail Address: adam.harkness@colorado.edu
Idaho Springs, CO 80452

Would you like an Agenda: [ ] Faxed [ ] Mailed [✓] E-Mailed

OFFICE USE ONLY:
Date Received:_____
By:_____
Information Complete: _____Yes _____No
Missing:_____

Adam Harkness
805 Colorado Blvd, Idaho Springs, CO 80452
Tel 802.299.8254
adam.harkness@colorado.edu

MAY 21, 2020

Idaho Springs City Council
1711 Miner St, Idaho Springs, CO 80452

Dear City Council Members,

My name is Adam Harkness and I am trying to build a detached garage on my property at 805 Colorado Boulevard. My house is quite small, and this garage would be very helpful to me. I could use it as a home office and to work on my many home improvement projects. It also gets my vehicles off of the street and out of the weather.

I have already purchased plans online and consulted with engineers. I have a submitted permit application, numbered **20IDSP-00017,** and it all seems to be coming together nicely except for one issue. Seeing as the garage is detached and will have a separate foundation, according to our municipal code running water and sewer to the garage will incur a tapping fee that starts at close to $19,000. That is close to my entire budget for the garage, and a fee I cannot pay.

I am writing you to request a variance to Idaho Springs Municipal Code Section 12-15 subsection A. That section reads,

> *"(A)Each independent structure requiring water or wastewater service shall be individually licensed and metered and served by a single tap unless the City, in the exercise of its reasonable discretion, determines that other means are more suitable in the operation of the City system. For the purposes of this Section, structures shall be considered to be independent if they do not have a common foundation, walls and/or roof. Any City authorization for more than one (1) structure on the same service line, meter or tap must be approved by the City Council, provided in writing, signed by the Mayor, and must specifically identify all structures so served."*

I am requesting that by your reasonable discretion I will be allowed to run a one-inch service line from my house and install drainage into the sanitary sewer manhole just outside the proposed garage's footprint. I am willing to work with the City Council and building department in any way I can, and pay all necessary fees, but I cannot reasonably pay $19,000 to have a sink and my washer in the garage.

Lastly, I want to apologize for being unable to request this variance in person. I am currently deployed with the Air Force in Kuwait and will not be back in Idaho Springs until August, or later. I hope to build this garage during the leave I will have upon my return and would like to expeditiously resolve this issue, if possible. Telephone calls here can be difficult, but please reach out to me with any questions.

Warm regards,

Adam Harkness

City of Idaho Springs City Council

Meeting Date: _____

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

Is this a request for Council action? Yes [X] No [ ]

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

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

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

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

Summary of your comments or concerns:
PRV full of Rock and Sand due to water line repair at Ambulance Barn accross from Dist. Building
Would like to have Sewer bill reduced to normal Readings

What staff member have you spoken to about this matter? Please summarize your discussion.
Wonder -
Account # 12023.01 Invoice - 1297

Requested By: Allan Smith Organization: Clear Creek School District

Phone: (Home): _____ (Work): 303-567-3864
(Fax): _____ (Cell): _____
Mailing address: _____ E-Mail Address: on File allan.smith@ccsdre1.org

Would you like an Agenda: [ ] **Faxed** [ ] **Mailed** [X] **E-Mailed**

OFFICE USE ONLY:
Date Received: _____
By: _____
Information Complete: ____ Yes ____ No
Missing: _____

Gmail

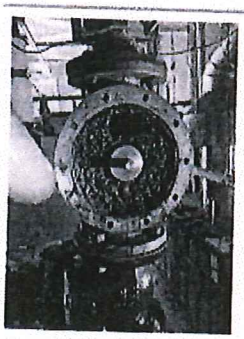
Allan Smith <allan.smith@ccsdre1.org>

PRV 4-8-2020

2 messages

Allan Smith <smitha591@earthlink.net>
To: allan.smith@ccsdre1.org
Wed, May 27, 2020 at 4:13 AM

Located at 320 Highway 103 Idaho Springs Colorado location of the Clear Creek school district district offices upon taking this valve apart the contractor found that there was sand dirt and gravel inside this valve that created problems not only with the meter but the backflow preventer's in the building in the water system that created a situation where the water is going through the system into the backflow preventer and consequently into the overflow tube down the drain and into the sewer system
Furthermore it is felt that the sand the dirt in the gravel got into this water system due to a line repair at the Clear Creek emergency service ambulance barn several months prior to this since then the school district has gone to a considerable amount of repairs to fix this problem including two new shut off valves into the main building that had to be replaced as well along with a brand new PVR valve.
Thank you,
Allan Smith
Maintenance supervisor Clear Creek schools



IMG_0564.JPG
573K

Allan Smith <allan.smith@ccsdre1.org>
To: Wonder Martell <adminsec@idahospringsco.com>, Willie Leslie <willie.leslie@ccsdre1.org>
Wed, May 27, 2020 at 5:29 AM

Good morning Wonder and Willie,
This is brief summary of our phone conversation we had yesterday, I will get the form you sent me and get it back to you.
Thanks again for your help.
Allan
[Quoted text hidden]

IMG_0564.JPG
573K

Idaho Springs City Hall
1711 Miner St • PO Box 907
Idaho Springs CO 80452
(303) 567-4421 • FAX (303) 567 4955

May 28, 2020

Re: Water account 1.2023.1
CC School District
320 Hwy 103
Idaho Springs, CO 80452

Dear City Council,

On 04/01/2020 we did a water meter read for 320 Hwy 103, the read showed a usage of 144 thousand gallons of water. This was alarming as the average usage for this property since 2016 has been about 4 thousand gallons. On 04/03/2020, I called the number that I have attached to this water account and I left a message advising of the significant increase in water usage and I advised to check for running toilets and/or check for leaks. I also advised Chief Malanka of this and he went to the school district and spoke with Mr. Smith.

Mr. Smith has advised us that the increase was because of a broken backflow devise that was spraying water for a significant amount of time. This has since been fixed (attached is the pictures of the devise and of the work that was done to rectify this situation).

Mr. Smith is asking Chicago Creek Sanitation for a one-time reprieve of the significant sewer bill because of this leak situation. For Chicago Creek to pass along a credit to him, the City would need to give Chicago Creek a credit being the City bills Chicago Creek for this amount of usage. The total amount billed to Chicago Creek for this account was $769.38. The usual amount billed to Chicago Creek for this account using the usual usage of 4 thousand gallons is $66.58. This is an increase of $702.80.

I recommend giving Chicago Creek Sanitation a credit of $702.80 so they can in turn give Mr. Smith a credit of $702.80 off his Chicago Creek Sanitation sewer bill. Does Council agree with the City giving Chicago Creek Sanitation a credit for this excessive usage being this was not actually sewage that had to be treated?

Sincerely,

Wonder Martell
Administrative Clerk
City of Idaho Springs
303-567-4421 x 113

PO Box 3399

Idaho Springs CO 80452-3399

Display | Compare | History | Transactions | Customer | Services | Location | Meters | Backflow | Contracts | Loans | Certification | Credit H

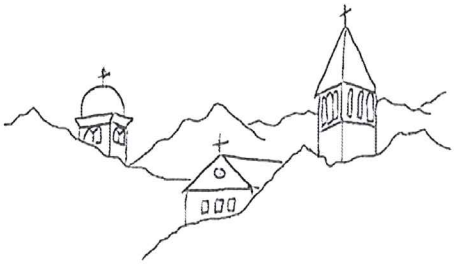
Meter ID	Service
002023	Water

Meter: 002023
Route-Sequence: 1-2
Multiplier: 1.0
Sequence number: 1
Size:

Activity | Meter | Credit Usage | Additional Fields | Attachments | Notes

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Inform
002023	Meter Installed	02/29/2000	02/29/2000	1.0000	2003	0	
002023	Period Meter Reading	06/30/2016	06/03/2016	1.0000	7259	2	
002023	Period Meter Reading	08/31/2016	08/02/2016	1.0000	7259	0	
002023	Period Meter Reading	10/31/2016	10/03/2016	1.0000	7261	2	
002023	Period Meter Reading	12/31/2016	12/01/2016	1.0000	7263	2	
002023	Period Meter Reading	02/28/2017	02/01/2017	1.0000	7263	0	
002023	Period Meter Reading	04/30/2017	04/03/2017	1.0000	7268	5	
002023	Period Meter Reading	06/30/2017	06/02/2017	1.0000	7275	7	
002023	Period Meter Reading	08/31/2017	08/01/2017	1.0000	7276	1	
002023	Period Meter Reading	10/31/2017	10/02/2017	1.0000	7277	1	
002023	Period Meter Reading	12/31/2017	11/30/2017	1.0000	7281	4	
002023	Period Meter Reading	02/28/2018	02/01/2018	1.0000	7281	0	
002023	Period Meter Reading	04/30/2018	04/02/2018	1.0000	7282	1	
002023	Period Meter Reading	06/30/2018	06/01/2018	1.0000	7283	1	
002023	Period Meter Reading	08/30/2018	08/01/2018	1.0000	7284	1	
002023	Period Meter Reading	10/31/2018	10/01/2018	1.0000	7285	1	
002023	Period Meter Reading	12/31/2018	12/03/2018	1.0000	7286	1	
002023	Period Meter Reading	02/28/2019	02/01/2019	1.0000	7287	1	
002023	Period Meter Reading	04/30/2019	04/02/2019	1.0000	7288	1	
002023	Period Meter Reading	06/30/2019	06/03/2019	1.0000	7290	2	
002023	Period Meter Reading	08/31/2019	08/01/2019	1.0000	7291	1	
002023	Period Meter Reading	10/31/2019	10/01/2019	1.0000	7294	3	
002023	Period Meter Reading	12/31/2019	12/02/2019	1.0000	7297	3	
002023	Period Meter Reading	02/29/2020	02/04/2020	1.0000	7302	5	
002023	Period Meter Reading	04/30/2020	04/01/2020	1.0000	7446	144	

St. Paul's Catholic Church
1632 Colorado Boulevard
Idaho Springs



Our Lady of Lourdes
9th & Taos, Georgetown

St. Mary of the Assumption
135 Pine Street, Central City

Mailing Address
PO Box 848
Idaho Springs, CO 80452
(303) 567-4662

May 27, 2020

City of Idaho Springs
P.O. Box 907
Idaho Springs, CO 80452-0907

ATTENTION: Wonder Martell, Administrative Clerk

REGARDING: St. Paul's Catholic Church, 1632 Colorado Blvd.
Water/Sewer Account 2.0342.1

Dear Ms. Martell,

Thank you for your letter of April 28, 2020. We appreciate the comments, and the City council's time in reviewing this matter. A contractor will be asked to review the property for possible leaks.

Yes, the usage during the summer months at this property have been quite high. The work, by the City's contractor, CEI, forced the Parish to reinstall sod, requiring more water usage. We must, however, ask the City council to reconsider their decision. We understand that the entire council was not present at the work session.

We are hereby requesting that the per gallon charge for water and sewer be changed to residential for the entire structure. We understand that the base rates (commercial/residential) would remain the same. We believe this change would be a fair solution for St. Paul's while still contributing to the City of Idaho Springs capital improvement plan. St. Paul's may be in a unique situation by having a Church and a residence.

We appreciate your consideration of this request and look forward to your positive response.

Sincerely,

Fr. Tadeusz Kopczynski

Rev. Tadeusz Kopczynski

Caselle Connect® | Customer Inquiry | Enter Payments | Enter Dispositions

Location:

PO Box 848

303-567-4662

Idaho Springs CO 80452-0848

Display | Compare | History | Transactions | Customer | Services | Location | Meters | Backflow | Contracts | Loans | Certification | Credit History | Supplemental

Meter ID	Service
89461833	Water
000342	Water - Retired

Meter: 89461833

Route-Sequence: 2-510

Multiplier: 1.0000

Sequence number: 1

Size:

Activity | Meter | Credit Usage | Additional Fields | Attachments | Notes

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Information Code
89461833	Meter Installed	07/31/2013	07/30/2013	1.0000	137	0	
89461833	Period Meter Reading	06/30/2016	06/03/2016	1.0000	11	2	Estimate Read
89461833	Period Meter Reading	08/31/2016	08/01/2016	1.0000	61	50	Estimate Read
89461833	Period Meter Reading	10/31/2016	10/03/2016	1.0000	143	82	
89461833	Period Meter Reading	12/31/2016	12/02/2016	1.0000	149	6	
89461833	Period Meter Reading	02/28/2017	12/02/2016	1.0000	149	0	
89461833	Period Meter Reading	04/30/2017	04/04/2017	1.0000	156	7	
89461833	Period Meter Reading	06/30/2017	06/02/2017	1.0000	160	4	
89461833	Period Meter Reading	08/31/2017	08/01/2017	1.0000	217	57	
89461833	Period Meter Reading	10/31/2017	10/02/2017	1.0000	262	45	
89461833	Period Meter Reading	12/31/2017	12/01/2017	1.0000	269	7	
89461833	Period Meter Reading	02/28/2018	02/01/2018	1.0000	273	4	
89461833	Period Meter Reading	04/30/2018	04/03/2018	1.0000	283	10	Manual Read
89461833	Period Meter Reading	06/30/2018	06/01/2018	1.0000	293	10	
89461833	Period Meter Reading	08/30/2018	08/01/2018	1.0000	338	45	
89461833	Period Meter Reading	10/31/2018	10/01/2018	1.0000	393	55	
89461833	Period Meter Reading	12/31/2018	12/18/2018	1.0000	473	80	
89461833	Period Meter Reading	02/28/2019	02/01/2019	1.0000	395	27	
89461833	Period Meter Reading	04/30/2019	04/02/2019	1.0000	398	3	
89461833	Period Meter Reading	06/30/2019	06/07/2019	1.0000	408	10	Estimate Read
89461833	Period Meter Reading	08/31/2019	08/01/2019	1.0000	465	57	
89461833	Period Meter Reading	10/31/2019	10/01/2019	1.0000	514	49	
89461833	Period Meter Reading	12/31/2019	12/02/2019	1.0000	521	7	
89461833	Period Meter Reading	02/29/2020	02/05/2020	1.0000	525	4	
89461833	Period Meter Reading	04/30/2020	04/07/2020	1.0000	528	3	

EXCERPT OF CITY – ARGO PIA EDITS

(Edits proposed subsequent to 6/1 double underlined)

2.2. Trail System. At such time as the City intends to advertise for bids for the first phase of construction of the trail system within the Park, the City may elect to notify Developer of its option to receive from Developer an advance of $400,000, as indicated in the Budget, for the construction of the trail system within the Park ("Optional Developer Trail Advance"). If so requested by the City, the Optional Developer Trail Advance shall be deposited with the City not later than sixty (60) days from the City's notice.

The Optional Developer Trail Advance shall be reimbursed by the City on an interest-free basis via a dollar-for-dollar deferral of the Gondola Ticket Contribution described in Section 2.3 below. In no event shall the City be obligated to reimburse Developer for the Optional Developer Trail Advance from the City's General Fund or by any manner other than the Gondola Ticket Contribution described in Section 2.3 below. Notwithstanding the foregoing, the City may elect to reimburse Developer for all or part of the Optional Developer Trail Advance with grant funds or other funding sources as identified as appropriate by the City Council. The City shall be responsible for all other construction costs of the Park and trail system. The decisions to construct the trail system within the Park, the timing and funding avenues for the same, shall be and remain within the sole discretion of the City, acting by and through its City Council. The City shall use its best efforts to complete construction on at least a portion of the trail system within the Park on or before the date of substantial completion of the Gondola. Notwithstanding the terms of Section 2.2 and 2.3, Developer shall not be obligated to pay the Gondola Ticket Contribution unless and until the City has completed construction of the hike up/bike up and intermediate downhill mountain bike trail from the Upper Landing to the Lower Landing.

2.3 Gondola Ticket Contribution. In the event the Net Operating Income (which shall be defined as gross revenues minus operating expenses and principal/interest expense) from the operation of the Gondola is "profitable" on an annual basis ("Profit Hurdle"), Developer agrees to contribute fifty cents ($0.50) to the City for each ticket sold above the Profit Hurdle ("Gondola Ticket Contribution") in such fiscal year. For purposes of this Section 2.3, "profit" shall be defined as when gross revenues exceed operating expenses and principal/interest expense in a fiscal year. For purposes of this Subsection 2.3 "operating expenses" shall include but are not limited to: expenses related to Gondola operations and maintenance, parking operations, wastewater treatment plant/improvements operations and maintenance, food and beverage, labor and goods, utilities including electrical, propane and water purchased from the City, marketing and advertising, security and snow removal; "principal/interest expense" shall mean principal and interest payable on the construction loan; and "gross revenues" shall include all revenues received by Developer associated with the Gondola operations contributing to "operating expenses" hereunder (including but not limited to Gondola ticket revenues, parking revenues, and food and beverage revenues). Notwithstanding the foregoing and without durational limitation, Developer shall not be responsible for the payment of any Gondola Ticket Contribution until it has fully been reimbursed for the Developer Trail Advance via a dollar-for-dollar offset of the Gondola Ticket Contribution (i.e. as a result of the payment of the Developer Trail Advance, the Developer shall be first required to make a Gondola Ticket Contribution after 800,000 Gondola tickets have been sold above and beyond the Profit Hurdle). Provided the Profit Hurdle is reached and the Developer Trail Advance has been recovered, the Gondola Ticket Contribution shall be paid once per year on an annual basis, no later than sixty (60) days after the conclusion of the Developer's fiscal year, which Gondola Ticket Contribution shall be solely dedicated and used by the City for the ongoing construction, operation, improvement, and maintenance of the Park, trail system, and parking. City shall be permitted to request that Developer report ticketing revenue once per year to confirm the Gondola Ticket Contribution described herein.

