



City of Idaho Springs Community Forum

Tuesday, May 26, 2020

6:00 – 7:00 p.m.

Virtual Meeting

City residents, property owners and business owners are invited to this Community Forum sponsored by the City of Idaho Springs to receive information, ask questions and provide comment on topics of community interest, including the Coronavirus COVID-19 Pandemic and a proposal to close three blocks of Miner Street downtown to pedestrians only.

Questions and comments will be accepted from the public through the Zoom Chat Feature or by emailing Jon Cain at jcain@idahospringsco.com.

Please use the link below to join the webinar

<https://us02web.zoom.us/j/81457904631?pwd=Nk80OWs0UTl2QmdlWGZnV0prUHJxdz09>

Password: 563334

On Telephone Dial US: +1 253 215 8782

Webinar ID: 814 5790 4631 | Password: 563334



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
Tuesday May 26, 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 May 26, 2020 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from May 11, 2020
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to May 26, 2020
- VIII. UNSCHEDULED PUBLIC COMMENT**
- IX. PLANNING/COMMUNITY DEVELOPMENT**
 - a) Public Hearing-Mighty Argo Phase One Gondola at Virginia Canyon Mountain Park
- X. CITY ATTORNEY**
- XI. RESOLUTIONS**
 - a) 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 and services.
 - b) **Public Hearing**-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.(The public may sign up for public comment by following the instructions below).
 - c) Discussion and possible action on Resolution No.14, Series 2020; A resolution authorizing Temporary Outdoor Business Operations and the Administrative Processing of Associated City Permits, Licenses and Approvals.
- XII. ORDINANCE FIRST READING**
 - a) 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
- XIII. ORDINANCE SECOND READING**
- XIV. FINANCE OFFICER**
- 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) Staff report submitted with no requests for action.
- XVIII. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with no request(s) for action
- XIX. PUBLIC WORKS: WATER/WASTEWATER**
- XX. COMMITTEE REPORTS**
- XXI. MAYOR and COUNCIL**
- XXII. ADJOURN** to June 08, 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 Friday before this meeting:
[https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment 1.pdf](https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf)

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MAY 11, 2020

The City Council of the City of Idaho Springs held a regular meeting on May 11, 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 7:15 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 and Police Chief Chris Malanka. City Attorney Carmen Beery was not in attendance.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for May 11, 2020. Scott Pennell seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Chuck Harmon moved to approve the minutes of April 27 and May 4, 2020. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

Jim Clark announced that he would be recusing from voting on the Allied Towing bill.

Approval of Bills

Chuck Harmon moved to approve bills to May 11, 2020 except the bills to Allied Towing. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve the bills to Allied Towing. Art Caccavale seconded and the motion passed by a unanimous roll call vote with Jim Clark recusing.

Public Comments

There were no public comments.

Unscheduled Public Comment

There were no unscheduled comments.

Resolutions

Chuck Harmon moved to approve Resolution #11, Series 2020; A resolution approving an intergovernmental agreement with the Colorado Department of Transportation (CDOT) and the Chicago Creek Sanitation District (CCSD) concerning water and sewer system construction, improvement, relocation, maintenance and operation in the I-70 Westbound Peak Period Shoulder Lane area, subject to legal amendments in the future. Bob Bowland seconded and the motion passed by a unanimous roll voice vote.

Ordinance First Reading

Scott Pennell moved to approve Ordinance #6, Series 2020; An ordinance adopting by reference the 2019 editions of the following code; 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 Cod, 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. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

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 four request(s) for action. Chuck Harmon moved to approve \$36,514.33 to Clear Creek County Sheriff's Dept. for contracted dispatch services. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve \$3,259.45 to eForce for annual license, support and hosting. John Curtis seconded and the motion passed by a unanimous roll call vote.

Scott Pennell moved to approve \$6,732 Axon Enterprise. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve MOU with Clear Creek County and Environmental Health for the use of the parking lot in the 1100-1300 blocks of Idaho St. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Public Works/Street and Parks

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

Adjourn

Mayor Pro Tem Bowland adjourned the meeting at 7:40 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Ace Equipment & Supply Co (6)										
170237										
170237	Invoi	gutter broom set	04/30/2020	04/30/2020	270.00	Open	Non		05/20	10-10-6007
Total 170237:					270.00					
Total Ace Equipment & Supply Co (6):					270.00					
Arrowhead Scientific Inc. (1950)										
124278										
124278	Invoi	Evidence Collection Supplies	03/10/2020	03/10/2020	863.47	Open	Non		04/20	10-30-6015
Total 124278:					863.47					
Total Arrowhead Scientific Inc. (1950):					863.47					
Blackwell Oil (284)										
16512										
16512	Invoi	Powerdrive Fuel	03/18/2020	03/18/2020	151.08	Open	Non		04/20	10-10-6012
Total 16512:					151.08					
043020										
043020	Invoi	Fleet Fuel/WasteWater	04/30/2020	04/30/2020	13.60	Open	Non		04/20	52-16-6191
043020	Invoi	Fleet Fuel/Water	04/30/2020	04/30/2020	13.60	Open	Non		04/20	51-15-6191
Total 043020:					27.20					
04302020										
04302020	Invoi	Fleet Fuel Streets	04/30/2020	04/30/2020	2.51	Open	Non		04/20	10-10-6012
Total 04302020:					2.51					
43020										
43020	Invoi	Fleet Fuel/Parks	04/30/2020	04/30/2020	38.46	Open	Non		04/20	10-60-6191
Total 43020:					38.46					
05142020										
05142020	Invoi	Powerdrive Fuel	05/14/2020	05/14/2020	56.65	Open	Non		05/20	52-00-6012
Total 05142020:					56.65					
Total Blackwell Oil (284):					275.90					
Bordoni, John (1414)										
050120										
050120	Invoi	Lease Purchase Agreement 103 1	05/01/2020	05/01/2020	2,500.00	Open	Non		05/20	21-00-7043
Total 050120:					2,500.00					
Total Bordoni, John (1414):					2,500.00					
C & C Machine & Welding (34)										
0028808										
0028808	Invoi	modify waterkey for new valves	05/07/2020	05/07/2020	45.00	Open	Non		05/20	10-60-6207