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT ("Agreement") is hereby made and entered into this 8th day of June, 2020 (the "Effective Date"), by and between the City of Idaho Springs, Colorado, a Colorado statutory municipality (the "City"), Mary Jane Loevlie, an individual ("Loevlie"), and Argo Holdings, LLC, a Colorado limited liability company, or its assigns (the "Developer"). City, Loevlie, and Developer may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties have entered into that certain Public-Private Development Agreement dated _____ ("Master Agreement") relating to the development of Virginia Canyon Mountain Park ("Park") and an aerial gondola system, associated improvements, utilities, and infrastructure ("Gondola") (collectively, the "Project"), as part of and as more particularly described in that certain Final Development Plan ("FDP") for the Properties (as more particularly described in the Master Agreement) in and near Idaho Springs, Colorado.

B. The City and Developer and the City and Loevlie have each entered into or intend to enter into those certain Annexation Agreements related to the annexations of the Developer Property and Loevlie Property (collectively, the "Annexation Agreements").

C. Pursuant to that certain Annexation Agreement dated November 8, 2016 by and between the City and Developer, that certain Annexation Agreement dated ____ by and between the City and Loevlie, approved PD Zoning, the Master Agreement and as part of the FDP the Parties are required to execute an agreement that will define certain benefits, liabilities, and impacts on the City, the general public at large, as well as the Developer and Loevlie.

D. The Parties agree to enter into this Agreement which will satisfy such FDP requirement.

E. The Parties desire to enter into this Agreement to set forth their respective rights and obligations regarding the development of the Properties, including certain benefits, liabilities, costs, and expenses related to the development of the Park and Gondola, and the general development of the Properties.

F. Any capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The above Recitals are true and correct and incorporated herein.

2. CITY, DEVELOPER, AND LOEVLIE COOPERATION.

2.1 Cooperation. The Parties mutually agree to coordinate the design, development, construction, operations, and cost sharing as described below. Developer's initial estimation regarding its Budget and contribution for the following actions is set forth on the attached Exhibit A. The Budget is a preliminary estimation and Developer shall be permitted to revise the Budget as-necessary. Any Budget revision that reduces the total projected Budget **or** any categorical Budget item by more than fifteen percent (15%) shall require the express consent of the City Council, which consent may be rendered by motion of the Council made and adopted during a public meeting of the Council. Notwithstanding the Developer's intention to fund the private and public items described in Exhibit A, the Parties agree that there is no cost-sharing for this Phase 1, but agree to discuss cost-sharing on a case-by-case basis as necessary on future Phases.

Public improvements that are required to be dedicated to the City shall be governed by Article V of Chapter 24 of the Idaho Springs Municipal Code ("Code"), including the construction, reimbursement, acceptance by the City and all related matters.

2.1.1 Amenities (e.g. restrooms, bike racks, community spaces, street and parking lighting and multi-use trail). Developer shall construct certain amenities including public restrooms, bike racks, and similar features designed for public comfort and convenience for the Project at its cost and expense, as more particularly shown in the FDP.

2.1.2. Shared Infrastructure and Utilities. Developer shall be responsible for the construction of infrastructure related to the Gondola, parking deck, Upper Landing facilities, and development of the Argo site. The water and wastewater improvements constructed by Developer pursuant to this initial FDP, intended to serve only the Gondola and Upper Landing amenities (not the larger Argo Mine site redevelopment), shall be private utility systems and, as such, shall be perpetually maintained and operated by the Developer unless otherwise later agreed upon by the Parties.

2.1.3 Parking, Connectivity, and Mobility Solutions. Developer intends to construct a 143 space parking deck, 12 employee parking spaces and resurface 36 existing surface parking spaces along Riverside Drive related to the use and operation of the Gondola and the Argo Mill & Tunnel. Developer agrees to provide ten (10) dedicated parking spaces to increase local access to the Park. These spaces shall be used by City and County residents and employees at no charge, at a location as reflected in the FDP.

2.1.4. Signage. The costs and expenses for signage relating to the Gondola shall be the responsibility of Developer. The costs and expenses for signage relating to the Park shall be the responsibility of the City. Any signage applicable to both projects or for community spaces may be shared by the City and Developer.

2.1.5. Emergency Services/Access. As part of the Gondola project, Developer will provide emergency access at the Upper Landing in accordance with applicable law.

2.1.6. Community Spaces and Open Space Dedication. Developer intends to construct community spaces as part of the Project at its cost and expense. In addition, the Developer shall dedicate 2.76 acres of open space to the City to fulfill the required open space dedication described in the approved PD zone for the Properties and the Code.

2.1.7. Public Multi-Use Trail. The developer is constructing a multi-use trail that connects the Upper Landing to the Argo property at a cost of approximately $200,000 as outlined in Exhibit A.

2.1.8. Rock Fall Mitigation/Related Safety Actions. Developer shall be responsible for rock fall mitigation related to the construction of the Gondola as well as on-going rock fall mitigation and safety related to maintenance of the Gondola.. Upon any recreational construction or grading in VCMP, the City shall be responsible for rock fall mitigation in the Park and along the trails within the Park.

2.1.9. Tree Clearance and Management. Developer shall be responsible for tree clearance and management within the recorded 30 foot utility and access easement for the Gondola. The City shall be responsible for tree clearance and management in the Park and along the trails, except as otherwise provided in the Budget by Developer.

2.1.10. General Maintenance. Developer shall be responsible for general maintenance of the Gondola. The City shall be responsible for general maintenance of the Park and along the trails.

2.1.11. Security. Developer shall be responsible for the safety and security of the Gondola and Upper Landing improvements/amenities.

2.1.12. Financial Assurance. Developer shall provide to the City proof of funding of Budget items to be constructed prior to issuance of the building permit via a letter or notice from its lender ("Financial Assurance").

2.2. Trail System. At such time as the City intends to advertise for bids for the first phase of construction of the trail system within the Park, the City may elect to notify Developer of its option to receive from Developer an advance of $400,000, as indicated in the Budget, for the construction of the trail system within the Park ("Optional Developer Trail Advance"). If so requested by the City, the Optional Developer Trail Advance shall be deposited with the City not later than sixty (60) days from the City's notice.

The Optional Developer Trail Advance shall be reimbursed by the City on an interest-free basis via a dollar-for-dollar deferral of the Gondola Ticket Contribution described in Section 2.3 below. In no event shall the City be obligated to reimburse Developer for the Optional Developer Trail Advance from the City's General Fund or by any manner other than the Gondola Ticket Contribution described in Section 2.3 below. Notwithstanding the foregoing, the City may elect to reimburse Developer for all or part of the Optional Developer Trail Advance with grant funds or other funding sources as identified as appropriate by the City Council. The City shall be responsible for all other construction costs of the Park and trail system. The decisions to construct

the trail system within the Park, the timing and funding avenues for the same, shall be and remain within the sole discretion of the City, acting by and through its City Council. The City shall use its best efforts to complete construction on at least a portion of the trail system within the Park on or before the date of substantial completion of the Gondola. Notwithstanding the terms of Section 2.2 and 2.3, Developer shall not be obligated to pay the Gondola Ticket Contribution unless and until the City has completed construction of the hike up/bike up and intermediate downhill mountain bike trail from the Upper Landing to the Lower Landing.

2.3 Gondola Ticket Contribution. In the event the Net Operating Income (which shall be defined as gross revenues minus operating expenses and principal/interest expense) from the operation of the Gondola is "profitable" on an annual basis ("Profit Hurdle"), Developer agrees to contribute fifty cents ($0.50) to the City for each ticket sold above the Profit Hurdle ("Gondola Ticket Contribution") in such fiscal year. For purposes of this Section 2.3, "profit" shall be defined as when gross revenues exceed operating expenses and principal/interest expense in a fiscal year. For purposes of this Subsection 2.3 "operating expenses" shall include but are not limited to: expenses related to Gondola operations and maintenance, parking operations, wastewater treatment plant/improvements operations and maintenance, food and beverage, labor and goods, utilities including electrical, propane and water purchased from the City, marketing and advertising, security and snow removal; "principal/interest expense" shall mean principal and interest payable on the construction loan; and "gross revenues" shall include all revenues received by Developer associated with the Gondola operations contributing to "operating expenses" hereunder (including but not limited to Gondola ticket revenues, parking revenues, and food and beverage revenues). Notwithstanding the foregoing and without durational limitation, Developer shall not be responsible for the payment of any Gondola Ticket Contribution until it has fully been reimbursed for the Developer Trail Advance via a dollar-for-dollar offset of the Gondola Ticket Contribution (i.e. as a result of the payment of the Developer Trail Advance, the Developer shall be first required to make a Gondola Ticket Contribution after 800,000 Gondola tickets have been sold above and beyond the Profit Hurdle). Provided the Profit Hurdle is reached and the Developer Trail Advance has been recovered, the Gondola Ticket Contribution shall be paid once per year on an annual basis, no later than sixty (60) days after the conclusion of the Developer's fiscal year, which Gondola Ticket Contribution shall be solely dedicated and used by the City for the ongoing construction, operation, improvement, and maintenance of the Park, trail system, and parking. City shall be permitted to request that Developer report ticketing revenue once per year to confirm the Gondola Ticket Contribution described herein.

2.4 Development and Construction. The Parties agree to abide by all requirements of the Master Agreement in the performance of the obligations described herein and the development of the Properties.

2.5 Notice. The Parties shall provide written notification to the other Parties prior to commencement of any activities or undertaking any obligations described herein.

2.6 Termination. In the event the City ultimately fails to approve the Gondola FDP/Argo Project or the Developer fails to complete construction of the Gondola within two (2) years after commencement of the Gondola construction, this Agreement shall terminate and the Parties shall be released from all further obligations under this Agreement except those that expressly survive

termination. The Parties agree that the City Council may extend the two (2) year construction timeline set forth herein, in its reasonable discretion and acting by motion in a duly-noticed public meeting, upon a showing of good cause for the delay by the Developer.

3. LIABILITY LIMITATIONS – HOLD HARMLESS

3.1. Non-Liability. Developer acknowledges that the City's review and approval of the plans for the development of the Properties is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to the Developer or third parties is assumed by such review approval, and nothing herein shall be deemed or construed as a waiver by the City of any rights, immunities, limitations, or protections afforded to it under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., *et seq.*), as now or hereafter amended.

3.2 Hold Harmless. Developer agrees to save, defend and hold the City harmless from any claims brought by any third party against the City which are attributable to any act or omission of the Developer, its employees, agents, contractors, subcontractors, and consultants with respect to the Gondola Construction. This indemnification does not extend to claims of willful misconduct or negligence brought by any third party against the City which is attributable to any act or omission of the City. To the extent permitted under applicable law, if permitted at all, the City agrees to save, defend, and hold the Developer and Loevlie harmless from any claims brought by any third party against the Developer or Loevlie which are attributable to any act or omission of the City, its employees, agents, contractors, subcontractors, and consultants with respect to the design, construction, or use of the Park. This indemnification does not extend to claims of willful misconduct or negligence brought by any third party against the Developer or Loevlie which is attributable to any act or omission of the Developer or Loevlie.

3.3 Insurance. Developer and its contractors performing the Gondola Construction shall at all times hereunder have and maintain in full force and effect comprehensive liability insurance, providing general liability, and comprehensive automobile liability insurance. Developer and contractors shall at all times fully comply with the Colorado Workmen's Compensation Act, and shall ensure that each of its contractors and subcontractors are in full compliance with the Act. Nothing herein shall be construed to relieve or discharge Developer of its liability to the City under the terms of this Agreement should Developer for any reason fail to procure and maintain any required insurance in sufficient amounts. The City agrees to maintain commercially reasonable insurance for its work in constructing improvements to the Properties. The Parties agree to work together to obtain appropriate insurance to address public use of the Properties upon completion of the same.

3.4 Recreational Liability Act. To the extent applicable to any portion or all of this Agreement, Developer and Loevlie are entitled to the benefits, protections, and limitations on liability available under the Colorado Recreational Liability Act, C.R.S. Section 33-41-101, *et. Seq.*

4. OWNERSHIP OF IMPROVEMENTS

All Gondola Construction completed shall be and remain the sole and exclusive property of the Developer.

5. ENFORCEMENT AND REMEDIES

5.1 Breach of Agreement. In the event any Party should fail to comply with any of the terms, conditions, covenants, and undertakings hereof, such non-compliance shall be cured and brought into compliance within 30 days of written notice of breach by the other Party. Such notice will specify the conditions of default. If such default is not of a type that can be cured within such 30-day period and the defaulting Party gives written notice to the non-defaulting Party within such 30-day period that it is actively and diligently pursuing such cure, the defaulting Party will have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure. For any default that is not cured as described above, the non-defaulting Party may pursue any other remedy at law or in equity which may be appropriate under the City Regulations, the applicable laws and legal standards of the State of Colorado or the United States before any court of competent jurisdiction. Such remedies shall be cumulative.

5.2 Legal Expenses. In the event it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing Party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing Party.

5.3 Venue. Venue for any legal proceedings shall be in the County of Clear Creek, State of Colorado.

6. MISCELLANEOUS PROVISIONS

6.1 Recordation. This Agreement shall be recorded with the Clear Creek County Clerk and Recorder.

6.2 No Waiver. Nothing herein shall constitute or be interpreted as a waiver or repeal of existing codes or ordinance or the City's legislative, governmental or police powers, nor shall this Agreement prohibit the enactment by the City of any fees or any other ordinances which are of uniform or general application

6.3 Third Party Beneficiaries. This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever

6.4 Successors and Assigns. This Agreement will be binding upon each Party, its successors and assigns, and will be deemed a covenant running with the Properties. The Developer shall be permitted to (i) convey the entire Argo Property at its discretion and assign this Agreement to such successor developer/owner, and (ii) to assign this Agreement to an affiliate or other entity substantially controlled by Developer at its sole discretion. Following any such assignment of this Agreement and delivery to the City of written evidence of such assignment and an express assumption of the obligations and liabilities by the assignee, Developer will be relieved from any

obligations and liabilities so assumed by such assignee, and the City will accept performance by such assignee.

6.5 Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

Developer:
Argo Holdings, LLC
P.O. Box 1201
Idaho Springs, CO 80452
c/o Mary Jane Loevlie
copy to: Robert T. Bowland; Janice A. Bowland; Kristian Loevlie

City:
City of Idaho Springs, Colorado
c/o City Administrator
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452

With a copy to:
Carmen Beery
Murray Dahl Beery & Renaud, LLP
710 Kipling St., Suite 300
Lakewood, CO 80215

Loevlie:
c/o Mary Jane Loevlie
P.O. Box 218
Idaho Springs, CO 80452

A Party may change the address to which notice is to be sent by providing notice set forth in this section.

6.6 Section Headings. The section of headings are inserted herein only for convenience or reference, and in no way shall be defined to limit or describe the scope or intent of any of the provisions in this Agreement.

6.7 Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

6.8 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

6.9 Modification. This Agreement may be amended or modified only by written instrument executed by the Parties.

6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute but one and the same instrument.

6.11 Communication and Cooperation. The Parties agree to timely communicate and cooperate with one another throughout the duration of this Agreement.

[signature pages to follow]

CITY OF IDADO SPRINGS, COLORADO,
a Colorado statutory municipality

BY: _____
Michael Hillman, Mayor

ATTEST:

_____
Diane Breece, City Clerk

APPROVED AS TO FORM:

_____
Carmen Beery, City Attorney

MARY JANE LOEVLIE

_____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed before me this _____ day of _____, 2020, by Mary Jane Loevlie, an individual.

_____
Notary Public

My commission expires: _____

DEVELOPER
ARGO HOLDINGS, LLC
a Colorado limited liability company

By: _____
Name: Mary Jane Loevlie
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed before me this _____ day of _____, 2020, Mary Jane Loevlie as Manager of Argo Holdings, LLC, a Colorado limited liability company.

_____
Notary Public

My commission expires: _____

<u>EXHIBIT A</u>
ESTIMATED BUDGET

[to be attached]

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 17, Series 2020

A RESOLUTION APPROVING A PARKING LEASE WITH CLEAR CREEK SCHOOL DISTRICT LEASING TO THE CITY CERTAIN REAL PROPERTY FOR PUBLIC PARKING

WHEREAS, Clear Creek School District ("District") is the owner of certain real property located within the City of Idaho Springs, Colorado ("City") at Carlson Elementary School with a street address of 1300 Colorado Boulevard (the "Property"); and

WHEREAS, the District intends to redevelop the asphalt playground area on the east side of the Property accessed off 14th Avenue; and

WHEREAS, the City would like to use the asphalt playground area at the Property for public parking pending its redevelopment, and the County is willing to permit such use until August 15, 2020, subject to certain terms and conditions; and

WHEREAS, the City Council therefore desires to approve a Parking Lease with the County that sets forth the terms and conditions of the City's use of the Property for parking lot purposes; and

WHEREAS, the City is expressly authorized to enter into such agreement by C.R.S. § 29-1-203

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

Section 1. The Parking Lease Between the City of Idaho Springs and the Clear Creek School District, Leasing to the City Certain Real Property for Public Parking, attached hereto and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized and directed to execute the same.