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 0028808:					45.00					
0028812										
0028812	Invoi	Patch holes in sand spreader	05/12/2020	05/12/2020	80.00	Open	Non		05/20	10-10-5108
Total 0028812:					80.00					
Total C & C Machine & Welding (34):					125.00					
CenturyLink (569)										
3035674474548 520										
3035674474548 520	Invoi	Internet service-Public Works	04/28/2020	04/28/2020	92.94	Open	Non		04/20	10-10-5335
Total 3035674474548 520:					92.94					
1491643123										
1491643123	Invoi	Internet service Water Plant	05/11/2020	05/11/2020	336.71	Open	Non		05/20	51-00-5335
Total 1491643123:					336.71					
Total CenturyLink (569):					429.65					
CIRSA (1511)										
W20352										
W20352	Invoi	2019 Workmen's comp payroll au	05/01/2020	05/01/2020	1,576.33	Open	Non		04/20	10-10-5300
W20352	Invoi	2019 Workmen's comp payroll au	05/01/2020	05/01/2020	1,576.33	Open	Non		04/20	10-20-5300
W20352	Invoi	2019 Workmen's Comp payroll au	05/01/2020	05/01/2020	1,576.33	Open	Non		04/20	10-30-5300
W20352	Invoi	2019 Workmen's comp payroll au	05/01/2020	05/01/2020	1,576.35	Open	Non		04/20	10-60-5300
W20352	Invoi	2019 Workmen's comp payroll au	05/01/2020	05/01/2020	1,576.33	Open	Non		04/20	51-00-5300
W20352	Invoi	2019 Workmen's comp payroll au	05/01/2020	05/01/2020	1,576.33	Open	Non		04/20	52-00-5300
Total W20352:					9,458.00					
W20414										
W20414	Invoi	Deductible	05/13/2020	05/13/2020	282.55	Open	Non		05/20	10-60-5314
W20414	Invoi	Deductible	05/13/2020	05/13/2020	422.03	Open	Non		05/20	10-30-5314
Total W20414:					704.58					
200976										
200976	Invoi	Deductible	05/14/2020	05/14/2020	1,000.00	Open	Non		05/20	52-00-5314
Total 200976:					1,000.00					
Total CIRSA (1511):					11,162.58					
City of Idaho Springs (289)										
051220										
051220	Invoi	Cash from the United Way Fund	05/12/2020	05/12/2020	2,500.00	Open	Non		05/20	10-21-5038
Total 051220:					2,500.00					
052020										
052020	Invoi	Cash from the United Way Fund	05/20/2020	05/20/2020	5,000.00	Open	Non		05/20	10-21-5038
Total 052020:					5,000.00					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
052520										
052520	Invoi	Cash from the United Way Fund	05/25/2020	05/25/2020	3,000.00	Open	Non		05/20	10-21-5038
Total 052520:					3,000.00					
Total City of Idaho Springs (289):					10,500.00					
Clear Creek County Clerk & Rec (61)										
0031919										
0031919	Invoi	recording document	05/11/2020	05/11/2020	13.00	Open	Non		05/20	10-20-5316
Total 0031919:					13.00					
Total Clear Creek County Clerk & Rec (61):					13.00					
Clear Creek Cty Road & Bridge (1278)										
050120										
050120	Invoi	Fleet fuel//Sewer	05/01/2020	05/01/2020	96.36	Open	Non		04/20	52-00-6191
050120	Invoi	Fleet fuel/Parks	05/01/2020	05/01/2020	256.93	Open	Non		04/20	10-60-6191
050120	Invoi	Fleet fuel/Police	05/01/2020	05/01/2020	1,087.85	Open	Non		04/20	10-30-6191
050120	Invoi	Fleet fuel/Streets	05/01/2020	05/01/2020	1,142.78	Open	Non		04/20	10-10-6191
050120	Invoi	Fleet fuel/Water	05/01/2020	05/01/2020	96.35	Open	Non		04/20	51-00-6191
Total 050120:					2,680.27					
Total Clear Creek Cty Road & Bridge (1278):					2,680.27					
Clear Creek Cty Sheriff's Offi (1057)										
1ST QT ISPD										
1ST QT ISPD	Invoi	1st Qtr dispatch services	04/02/2020	04/02/2020	36,514.33	Open	Non		05/20	10-30-5105
Total 1ST QT ISPD:					36,514.33					
Total Clear Creek Cty Sheriff's Offi (1057):					36,514.33					
Clear Creek Surveying (70)										
20-03										
20-03	Invoi	Cemetery Survey	05/07/2020	05/07/2020	4,000.00	Open	Non		05/20	10-10-5107
Total 20-03:					4,000.00					
Total Clear Creek Surveying (70):					4,000.00					
Colorado Analytical Lab (945)										
200504059										
200504059	Invoi	E-coli Testing	05/06/2020	05/06/2020	23.40	Open	Non		05/20	52-00-5201
Total 200504059:					23.40					
200504066										
200504066	Invoi	total coliform P/A compl	05/06/2020	05/06/2020	157.60	Open	Non		05/20	51-00-5201
Total 200504066:					157.60					
200504063										
200504063	Invoi	Monthly Testing	05/11/2020	05/11/2020	291.61	Open	Non		05/20	52-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 200504063:					291.61					
Total Colorado Analytical Lab (945):					472.61					
Common Knowledge Technology (1549)										
51371										
51371	Invoi	Monthly Contract Maintenance	03/01/2020	03/01/2020	743.10	Open	Non		04/20	10-10-5108
51371	Invoi	Monthly Contract Maintenance	03/01/2020	03/01/2020	743.10	Open	Non		04/20	10-20-5108
51371	Invoi	Monthly Contract Maintenance	03/01/2020	03/01/2020	743.10	Open	Non		04/20	10-30-5108
51371	Invoi	Monthly Contract Maintenance	03/01/2020	03/01/2020	743.10	Open	Non		04/20	51-00-5108
51371	Invoi	Monthly Contract Maintenance	03/01/2020	03/01/2020	743.10	Open	Non		04/20	52-00-5108
Total 51371:					3,715.50					
Total Common Knowledge Technology (1549):					3,715.50					
Community Matters Institute (1949)										
CIS-#1										
CIS-#1	Invoi	Planning Services	05/01/2020	05/01/2020	11,868.75	Open	Non		04/20	10-20-5108
Total CIS-#1:					11,868.75					
Total Community Matters Institute (1949):					11,868.75					
Compression Leasing Svcs Inc. (1211)										
343351										
343351	Invoi	Coolant	05/07/2020	05/07/2020	850.64	Open	Non		04/20	51-00-5204
Total 343351:					850.64					
Total Compression Leasing Svcs Inc. (1211):					850.64					
Core & Main LP (959)										
M252150										
M252150	Invoi	Flange	05/01/2020	05/01/2020	196.81	Open	Non		05/20	55-72-7310
Total M252150:					196.81					
M325694										
M325694	Invoi	misc	05/11/2020	05/11/2020	77.12	Open	Non		05/20	51-15-6005
Total M325694:					77.12					
Total Core & Main LP (959):					273.93					
CPS Distributors (395)										
03431177-001										
03431177-001	Invoi	potting soil	05/11/2020	05/11/2020	25.27	Open	Non		05/20	10-21-5039
Total 03431177-001:					25.27					
Total CPS Distributors (395):					25.27					
ELAVON (1295)										
8013550150 420										
8013550150 420	Invoi	Online Check Processing Fees	04/30/2020	04/30/2020	323.47	Open	Non		04/20	10-20-5340