Section 2. City Staff is directed to take all steps necessary to effectuate the terms and purposes of the agreement approved hereby.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of June, 2020.

_____
Michael Hillman, Mayor

ATTESTED AND CERTIFIED

_____
Diane Breece, City Clerk

PARKING LEASE

This Parking Lease is made and entered into by Clear Creek School District, P.O. Box 3399, Idaho Springs, CO 80452 ("District") and the City of Idaho Springs, P.O. Box 907, Idaho Springs, CO 80452 ("City").

The District desires to lease to the City and the City desires to lease from the District its asphalt lot (approximately 8980 square feet) on the east side of Carlson Elementary School, 1300 Colorado Boulevard, Idaho Springs, CO 80452 (the "Premises", see Exhibit A) for the purposes of parking that is accessed from 14th Avenue under the following terms and conditions:

1. **TERM.** The term of this Parking Lease ("Term") begins June 15, 2020 and ends August 15, 2020.

2. **RENT.** Rent for the Term shall be Zero Dollars ($0). The parties agree that the economic benefits to the community at large and to the District resulting from this arrangement shall serve as adequate consideration for this Lease.

3. **PARKING RIGHTS.**

a. City may use the Premises for the parking of passenger vehicles by employees of businesses in the City, and for no other purpose. Prohibited uses include, but are not limited to, camping, cooking, the parking of any truck or other vehicle having a length or width in excess of that of the average passenger automobile and the performance of any kind of repairs or maintenance.

b. City's right to use the Premises is limited to the hours of 7:00 a.m. to 12:00 a.m. The District shall have the right to have towed at owner's expense any vehicle parked on the Premises beyond such times.

c. City shall be responsible for and bear the expense of placement on the Premises of signage indicating permitted parking areas and marking of boundary lines for approximately 27 parking spaces. City shall submit plans for such signage and marking of boundary lines for the District's preapproval. City may not use the Premises for parking until such District-approved signage and boundary lines are placed.

d. City shall require vehicles to be parked in an attitude or on an angle indicated by specified boundary lines in designated areas and shall at no time permit parking in any other space on the Premises or in any access lane area, either wholly or partially, so as to deny ingress or egress of other vehicles. The District shall have the right to have towed at owner's expense any vehicle parked in an unauthorized manner.

e. City shall not interfere with or use the parking spaces on the Premises currently marked as "School District Parking." Such spaces shall remain and are reserved for the District's use.

f. City shall install a temporary fence as designated by Exhibit A of this agreement. City shall remove this temporary fence upon the District's request at the end of the lease, or if it stays, the District will remove it when the need no longer remains.

4. RIGHT TO CLOSE TEMPORARILY. The District reserves the right to close the Premises or portions thereof for repairs, maintenance, or emergency. When closing the Premises, the District shall seek to avoid any inconveniences to the City.

5. FORCE MAJEURE. If (1) the Premises or any portion thereof is destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State or local levels , so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement, or (2) the use of the Premises by the City is prevented by acts of God, public enemies, civil riot, flood, drought, or any other cause beyond the reasonable control of the District, then this Agreement shall terminate upon at least five (5) days written notice, if practicable, to the other party that an event of Force Majeure has occurred and prevented performance by the party experiencing the event of Force Majeure. In the event of a termination by reason of Force Majeure, the District shall not be liable or responsible to the City for any damages caused thereby, and the City waives all claims against the District, its officials, employees and agents, for damages sustained by reason of such termination.

6. NO DISTRICT RESPONSIBILITY FOR LOSS. The City understands and expressly agrees that the District will not accept any vehicle in bailment or for safekeeping; nor shall the District be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature'. The City expressly acknowledges that the District does not assume any obligation to provide for the security of the Premises or to protect individuals using the Premises or property on it, and that the District does not warrant the suitability of the Premises for the City's intended use.

7. INDEMNIFICATION. The City shall defend, indemnify and hold harmless the District and its directors, employees, insurers, agents, and assigns, against any and all claims, causes of action, liability, or damages, including reasonable attorney's fees arising from or related to the City's use of the Premises. The City expressly agrees to bear responsibility

for damage to District property resulting from or related to the City's use of the Premises. The City shall have no indemnification, defense or hold harmless obligations to the District arising out of the District's use of parking spaces or premises as referred to in Sections 3.e, or the District's closure of the premises or portions thereof as referred to in Paragraph 4, of this Lease.

8. INSURANCE. The City shall maintain commercial general liability insurance coverage with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate and designating the District as an additional insured. The City shall provide the District a Certificate of Insurance evidencing such coverage and including a provision stating that the coverage listed thereon shall not be cancelled or materially modified without first giving the District at least thirty (30) days' advance notice of such cancellation or modification.

9. TERMINATION. An event of default shall be deemed to occur should any of the following events happen:

a. Failure of the City to comply with any other item or condition of this Parking Lease, including any addenda or amendments hereto.

b. Failure of the District to provide notice of temporary closure that impacts or inconvenience' s the City's use under this Lease.

c. Failure of the District to comply with Paragraph 4 of this Lease, including but not limited to closing the Premises for a period of longer than five consecutive days.

In the event of default under section 9.a. or 9.b. by the City, the District shall notify the City in writing, and the District may terminate this Agreement immediately upon notice to the City, without penalty or liability to the District. The District may cause property and automobiles to be removed at the owner's expense in order to re-take possession of the Premises hereby rented upon termination.

In the event of default under section 9.c. by the District, the District shall notify the District in writing and the City may terminate this Agreement immediately upon notice to the District, without penalty or liability to the City.

10. **COVENANT TO MAINTAIN AND RETURN.** The City covenants with the District to keep the Premises in good order and to surrender possession of same upon termination of this Parking Lease, in as good condition as when received (normal wear and tear excepted). Signage installed pursuant to section 3.c shall be removed upon request of the District.

11. **ENTIRE AGREEMENT/AMENDMENTS.** This Parking Lease constitutes the entire agreement between the parties, and supersedes any and all previous written agreements or representations between the parties. This Agreement may only be amended in writing signed by both parties.

12. **APPLICABLE LAW/VENUE.** This Agreement is made under the laws of the State of Colorado, and any disputes that arise under or related to this Agreement shall be governed by the laws of Colorado, without regard to conflict of law principles. Venue for any legal action involving this Agreement shall be in Clear Creek County, Colorado.

13. **ATTORNEY'S FEES.** If either party is required to file suit to collect any amount owed to it under this Parking Lease, the prevailing party shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.

14. **NOTICES.** Any notice under this Parking Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated in the first paragraph of page one of this Parking Lease. The parties' designated contact for communications concerning this Parking Lease (including communication after business hours for the City) is Andrew Marsh, admin@idahospringsco.com, 303-567-4421 (after hours: 303-929-6410) for the City and Karen Quanbeck, karen.quanbeck@ccsdre1.org, 303-567-3850 for the District.

15. **AGENT'S AUTHORIZATION.** The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

WHEREFORE, this Agreement is executed to be effective on the day and year first above written.

CITY	**DISTRICT**
By: _____	_____
Printed Name: Michael Hillman	James M. Houston
Title: Mayor, City of Idaho Springs	President, Clear Creek School District RE-1 Board of Education

Date: _____

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 8, Series 2020

AN ORDINANCE AMENDING CHAPTER 16 OF THE IDAHO SPRINGS MUNICIPAL CODE, CONCERNING NUISANCES, TO ADDRESS THE ATTRACTION OF WILDLIFE BY GARBAGE AND RUBBISH

WHEREAS, pursuant to C.R.S. § 31-15-401 and its general police powers, the City of Idaho Springs, Colorado ("City"), acting by and through its City Council ("Council"), possesses the authority to enact ordinances for the preservation of the public health, safety, and welfare, including the elimination of nuisances; and

WHEREAS, the Council has received evidence that the condition of trash and rubbish containers and disposal methods within the City have been attracting wildlife to the City, in particular bears, sometimes resulting in dangerous and undesirable encounters between wildlife and people; and

WHEREAS, the Council has previously adopted Chapter 16 of the Idaho Springs Municipal Code ("Code") concerning nuisances; and

WHEREAS, the Council wishes to amend that Chapter to address the issues created by the attraction of wildlife to unsecured garbage and rubbish.