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 8013550150 420:					323.47					
8013629129 420										
8013629129 420	Invoi	OTC Credit card processing fees	04/30/2020	04/30/2020	93.41	Open	Non		04/20	10-20-5340
Total 8013629129 420:					93.41					
Total ELAVON (1295):					416.88					
Fischer Construction (1769)										
13										
13	Invoi	plant expansion project #1	05/01/2020	05/01/2020	401,652.38	Open	Non		04/20	55-72-7310
Total 13:					401,652.38					
Total Fischer Construction (1769):					401,652.38					
Georgetown Market (824)										
42820										
42820	Invoi	Large Nitrile gloves	04/28/2020	04/28/2020	43.47	Open	Non		05/20	10-30-6040
Total 42820:					43.47					
Total Georgetown Market (824):					43.47					
HDR Engineering (1605)										
1200267774										
1200267774	Invoi	#1 Bonded St.	05/11/2020	05/11/2020	2,966.16	Open	Non		04/20	23-00-5103
Total 1200267774:					2,966.16					
1240010777										
1240010777	Invoi	#2 Bonded St.	05/11/2020	05/11/2020	17,517.58	Open	Non		04/20	23-00-5103
Total 1240010777:					17,517.58					
1200268156										
1200268156	Invoi	consulting/colorado blvd/Task ord	05/18/2020	05/18/2020	6,787.49	Open	Non		04/20	20-00-5103
Total 1200268156:					6,787.49					
Total HDR Engineering (1605):					27,271.23					
Hoehn Architects P.C. (1444)										
CPI 2020-1										
CPI 2020-1	Invoi	CPI Conference Parking	02/28/2020	02/28/2020	48.00	Open	Non		05/20	10-20-5225
Total CPI 2020-1:					48.00					
Total Hoehn Architects P.C. (1444):					48.00					
HRS Water Consultants (851)										
17411										
17411	Invoi	Project 05-18.3 water rights	05/11/2020	05/11/2020	544.00	Open	Non		04/20	51-00-5101
Total 17411:					544.00					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total HRS Water Consultants (851):					544.00					
IntelliChoice Inc. (1454)										
1230224										
1230224	Invoi	Annual License, Support	05/06/2020	05/06/2020	3,259.45	Open	Non		04/20	10-30-5105
Total 1230224:					3,259.45					
Total IntelliChoice Inc. (1454):					3,259.45					
Landmark Community Newspapers (64)										
202004										
202004	Invoi	legal notifications	04/01/2020	04/01/2020	380.16	Open	Non		04/20	10-20-5312
Total 202004:					380.16					
202004 SC										
202004 SC	Invoi	Service Charge	04/30/2020	04/30/2020	2.24	Open	Non		04/20	10-20-5312
Total 202004 SC:					2.24					
Total Landmark Community Newspapers (64):					382.40					
McDonald Farms (1588)										
497203-1058										
497203-1058	Invoi	WasteWater Hauled to Landfill	04/30/2020	04/30/2020	703.90	Open	Non		04/20	52-00-5250
Total 497203-1058:					703.90					
Total McDonald Farms (1588):					703.90					
Motorola Solutions (190)										
16094073										
16094073	Invoi	Radio Charger #1011443538	02/18/2020	02/18/2020	182.00	Open	Non		05/20	21-00-6026
Total 16094073:					182.00					
16094260										
16094260	Invoi	Handheld radio #1011443538	02/18/2020	02/18/2020	5,027.45	Open	Non		05/20	21-00-6026
Total 16094260:					5,027.45					
16094512										
16094512	Invoi	Police radio	02/25/2020	02/25/2020	11,525.80	Open	Non		05/20	21-00-6026
Total 16094512:					11,525.80					
Total Motorola Solutions (190):					16,735.25					
Mountain Tool and Feed (1450)										
1233										
1233	Invoi	air filter/cover	05/06/2020	05/06/2020	49.45	Open	Non		04/20	51-15-5205
Total 1233:					49.45					
Total Mountain Tool and Feed (1450):					49.45					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Municipal Code Corporation (194)										
00341937										
00341937	Invoi	codification	05/06/2020	05/06/2020	550.00	Open	Non		05/20	10-20-5322
Total 00341937:					550.00					
Total Municipal Code Corporation (194):					550.00					
Peak Performance (409)										
59142										
59142	Invoi	Copier Meter Bill	05/16/2020	05/16/2020	667.91	Open	Non		05/20	10-20-5309
Total 59142:					667.91					
Total Peak Performance (409):					667.91					
SAFEbuilt Colorado Inc. (1041)										
0067733-IN										
0067733-IN	Invoi	Building Permits	04/30/2020	04/30/2020	503.51	Open	Non		04/20	10-22-5000
Total 0067733-IN:					503.51					
Total SAFEbuilt Colorado Inc. (1041):					503.51					
Sprint (750)										
126852313-221										
126852313-221	Invoi	Cell phone Parks	05/08/2020	05/08/2020	65.85	Open	Non		04/20	10-60-5335
126852313-221	Invoi	Cell phone Public Works	05/08/2020	05/08/2020	194.48	Open	Non		04/20	10-10-5335
Total 126852313-221:					260.33					
Total Sprint (750):					260.33					
Terracon (1692)										
TD59208										
TD59208	Invoi	Structural Steel Inspector	05/09/2020	05/09/2020	591.25	Open	Non		04/20	55-72-7310
Total TD59208:					591.25					
Total Terracon (1692):					591.25					
Timberline Disposal (1467)										
0002214155										
0002214155	Invoi	8yd. fell container	05/01/2020	05/01/2020	248.31	Open	Non		04/20	10-60-5202
Total 0002214155:					248.31					
0002214652										
0002214652	Invoi	Hwy 103 toilet	05/01/2020	05/01/2020	54.17	Open	Non		04/20	51-00-5202
Total 0002214652:					54.17					
Total Timberline Disposal (1467):					302.48					
Tritech Forensics (1951)										
230124										
230124	Invoi	Blood Specimen Kits	02/25/2020	02/25/2020	247.00	Open	Non		05/20	10-30-6015

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 230124:					247.00					
Total Tritech Forensics (1951):					247.00					
USA Blue Book (376)										
123892										
123892	Invoi	sample tests	01/23/2020	01/23/2020	43.50	Open	Non		04/20	51-00-6207
Total 123892:					43.50					
128509										
128509	Invoi	Chlorine	01/28/2020	01/28/2020	387.61	Open	Non		04/20	51-00-6207
Total 128509:					387.61					
209101										
209101	Invoi	Grease control bacteria	04/16/2020	04/16/2020	121.50	Open	Non		04/20	52-00-6207
Total 209101:					121.50					
Total USA Blue Book (376):					552.61					
WEX BANK (1459)										
65032736										
65032736	Invoi	Fleet fuel - Police	04/23/2020	04/23/2020	1,061.15	Open	Non		04/20	10-30-6191
65032736	Invoi	Fleet fuel - wastewater	04/23/2020	04/23/2020	88.59	Open	Non		04/20	52-00-6191
65032736	Invoi	Fleet fuel - water	04/23/2020	04/23/2020	88.59	Open	Non		04/20	51-00-6191
Total 65032736:					1,238.33					
Total WEX BANK (1459):					1,238.33					
Xcel Energy (540)										
683039305										
683039305	Invoi	Street Lights	05/01/2020	05/01/2020	4,483.01	Open	Non		04/20	10-10-6001
Total 683039305:					4,483.01					
683052388										
683052388	Invoi	2040 Miner St.	05/01/2020	05/01/2020	15.47	Open	Non		04/20	10-10-6001
Total 683052388:					15.47					
Total Xcel Energy (540):					4,498.48					
Grand Totals:					547,059.21					

Report GL Period Summary

GL Period	Amount
05/20	75,083.71
04/20	471,975.50

GL Period	Amount
Grand Totals:	547,059.21

Vendor number hash: 53840
Vendor number hash - split: 78166
Total number of invoices: 62
Total number of transactions: 80

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	547,059.21	547,059.21
Grand Totals:	547,059.21	547,059.21

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 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, AND SERVICES.**

WHEREAS, the City Council has established by resolution reasonable fees and charges not otherwise established by ordinance for licenses, permits, and services issued or provided for under various provisions of the Idaho Springs Municipal Code; and

WHEREAS, Section 1-15 of the Idaho Springs Municipal Code provides that such fees shall be set from time to time and said fees shall, at a minimum, be reviewed annually.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY
OF IDAHO SPRINGS, COLORADO:**

Section 1. The fees and charges contained in the Fee Schedule, attached hereto as Exhibit A and incorporated herein, be and hereby are established for licenses, permits and services issued or provided for under the Idaho Springs Municipal Code.

Section 2. Existing resolutions or motions, or parts of resolutions or motions, covering the same matters as embraced in this resolution are hereby repealed, except that this repeal shall not affect or prevent any proceedings pursuant to any resolution or motion herein repealed prior to the effective date of this resolution.

RESOLVED, APPROVED and ADOPTED this 26th day of May, 2020.