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

Section 1. Section 16-5 of the Idaho Springs Municipal Code, concerning definitions related to the regulation of nuisances, is hereby amended by the addition of the following new definitions, to be inserted in alphabetical order:

> *Dumpster*. A movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin, usually metal, that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot.
>
> *Person.* Any individual, resident, or occupant of a Premises. The term *Person* includes a firm, corporation, or organization under circumstances where a group of individuals, residents, or occupants appoints or has appointed such firm, corporation, or organization to assume the responsibility for collecting or accumulating for that group's Premises all waste, garbage, and rubbish for pick-up by a commercial waste hauler for delivery to a City-authorized depository or landfill. The term *Person* shall not include any commercial waste haulers.
>
> *Premises.* Any real property, whether vacant or not, located within the City limits of the City of Idaho Springs that is owned, occupied, leased or used for residential or commercial purposes.

Wildlife. Any undomesticated and unrestrained animal, including but not limited to elk, deer, sheep, lynx, bears, skunks, squirrels, raccoons, magpies, crows, coyotes, bobcats, foxes, mountain lions, or unrestrained livestock.

Wildlife Disturbance. An incident in which an animal herein defined as *Wildlife* upsets, knocks over, enters or otherwise disturbs a waste, rubbish or garbage container such that any of the container's contents is removed or falls out of the container and becomes scattered in the immediate vicinity of the container.

Wildlife-Resistant Dumpster Enclosure (WRDE). A fully enclosed structure consisting of either four sides and a roof or cover, or four sides of sufficient height, design and construction to prevent access by wildlife. *WRDEs* must meet the standards of testing by the Living with Wildlife Foundation. The door or cover must have a latching mechanism sufficient to prevent entry by wildlife

Wildlife-Resistant Refuse Container (WRRC). A fully enclosed container, including a tight-fitting lid designed for that specific container, which may be constructed of pliable materials but must be reinforced, or contain a locking mechanism, to deter access by wildlife.

Section 2. Article III of Chapter 16 of the Idaho Springs Municipal Code, concerning specified nuisances, is hereby amended by the addition of a new Section 16-46, to read in its entirety as follows:

Sec. 16-46. Waste, Garbage, Rubbish and Wildlife; Specific Abatement Process and Administrative Penalties.

(A) No person shall:

(1) Store waste, garbage, or rubbish except in rigid containers, in such a manner so as to preclude their contents from overflowing or being scattered by animals, wind, or other elements and so that the containers remain closed except when being filled or when opened in order to allow for collection.

(2) Fail to remove and properly dispose of any spillage or scattered waste, garbage or rubbish resulting from its dispersal by animals, wind, or other elements.

(3) Fail to keep the person's premises or property free of waste, garbage or rubbish. For purposes of this section, the term "property" includes adjacent private property or public rights-of-way if the rubbish, garbage or solid waste has been scattered to such locations from a waste container on the person's property.

(4) Permanently store a waste container in the public rights-of-way without approval of the City Administrator or his designee.

(5) Place an unsecured waste container outside for collection before 5 a.m. on the day scheduled for such collection, unless such container is a WRRC in which case it may be placed outside for collection on the preceding day.

(6) If storing waste, garbage, or rubbish in a dumpster, fail to secure the dumpster in a WRDE or, if not enclosed, fail to use a bear-resistant locking dumpster.

(B) Abatement Process; Administrative Penalties.

(1) Whenever the City Administrator or his designee shall be informed or otherwise determines that any premises or property within the City is covered or partially covered with rubbish, garbage, trash or solid waste or reflects the scattering thereof on such premises or property, he shall cause an investigation to be made into the spilling or scattering of refuse and shall make findings with reference to such investigation. If, as a result of such investigation, the City Administrator finds, based on competent evidence, that the condition of the premises or property violates the provisions of this Section, the owner or occupant of the premises or property, if the premises/property is not occupied by the owner, shall be issued a notice to abate the violation and will subject the owner or occupant to the following procedures and penalties:

(a) First Violation. The first violation of this Section shall result in the issuance of a notice to abate as a courtesy. In addition, the owner or occupant shall be required to comply with the requirement that future waste, garbage, or rubbish at the offending address must be secured and stored in a WRRC, or stored in an enclosed area sufficient to prevent wildlife from accessing the waste, garbage, or rubbish.

Failure to correct the initial violation within a reasonable time, not to exceed 48 hours, constitutes a continuing violation and shall be grounds for the issuance of a subsequent citation for a violation of this Section. The owner or occupant of the premises/property shall be deemed to have been issued an appropriate notice of violation if such notice or citation is personally served upon the owner and/or occupant, or placed in the U.S. Mail, postage prepaid and addressed to the occupant at property address and to the property owner, if the property owner is not the occupant, at the last known address given to any City of Idaho Springs or Clear Creek County government department.

(b) Subsequent Violations. Persons who continue to violate this Section or fail to achieve timely compliance as set forth in any previous notice of abatement or violation shall, upon a subsequent finding pursuant to the afore-described process, be subject to a graduated fine schedule as set forth below.

i. A second violation of this Section shall result in the imposition of a fine of $50.00.

ii. A third or subsequent violation of this Section shall result in the imposition of a fine of $250.00 for each such violation.

Section 3. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive

any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

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

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

_____
Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ___ day of _____, 2020.

_____
Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 06, Series 2020

AN ORDINANCE ADOPTING BY REFERENCE THE 2018 EDITIONS OF THE FOLLOWING CODES: THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL PLUMBING CODE, 2017 NATIONAL ELECTRIC CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE AND INTERNATIONAL SWIMMING POOL AND SPA CODE; ADOPTING AMENDMENTS THERETO; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING PENALTIES FOR VIOLATING THE SAME AND MAKING CONFORMING AMENDMENTS TO CHAPTERS 18 AND 19 OF THE IDAHO SPRINGS MUNICIPAL CODE.

WHEREAS, pursuant to Part 2, Article 16, Title 31 of the Colorado Revised Statutes, the City of Idaho Springs ("City") possesses the authority to adopt uniform codes by reference; and

WHEREAS, pursuant to this authority, the City previously adopted the 2006 editions of various building and technical codes and codified such adopted codes in Chapters 18 and 19 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, in furtherance of the public health, safety and welfare of City residents, guests and visitors, the City Council desires to update its ordinances to include the 2018 editions of the International Codes (the "Codes"), as recommended by the City's Building Official and Fire Code Official; and

WHEREAS, after due and proper notice in accordance with C.R.S. § 31-16-203, the City Council conducted a public hearing on the adoption of the Codes by reference, at which time all interested parties were given the opportunity to be heard; and

WHEREAS, copies of the Codes adopted by reference herein were filed in the office of the City Clerk at least fifteen (15) days preceding the hearing and remain there for public inspection at Idaho Springs City Hall, 1711 Miner Street, Idaho Springs, Colorado 80452; and

WHEREAS, based upon its review of the Codes referenced herein and all evidence and testimony presented on the matter, the City Council finds and determines that the Codes adopted hereby, as amended herein, will further the health, safety and welfare of the inhabitants of the City.

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

Section 1. Article II of Chapter 19 of the Idaho Springs Municipal Code, concerning technical building codes and building regulations, is hereby repealed and re-enacted to read in its entirety as follows:

ARTICLE II

Technical Codes

Sec. 19-11. Adoption.

The following codes, one (1) copy of each of which is on file in the office of the City Clerk, are hereby adopted by reference as if set out verbatim in this Article, subject to the deletions and amendments herein specified:

(1) International Building Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 35 inclusive and Appendix I.

(2) International Residential Code for One- and Two-Family Dwellings, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 44 inclusive and Appendices H, O, Q, R and S.

(3) International Mechanical Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 15 inclusive.

(4) International Fuel Gas Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 8 inclusive.

(5) International Plumbing Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 15 inclusive.

(6) International Energy Conservation Code (IECC), 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, IECC – Commercial Provisions Chapters 1 through 6 inclusive and IECC – Residential Provisions Chapters 1 through 6.

(7) International Swimming Pool and Spa Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 11 inclusive.

(8) International Property Maintenance Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 8 inclusive.

(9) International Existing Building Code, 2018 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 16 inclusive.

(10) National Electrical Code, 2017 Edition as published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269.

Sec. 19-12. Amendments to the International Building Code.

The following amendments to the 2018 Edition of the International Building Code ("IBC") are hereby adopted:

(A) **IBC Section 101.1** IBC Section 101.1 (Title) is amended by the addition of the term "City of Idaho Springs" where indicated.

(B) **IBC Section 101.4.3** IBC Section 101.4.3 (Plumbing) is amended by deletion of the last sentence.