CITY OF IDAHO SPRINGS

By: _____
Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

EXHIBIT A
City of Idaho Springs Fee Schedule
Effective March 2, 2007
(Amended Resolution No. 8, Series 2008, Resolution No. 4, Series 2009,
Resolution No 2, Series 2010, Resolution No. 3 & 6, Series 2011, Resolution No. 14 & 25, 2013,
Resolution No. 1, 2014, Resolution No. 4, 2017, Resolution No. 10, 2017, Resolution No. 4, 2019,
Resolution No. 12, 2020)

<u>Description</u>	<u>Fee</u>	<u>Code Reference</u>
Abatement Hearing	\$ 500.00	16-20 ISMC
Admin Staff time, per hour – 1 hour minimum (This fee applies to Open Records requests after the first hour for all time spent for research and retrieval of records)	\$30.00 \$50	1-15(B) ISMC
City Administrator per/hour 1 hour minimum	\$ 45.00 \$65	1-15(B) ISMC
City Planner per hour 1 hour minimum	\$ 40.00 \$60	1-15(B) ISMC
Amusements license		
Per Activity or enterprise annual fee	\$ 100.00	9-51(A) ISMC
Annexation		26-11(a)(9) ISMC
Application Fee	\$ 100.00	
Deposit	\$ 1,000.00 + 150.00 per acre	
Auctioneer license		
Per day	\$ 100.00	9-61(B) ISMC
Bond required, per event	\$ 300.00	9-61(C) ISMC
Blasting/explosives		
Permit	\$ 100.00	18-34(A)(5) ISMC Bond
required, per event	\$500,000.00	18-34(A)(3) ISMC
Building permit (based on value of work)		19-2 ISMC
Permit fee		
\$1 - \$500	\$ 25.85	
\$501 – \$2,000	\$ 25.85/1 st \$500 + \$3.36/addt'l \$100	
\$2,001 - \$25,000	\$ 76.78/1 st \$2,000 + \$15.40/addt'l \$1,000	
\$25,001 - \$50,000	\$ 430.93/1 st \$25,000 + \$11.11/addt'l \$1,000	
\$50,001 - \$100,000	\$ 708.13/1 st \$50,000 + \$7.70/addt'l \$1,000	
\$100,001 - \$500,000	\$ 1,093.13/1 st \$100,000 + \$6.16/addt'l \$1,000	
\$500,001 - \$1 million	\$ 3,557.13/1 st \$500,000 + \$5.23/addt'l \$1,000	
Over \$1 million	\$ 6,169.63/1 st million + \$4.02/addt'l \$1,000	
Plan review fee	65% of permit fee	
Investigation fee	Equal to permit fee with \$100 minimum	
Refunds of Building permit application		
Permit Fee	70% of remaining balance	

Plan Review Fee

No refund

Use Tax 100% before work begins & within 60 days of issuance 8-14(C) ISMC

"Single Stop" Inspections Fee Schedule

PROJECT	INSPECTION FEE
Furnace/Air Conditioner	\$75.00 + use tax
Roof (re-shingle)	\$100.00 + use tax
Water Heater	\$ 25.00 + use tax
Sprinkler System	\$ 75.00 + use tax
Siding or Window Replacement	\$100.00 + use tax
Demolition	\$ 75.00 + use tax

**For window replacement projects where the window sizes are not changing, this fee schedule applies. However, if window sizes are being changed or structural changes are being made to accommodate new windows, it will be necessary for SAFEbuilt Colorado to perform a plan review on the project, and the fees will be based on the total project valuation.

For Manufactured Home fees—see Building Official Contract

For Electrical fees (effective 7/1/08)—see attached schedule

Business license

Annual fee	\$ 75.00	9-2 ISMC
Amendment to license	\$ 25.00	9-3 ISMC
Late renewal penalty		9-16 ISMC
In January (50%) <i>established by ordinance</i>	\$ 37.50	
Each subsequent month (20%) <i>established by ordinance</i>	\$15.00	

Copies

Maps	\$ 10.00	1-15(B) ISMC
Photocopies (per page copied) for 8x11	\$.25	1-15(B) ISMC
For larger size and color	\$ 1.00	
Fax	\$ 3.00	
CD's-each	\$ 5.00	1-15(B) ISMC

Cemetery fees

6-3 ISMC

Purchase fee, per burial plot	
Current or former City resident	\$ 750.00
Current or former County resident	\$ 1,500.00
All others	\$ 5,000.00
Grave opening/closing fee	
Full size	\$ 750.00
Urn	\$ 150.00
Week-end/holiday additional charge	\$ 500.00
Winter fee- full size (November-March)	\$ 1000.00
Winter fee-urn (November-March)	\$ 500.00

Conditional Use Application (deposit for costs)	\$ 500.00	21-11 ISMC
--	-----------	------------

Contractor license		9-135(A) ISMC
General contractor (list sub-contractors on app.)	\$ 100.00	
All other (except electrical)	\$ 100.00	
Electrical contractor	\$ NONE	Charged by state
Bond required (Public Way only)	\$ 5,000.00	9-136 ISMC
Denial or revocation hearing deposit	\$ 500.00	9-141(G) ISMC
Credit Card Processing Fee per transaction,	\$ 5.00 (all types)	1-15 (A) ISMC
Utility Bills (each utility account constitutes a separate transaction), Court Fines & Charges (Excluding bonds), License Fees		
Developer Agreement: Plan & Application Review Fees		24-4(a) (3) ISMC
Applies to all subdivision and annexation proposals.		
		26-11(b) ISMC
Deposit for 3 rd party review expenses	\$ 5,000.00	
Review expenses	Actual costs	
Reimbursement: admin fee	\$Staff costs at \$30 hr	1-15 (B) ISMC
Earth-disturbing permit		23-35 ISMC
Application fee	\$ 100.00	
Plan review fee	\$ 100.00	
Outside consultation deposit	Determined by Public Works Dept.	
Bond required	Determined by Public Works Dept.	
Excavation (Street)/Curb Cut permit	\$ 100.00	13-24(B) ISMC
False Alarm (<i>Effective April 1, 2017</i>)	\$ 20.00	18-3 ISMC
	Burglar or fire	
	<i>More than 3, less than 6</i>	
	\$ 40.00	
	Burglar or fire	
	<i>More than 5, less than 8</i>	
	\$ 80.00	
	Burglar or fire	
	<i>8 or more</i>	
	\$ 50.00	
	Personal emergency response alarm	
	<i>More than 2</i>	
Flood Plain Development permit	\$ 100.00	23-11(B)(9) ISMC
Fireworks Permit	\$ 25.00	
Grease trap inspection		12-55, 12-153, 12-154 ISMC

Basic	\$ 100.00	
Additional staff time	actual cost	
Historic site designation fee	\$ 100.00	1-15(B) ISMC
H.P.R.C. review fee (in addition to other fees)	\$ 100.00	22-4(A)(4) ISMC
Impoundment hearing fee	\$ 100.00	15-9(E)(2) ISMC
Liquor licenses		9-33(A), 9-34 ISMC
All fees	Max. under Colo. Liquor Code	Title 12, Articles 46-48C.R.S.
Modification of Premise	\$ 150.00	
Tasting permit	\$ 100.00	9-36(C)(3) ISMC
Renewal	\$ 100.00	9-36(C)(3) ISMC
Marijuana Business License		
Application fee; per new license	\$ 3000.00	9-155 ISMC
Retail Dispensary, OPC		
License fee; per new license	\$ 2000.00	
Retail Dispensary, OPC		
Annual renewal fee: first license	\$ 2000.00	
Retail Dispensary, OPC		
Additional renewal: per license	\$ 1000.00	
Employee Documentation	\$ 25.00	
(Change of employee applications if not reported within 72 hours. Charges will double if City Clerk has to ask Center for updates.)		
Amendment to the License	\$ 500.00	
Modification of Premise	\$ 500.00	
Change of Location	\$ 500.00	
Change of Ownership	\$ 1875.00	
Movie Production Location Use fee (City Property)	\$ 250.00	
Pawnbrokers		
Initial application	\$ 750.00	9-84 ISMC
Application bond	\$10,000.00	9-91 ISMC
Change in ownership	\$ 100.00	9-87 ISMC
Change of manager	\$ 100.00	9-88 ISMC
Annual renewal application	\$ 100.00	9-89 ISMC
Annual license	\$ 750.00	9-90 ISMC
Transaction fee	\$ 100.00	9-93(A) ISMC
Planning Commission review fee	\$ 100.00	

Returned check charge	\$ 30.00	1-15(B), 12-58 (C) ISMC
River Outfitter permits		
Use permit deposit	\$ 250.00	11-15 ISMC
Use permit fees (per client)	\$ 1.00	11-16(A) ISMC
Late payment penalty		11-16(E) ISMC
On or before November 30 (<i>established by ordinance</i>)	greater of 10% or \$50.00	
Long-term parking fee-annual	\$ 25.00	11-18(3) ISMC
Sign permits		20-34 ISMC
Application fee per business (if no permit on file)	\$ 75.00 (includes variance fee)	
Amendment to permit	\$ 25.00	
Existing signs prior to 1985	\$ 15.00	
Structural Plan review fee	\$ Actual Consultant Costs	
Sign Plan fee	\$ 50.00	
Temporary Signs under 24 sq. ft.	\$ none	
Temporary Signs over 24 sq. ft.	\$ 75.00	
Refund	50% of fee paid up to 90 days	
Short term rental license	\$ 75.00 \$150.00	21-33 (E)(1)(G) ISMC
Short term rental annual renewal	\$ 75.00	
Site Plan – Deposit – (for costs)	\$ 500.00	21-73 ISMC
Solid Waste Container permit-see Dumpster Appl.		
Over 3 cu.yds. (City property/public ROW)	\$ 100.00 annual	14-4(E) ISMC
Container (City property/public ROW)	\$ 50.00 annual	14-5(B) ISMC
Construction container (City property/public ROW)		
\$25 permit fee	\$ 10.00 per day	14-6(B)(1) ISMC
Violation administrative review fee	\$ 100.00	14-8(B)(3) ISMC
Special Event permit		1-15(B) ISMC
Refundable deposit	\$ 100.00	
Application Fee-per day includes vendor's fees	\$ 100.00	
Special Event Liquor barrier	\$ 100.00	Per use-City Crew
Special Event Police	Charged hourly rates at time of event to occur	
Special Police		
Annual license	\$ 100.00	3-12(A), 9-2 ISMC
Investigation fee, per person	\$ 35.00	3-12(E) ISMC
Hearing fee, per person	\$ 35.00	3-12(E) ISMC
Subdivision fees		
Reimbursement plan review fee	\$Actual Consultant Costs	24-56(2)(d) ISMC