(C) **IBC Section 104.10.1** IBC Section 104.10.1 (Flood Hazard Areas) is amended by replacing the words "building official" with "City."

(D) **IBC Section 105.1** IBC Section 105.1 (Required) is amended by replacing the words "building official" with "City."

(E) **IBC Section 109.6** IBC Section 109.6 (Refunds) is amended by deleting the Section in its entirety and replacing the Section with the following:

> The City may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The City may authorize refunding of not more than 75 percent (75%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The City may authorize refunding of not more than 75 percent (75%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review is commenced. The City shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(F) **IBC Section 113.** IBC Section 113 (Board of Appeals) is amended by deleting the Section in its entirety and replacing it with the following:

113.1 General. The City's Variance Board appointed by the City Council shall serve as the Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provision of this code do not fully apply, or an equally good or better form of construction is proposed. The Board shall not have the authority to waive requirements of this code.

(G) **IBC Section 202.** IBC Section 202 (Definitions) is amended by addition of the following:

"Sleeping Room" (Bedroom) Any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1207 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

(H) **IBC Section 903.2.8.1** IBC Section 903.2.8.1 (Automatic Sprinkler Systems Group R-3) is amended by deletion of the section in its entirety.

(I) **IBC Section 1612.3** IBC Section 1612.3 (Establishment of flood hazard areas) is amended by the insertion of "Clear Creek County, Colorado (including the City of Idaho Springs)" where indicated and the date of "December 20, 2019" where indicated.

Sec. 19-13. Amendments to the International Mechanical Code.

The following amendments to the 2018 Edition of the International Mechanical Code ("IMC") are hereby adopted:

(A) **IMC Section 101.1.** IMC Section 101.1 (Title) is amended by the addition of the term "City of Idaho Springs" where indicated.

Sec. 19-14. Amendments to the International Plumbing Code.

The following amendments to the 2018 Edition of the International Plumbing Code ("IPC") are hereby adopted:

(A) **IPC Section 101.1.** IPC Section 101.1 (Title) is amended by the addition of the term "City of Idaho Springs" where indicated.

(B) **IPC Section 305.4.1.** IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated to read "12 inches (305 mm)."

(C) **IPC Section 903.1.** IPC Section 904.1 (Roof extension) is amended by inserting the number "6 inches, (152.4 mm)" where indicated in the second sentence.

Sec. 19-15. Amendments to the International Residential Code.

The following amendments to the 2018 Edition of the International Residential Code ("IRC") are hereby adopted:

(A) **IRC Section R101.1.** IRC Section R101.1 (Title) is amended by the addition of the term "City of Idaho Springs" where indicated.

(B) **IRC Section R104.10.1** IRC Section R104.10.1 (Flood Hazard Areas) is amended by replacing the words "building official" with "City."

(C) **IRC Section R105.1.** IRC Section R105.1 (Required) is amended by replacing the words "building official" with "City."

(D) **IRC Section R108.5.** IRC Section R108.5 (Refunds) is amended by deleting the section in its entirety and replacing the section with the following:

> The City may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The City may authorize refunding of not more than 75 percent (75%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The City may authorize refunding of not more than 75 percent (75%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The City shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(E) **IRC Section R112.** IRC Section R112 (Board of Appeals) is amended by deleting the section in its entirety and replacing it with the following:

> R112.1 General. The City's Variance Board appointed by the City Council shall serve as the Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code.
>
> 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted

thereunder have been incorrectly interpreted, the provision of this code do not fully apply, or an equally good or better form of construction is proposed. The Board shall not have the authority to waive requirements of this code.

(F) **IRC Section R202.** IRC Section R202 (Definitions) is amended by addition of the following:

"Sleeping Room" (Bedroom) Any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections R304 and R305 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

(G) **IRC Table R301.2 (1).** IRC Table R301.2 (1) is filled to provide the following:

Table R301.2(1)
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Shield Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termite					
55 psf	100	B	Severe	36 in.	Slight to Moderate	1	YES	Per City Ordinance	1000	45°F

(H) **IRC Section R313** IRC Section R313 (Automatic Fire Sprinkler Systems) is deleted in its entirety.

(I) **IRC Section R401.2.** IRC Section R401.2 (Requirements) is amended by the addition of the following:

Where soils reports show the need for it, foundations shall be designed and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer's soils report. The drawings must be noted with the engineering firm name, specific location for design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.

(J) **IRC Section R405.1.** IRC Section R405.1 (Concrete or masonry foundations) is amended with the addition of the following after the first sentence: All foundation drains shall be designed and inspected by a State of Colorado registered design professional.

(K) **IRC Section G2415.12.** IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

(L) **IRC Section G2415.12.1.** IRC Section G2415.12.1 (Individual outside appliances) is deleted in its entirety.

(M) **IRC Section G2417.4.1.** IRC Section G2417.4.1 (Test pressure) is amended by changing "3 psig" to "10 psig."

(N) **IRC Section P2603.5.1.** IRC Section P2603.5.1 (Sewer depth) is amended by filling in both areas where indicated to read "36 inches (914.4 mm)."

Sec. 19-16. Amendments to the International Fuel Gas Code.

The following amendments to the 2018 Edition of the International Fuel Gas Code ("IFGC") are hereby adopted:

(A) **IFGC Section 101.1.** IFGC Section 101.1 (Title) is amended by the addition of the term "City of Idaho Springs" where indicated.

(B) **IFGC Section 404.12.** IFGC Section 404.12 (Minimum burial depth) is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

(C) **IFGC Section 404.12.1.** IFGC Section 404.9.1 (Individual outside appliances) is deleted in its entirety.

(D) **IFGC Section 406.4.1.** IFGC Section 406.4.1 (Test pressure) is amended by changing 3 psig to 10 psig.

Sec. 19-17 – 19-30. Reserved.

Section 2. Idaho Springs Municipal Code Section 19-4, which sets forth penalty provisions applicable to all violations of Article II of Chapter 19 of the Code, as established by Section 1 of this Ordinance, is set forth in full below and is hereby amended as follows:

Sec. 19-4. Penalty.

(A) It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or equipment in the City, or to cause or permit the same to be done, in violation of any of the primary or secondary codes as adopted by this Chapter. Maintenance of any condition which was unlawful at the time it was initiated and which would be unlawful under any of the primary and secondary codes adopted by this Chapter, if installed after the effective date

hereof, shall constitute a continuing violation. Any person, firm or corporation violating any of the provisions of any of the primary or secondary codes as adopted hereby shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of any of the primary or secondary codes occurs or continues. Any violation of any provision of this Chapter or of any code adopted by this Chapter shall be subject to the general penalty provisions set forth in Section 1-8 of this Code.

(B) It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter or change the use of any building or other structure within the City without first obtaining all permits required by any of the primary or secondary codes as adopted hereby. No permit shall be issued unless the plans for the proposed erection, construction, reconstruction, alteration or use fully conform to all zoning ordinances and other applicable regulations of the City.

(C) Any person, firm or corporation who commences to erect, construct, enlarge, alter or change the use of any building or other structure within the City without first obtaining all permits required by any of the primary or secondary codes as adopted hereby shall, in addition to all other applicable penalties, be liable for two (2) times the applicable permit fee for any such required permit(s).

Section 3. Section 18-11 of the Idaho Springs Municipal Code, concerning the adoption of the City's Fire Prevention Code is hereby repealed and re-enacted to read in its entirety as follows:

Sec. 18-11. Adoption of code.

The International Fire Code, 2018 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 80 inclusive and Appendices B and C, are hereby adopted by reference as if set out verbatim in this Article, subject to the deletions and amendments herein specified.

Section 4. Section 18-12 of the Idaho Springs Municipal Code, concerning amendments to the International Fire Code, is hereby repealed and re-enacted to read in its entirety as follows:

Sec. 18-12. Amendments to the International Fire Code.

The following amendments to the 2018 Edition of the International Fire Code ("IFC") are hereby adopted:

(A) A new **IFC subsection 102.13** is hereby enacted to read as follows:

102.13 Application of Residential Code. Where structures are designed and constructed in accordance with the *International Residential Code*, the provisions of this Code shall apply as follows:

1. Construction and design provisions: Provisions of this Code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access, and water supplies. Construction permits for systems and equipment utilized in the interior or exterior of the structure shall also apply.

2. Administrative, operational, and maintenance provisions: All such provisions of this Code shall apply.

3. References in this Code to Group R-3 or U occupancies or one- and two-family dwellings and townhouses shall apply to structures under the scope of the *International Residential Code* except as limited by this section.