Reimbursement plan admin fee, per payment	\$Staff costs at \$30 hr	24-56(3)(i) ISMC
Impact		24-61(A)(1), 24-62(C) ISMC
Per single family lot	\$ 5,000.00	
Per dwelling unit for multi-family housing	\$ 5,000.00	
Per commercial/industrial parking space	\$ 2,500.00	
System impact costs	Based on engineering study	24-61(A)(6)
Conceptual plan (includes Planning Comm. Fee)	\$ 250.00	24-82 ISMC
Preliminary plat	\$ 1,000.00 + \$10 per lot	24-92 ISMC
Impact study cost deposit	\$ 3,000.00	24-92 ISMC
Final plat	\$ 1,000.00 + \$10 per lot	24-112 ISMC
Application for exception to regulations	\$ 1,000.00	24-141 ISMC
Minor subdivision	\$ 500.00	24-154(7) ISMC
Administrative plat amendment	\$ 300.00	24-164(5) ISMC
Site Plan	\$ 500.00	21-73 ISMC
Taxes		
Sales tax	4%	8-3(B) ISMC
Use tax	3%	8-12 ISMC
Telephone company tax, per account in city	\$ 3.00	8-21 ISMC
Utility fees		
Swimming pool permit (over 500 gallons)	\$ 100.00	12-7(A) ISMC
Tapping/inspection fee, per service	\$ 150.00	12-16(C) ISMC
Re-inspection/site visit fee	\$ 100.00	12-16(C) ISMC
New development system review fee	\$ actual cost	12-52 ISMC
Disconnection/Reconnection fee, each	\$ 50.00	12-53 ISMC
Penalty for late payment <i>established by ordinance</i>	10% of amount past due	12-58(B) ISMC
Private fire protection license fee	\$ 50.00	12-113(I) ISMC
Water License Tap fee, plant investment fee		
Inside city limits	\$ 6,845.00 (per EQR)	12-121(B) ISMC
Outside city limits	\$13,690.00 (per EQR)	12-121(B), (D) ISMC
Water Fill Station Usage Permit	\$ 100.00	
Hauled water, per thousand gallons	\$ 20.00	
Hydrant use		12-124 ISMC
Permit	\$ 100.00	
Distribution, per 1000 gallons	\$ 20.00	
Fee to go to premise	\$ 50.00	1-15 (B) ISMC
Owner initiated (ie meter read, leak detection)		
Public Works Fee per hour	\$ 50.00	1-15 (B) ISMC

Public Works Fee per hour (includes equip time)	\$ 100.00	1-15(B) ISMC
Sewer, License Tap, plant investment fee		
Inside city limits	\$ 12,053.00 (per EQR)	12-181(B) ISMC
Outside city limits	\$ 24,106.00 (per EQR)	12-181(B), (D) ISMC
Administrative fee, refund unused investment fee	\$20% of investment	12-121(E), 12-181(E) ISMC
Unreadable meter penalty <i>established by ordinance</i>	\$ 300.00 +service charges	12-122(F) ISMC
Variance Board review fee	\$ 100.00	21-143(A)(2) ISMC
Vehicle Identification Number Verification	\$ 10.00	2-73 ISMC
Vendor/ Solicitor/Peddler		

(1) One (1) day use \$ 25.00 per day

A "daily" license for one (1) day may be issued for up to ten (10) one-day periods, and those days may be consecutive or any ten (10) days within any given thirty-day period.

(2) 2 day Weekend License \$ 50.00 per weekend

(3) 3-day Weekend license \$ 75.00 per weekend

(4) Seasonal license \$ 100.00

A seasonal license shall be for ninety (90) consecutive days.

(5) Annual License \$200.00

An annual license shall be for one (1) full year (three hundred sixty-five (365) days)

Zoning/Rezoning fees

Site plan application, deposit for costs	Actual Consultant costs	21-73 ISMC
Rezoning application	\$ 1,000.00	21-132(C) ISMC
Conditional Use Permit application (deposit for costs)	\$ 1,000.00	21-11(5) ISMC
Variance application <i>includes Variance Board fee</i>		21-143(A)(2) ISMC
No pending violation or construction start	\$ 75.00	
First violation/construction start	\$ 1,000.00	
Second violation/construction start	\$ 1,700.00	
Third violation/construction start	\$ 2,400.00	
Amendment to approved variance	\$ 200.00	
P.U.D. preliminary plan	\$ 600.00	21-158(A)(1) ISMC
Residential per dwelling	\$ 8.00	
Non-residential per 1,000 sq. ft	\$ 8.00	
P.U.D. final plat per each filing	\$ 250.00	21-159(A)(1) ISMC
Residential per dwelling	\$ 2.00	
Non-residential per 1,000 sq. ft	\$ 2.00	

Bi-monthly service charges *established by ordinance* (See Rate Chart)

Water 12-122(C) ISMC

Administrative fee, refund unused investment fee	\$20% of investment	12-121(E), 12-181(E) ISMC
Unreadable meter penalty <i>established by ordinance</i>	\$ 300.00 +service charges	12-122(F) ISM

Vendor/ Solicitor/Peddler

- (1) One (1) day use \$ 25.00 per day
A "daily" license for one (1) day may be issued for up to ten (10) one-day periods, and those days may be consecutive or any ten (10) days within any given thirty-day period.
- (2) 2 day Weekend License \$ 50.00 per weekend
- (3) 3-day Weekend license \$ 75.00 per weekend
- (4) Seasonal license \$ 100.00
A seasonal license shall be for ninety (90) consecutive days.
- (5) Annual License \$200.00
An annual license shall be for one (1) full year (three hundred sixty-five (365) days)

Zoning/Rezoning fees

Site plan application, deposit for costs	Actual Consultant costs	21-73 ISMC
Rezoning application	\$ 1,000.00	21-132(C) ISMC
Conditional Use Permit application (deposit for costs)	\$ 1,000.00	21-11(5) ISMC
Variance application <i>includes Variance Board fee</i>		21-143(A)(2) ISMC
No pending violation or construction start	\$ 100.00	
First violation/construction start	\$ 1,000.00	
Second violation/construction start	\$ 1,700.00	
Third violation/construction start	\$ 2,400.00	
Amendment to approved variance	\$ 200.00	
P.U.D. preliminary plan	\$ 600.00	21-158(A)(1) ISMC
Residential per dwelling	\$ 8.00	
Non-residential per 1,000 sq. ft	\$ 8.00	
P.U.D. final plat per each filing	\$ 250.00	21-159(A)(1) ISMC
Residential per dwelling	\$ 2.00	
Non-residential per 1,000 sq. ft	\$ 2.00	