(B) **IFC Section 109.** IFC Section 109 (Board of Appeals) is amended by deleting the Section in its entirety and replacing it with the following:

113.1 General. The City's Variance Board appointed by the City Council shall serve as the Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provision of this code do not fully apply, or an equally good or better form of construction is proposed. The Board shall not have the authority to waive requirements of this code.

(C) **IFC Subsection 5601.1.3** is hereby amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. The use of fireworks for fireworks displays as allowed in Section 5608.

(D) **IFC Subsection 5704.2.9.6.1** is hereby amended to read as follows:

5704.2.9.6.1 Locations of above-ground tanks. Above-ground tanks shall be located in accordance with this Section.

(E) **IFC Subsection 5706.2.4.4** is hereby deleted in its entirety.

Section 5. Section 18-14 of the Idaho Springs Municipal Code, concerning appeals of the determinations of the City's Fire Code Official, is hereby amended as follows:

Sec. 18-14. Appeals

(A) Appeals of orders, decisions or determinations made by the Fire Code Official relative to the application and interpretation of the Fire Code adopted by this Chapter shall be heard and decided upon by the Variance Board as specified in Section 109 of the 2018 Edition of the International Fire Code, as amended.

Section 6. Section 18-15 of the Idaho Springs Municipal Code, which sets forth penalty provisions applicable to all violations of the City's Fire Code, as adopted and amended by Sections 3 and 4 of this Ordinance, is set forth in full below and is hereby amended as follows:

Sec. 18-15. Penalties for violations of code.

(A) Any person who violates any of the provisions of the Fire Code as adopted and amended herein or fails to comply therewith, who violates or fails to comply with any order made thereunder, who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the required time, shall be subject to the penalties set forth in Section 1-8 of this Code.

(B) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(C) Any person, firm or corporation who commences to erect, construct, enlarge, alter or change the use of any building or other structure within the City without first obtaining all permits required by the fire code shall, in addition to all other applicable penalties, be liable for two (2) times the applicable permit fee for any such required permit(s).

Section 7. Subsection (C) of Section 1-8 of the Idaho Springs Municipal Code, concerning general penalty provisions, applies to all violations of Chapters 18 and 19 of the Code, and is set forth in full below:

(C) Except for the violations of Chapter 17 of this Code specified by paragraph (1) of this Subsection (C) and violations of the Model Traffic Code classified in Chapter 15 as criminal traffic offenses, and as otherwise provided,

violations of any provision of this Code are noncriminal offenses and are civil matters. This Section shall control over any provision in the Code that provides for imprisonment but does not expressly state that the offense is criminal. Trial of noncriminal offenses shall be by the court. No defendant found civilly liable for a noncriminal offense shall be punished by imprisonment for such offense, but may be fined an amount not to exceed two thousand six hundred fifty dollars ($2,650.00). Any person convicted of a criminal violation of any section of this Code shall be imprisoned for a period not to exceed three hundred sixty-four (364) days or fined an amount not to exceed two thousand six hundred fifty dollars ($2,650.00), or both. With respect to violations of this Code which are continuous, a separate offense shall be deemed committed for each day the violation occurs or continues.

(1) Chapter 17 criminal offenses: the entirety of Article II, concerning "Offenses Against the Person;" 17-64, "Discharge of firearms, deadly weapons and destructive devices;" 17-131, "Obstructing Government Operations;" 17-132, "Resisting Arrest;" 17-133, "Obstructing a Peace Officer;" and 17-139 "Threatening Officers of the City."

Section 8. Severability. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 9. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 11th day of May, 2020.

_____

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

_____

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after public hearing and after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 8th day of June, 2020.

_____
Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

_____
Diane Breece, City Clerk

NOTICE OF PUBLIC HEARING ON ADOPTION BY REFERENCE OF: THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE 2017 NATIONAL ELECTRICAL CODE

NOTICE is hereby given that the City Council of the City of Idaho Springs, Colorado, has scheduled a public hearing on an ordinance adopting by reference the 2018 editions of the International Building Code, The International Mechanical Code, The International Plumbing Code, The International Energy Conservation Code, The International Residential Code, The International Fuel Gas Code, The International Swimming Pool And Spa Code, The International Property Maintenance Code, The International Existing Building Code and The 2017 National Electrical Code.

A copy of each Code and Standard referenced herein is on file and available for public inspection during regular business hours at the office of the Idaho Springs City Clerk, 1711 Miner Street, Idaho Springs, Colorado 80452. If adopted by reference by ordinance, the above Codes will not be published in full, but in accordance with state law, a copy of each will remain on file in the City Clerk's Office.

The International Building Code, The International Mechanical Code, The International Plumbing Code, The International Energy Conservation Code, The International Residential Code, The International Fuel Gas Code, The International Swimming Pool And Spa Code, The International Property Maintenance Code and The International Existing Building Code are each published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001. The National Electrical Code is published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269.

The subject matter and purpose of the adopting ordinance and the Codes adopted thereby are technical regulations concerning the construction and maintenance of the structures indicated in the title of each and to provide minimum standards to safeguard life or

limb, health, property, and public welfare by regulating and controlling the construction and maintenance of buildings and building-related systems, in a manner generally conforming to similar regulations throughout the state and the nation.

The public hearing shall take place at the following time and place:

Date: June 8, 2020
Time: 7:00 p.m., or as soon thereafter as may be heard
Place: ***Virtual (Remote) Meeting** – viewable by the public remotely at the following address: https://www.colorado.gov/pacific/idahosprings/city-council-live

The public may sign up to testify at this hearing by emailing the City Clerk at cityclerk@idahospringsco.com or Jonathan Cain at jcain@idahospringsco.com with contact information including name and phone number by 5 PM on June 8, 2020.

Dated this 12th day of May, 2020.

_____
Diane Breece, City Clerk

First publication: May 13, 2020
Second publication: May 27, 2020

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: June 8, 2020
Subject: Administrative Update

Requests for Action:

- None

Updates:

- Jon and I attended on May 20 the Planning Commission meeting regarding the Final Development Plan Phase 1 for the Argo Gondola project.
- Attended on May 26 the periodic Community Meeting regarding the COVID-19 response and recover, closing Miner Street downtown and other topics of interest.
- Attended on May 28 a progress meeting for the design of the new Public Works Facility.
- Met on May 28 with Troy Erikson regarding the reinstallation of the refurbished Blue Star Memorial Highway sign at CRC Park.
- Met on June 3 with representatives of CDOT regarding the impact of I-70 construction on the downtown City parking lots.
- Attended daily City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended twice-weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended weekly Clear Creek County Coronavirus COVID-19 conference calls.
- Attended weekly COVID-19 Policy Group and Recovery and Resilience Subgroup meetings as part of Clear Creek County's Emergency Operations Center.
- Jon attended meetings of the Grant Management and Administration Subgroup under the Policy Group of Clear Creek County's Emergency Operations Center.
- Attended twice-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: June 05, 2020
Subject: Staff Report

- ✓ Mailed 14 short term rental license renewals
- ✓ Received approximately 11 requests for revocable encroachment agreements. Eight have been approved for modification of their liquor premises.
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals

CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: JUNE 8 2020
Re. STAFF REPORT

STREETS & PARKS

General park maintenance
Equipment repair & services
Pothole repair
Sweeping

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter repairs
Manhole inspection

WATER & WASTEWATER

Piping for the aeration system has been installed, the next step is to partially fill the tanks with water to check for leaks and proper operation of the system (Scheduled to start filling the tank the week of the 11th in preparation of testing) Now that we have power these can be tested.

The contractor was unable to test the blowers or the aeration system, the generator they had set up for temporary power did not produce the proper number of amperes for the system.
We are now waiting on Xcel to install meter for permeant power. (Xcel has now installed the power meter; contractors can now schedule testing of all installed electrical systems)
Propane tank for heating was delivered on Thursday the 4th, plumbing for that system will be install on the 6th & 7th of June.

We received the final pay application from ACC for all the bonded street projects, due to some rearraigning of grants and water and wastewater funds we are overspent by 58,000 dollars so far, I have not received HDR Engineering's final invoice yet. We do have over 600K in the RAMP funds to cover the overages.

Late last month we discovered a substantial water leak in the area of 2999 Riverside Drive. The crew spent two days digging in the area. The depth of the water line is beyond the reach of our equipment, we also do not have the proper trench boxes to preform the repair safely. I have contacted ACC to assist in the repair, they will be here the week of the 15th. The funds for this repair will also have to b taken out of the RAMP fund.

This is the big leak we have been looking for. Once it is fixed the water production at the WTP will drop significantly...

This break is not associated with the recent construction work that was completed in the area. The leak was discovered when the crews were cleaning and checking wastewater manholes in the area, water was infiltrating into the sides of the manhole at a high volume.

JOHN BORDONI