**THE INFORMATION
FOR THIS PUBLIC
HEARING
CAN BE VIEWED ON THE
CITY'S WEBSITE**



WWW.colorado.gov/idahosprings

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: MAY 26, 2020

PRESENTED BY: BARB COLE
COMMUNITY DEVELOPMENT PLANNER

ITEM:
FINAL DEVELOPMENT PLAN – MIGHTY ARGO PHASE ONE
GONDOLA AT VIRGINIA CANYON MOUNTAIN PARK

FINAL DEVELOPMENT PLAN SUBMITTAL:

This is a request for a Final Development Plan for the following:

1. An aerial gondola with a lower terminal at Riverside Dr. east of the Argo Mill and an upper terminal at the top of the Virginia Canyon Mountain Park (VCMP), near Franklin Mine Road. The gondola will contain 27 cars, each with a capacity of 8 people.
2. A 3-story parking structure with 143 parking spaces adjacent to the west side of the Argo Mill.
3. An "upper landing area" at the top of the Virginia Canyon Mountain Park and on adjacent privately owned property to the west. This upper landing area will contain a gondola terminal and maintenance facility on the City-owned property. On the privately-owned property will be concessions, an observation deck, and outdoor amphitheater.
4. A lower landing area along Riverside Drive near the lower terminal which includes restrooms, a ticket area, food and beverage truck parking, outdoor seating and plaza, and an education and gold panning area.

To aid in the review of this submittal by the City Council and by the public while City Hall is closed to the public and while public hearings must be conducted remotely, there is one copy of the Final Development Plan (24 X 36 full plan set) at City Hall. The full plan set is available for review by appointment only.

Those who review may submit questions or comments and fill in the worksheet provided by City Staff. This will aid staff in preparing to address such questions and comments at the remote public hearing on May 20th, 2020. Please contact Wonder Martell at 303-567-4421 or adminsec@idahospringsco.com to schedule an appointment.

MUNICIPAL CODE REQUIREMENT FOR A FINAL DEVELOPMENT PLAN-21-93(K)(3)

“Site Plan as part of a Planned Development. Site plans as part of Planned Developments are only required to be conceptual in regard to use areas, easement locations, transportation improvements, parking, access locations, building areas, and landscaping as long as there is sufficient detail to determine the proposed development generally conforms to the intent of the PD at time of final development plan.”

FINDING #1: The applicant has met and exceeded all the submittal requirements for a Final Development Plan.

FINDING # 2: The FDP is consistent with the approved Planned Development (PD) zoning.

FINDING #3: The FDP is the appropriate mechanism to document commitments that will need to be completed prior to issuance of any building permit.

PUBLIC-PRIVATE DEVELOPMENT AGREEMENT FOR VCMP

The Final Development Plan for the Mighty Argo & the Virginia Canyon Mountain Park is the next step in developing an economic and recreational anchor development on the east side of Idaho Springs. This project was started in 2016, when City Council approved an enclave annexation of approximately 15 acres or Argo property near the Mill. The second annexation approved by City Council involved properties comprising the upper landing area. Both annexations were accompanied by annexation agreements which outlined commitments that are now addressed in this Phase 1 FDP. In 2017, Argo approach the City about working with them on a gondola that could bring guests and bikes to the top of the park, as well as provide an attraction for tourists. The Argo Team further suggested the dedication of a revenue stream from the gondola that would go to the City to provide funding for the operations, maintenance, and development of the park. (The applicant presently proposes fifty cents of every paid gondola ticket.)

Mutual agreements were required as the City needed access from Riverside Drive across the Argo property to the park, and the Argo Team needed access across the mountain park for the gondola line. The City has also achieved legal access from Franklin Mine Road across properties owned by Mary Jane Loevlie and into the park from the top. The conceptual legal access agreements were approved by City Council and have been recorded.

In 2019, Planning Commission and City Council approved the rezoning of the property, including VCMP to Planned Development (PD). Following the PD approval, development agreements were executed that outline the responsibilities of the Argo Team and the City. The first development agreement pertained to the gondola foundations. This agreement went to the Planning Commission at an October 2, 2019 work session and an October 7, 2019 Council work session. On October 21, 2019, the Council approved this agreement which allows Argo to pour and locate the gondola foundations only – and to remove the same, if approval of the gondola project (this FDP application) is not ultimately obtained. The second development agreement is a general development agreement outlining the responsibilities of the Argo and the City as they work together on the larger Argo – VCMP project. This agreement was brought to the Planning Commission in a November 6, 2019 work session and the Council in a November 4, 2019 work session. The Council approved this second development agreement on November 18, 2019. None of these

prior agreements obligate the Planning Commission or the City Council (nor could they) to approve this FDP application or any subsequent specific land use application/proposal

COMMUNITY MEETING

Held on Nov 13, 2019, materials can be found on the City's website at:

Z:\City\Planning\Developments\REZONE\ARGO\Argo_FDP\Community Meeting

It is important to note that a gondola and the supporting uses is an allowed use per the Planned Development. This is now a land use entitlement which runs with the property. The purpose of this Final Development Plan is not to determine whether a gondola use should be allowed, but whether the FDP as submitted conforms to the Planned Development, the Land Development Regulations and other regulatory standards.

REVIEW CRITERIA FOR THE FDP

Section 21-106.F (1) (Final Development Plan) of the Land Development Regulations states "Final Development Plans shall conform to all use and development standards of the Idaho Springs Municipal Code as well as the Idaho Springs Standards and Specifications for Design and Construction and any underlying Planned Development." Below is a table summarizing the requirements:

LAND DEVELOPMENT REGULATION STANDARDS		
	Regulation	Proposed
Zoning	Planned Development (PD)	
Proposed Use	Gondola, trails, outdoor recreational amenities and supporting retail	Gondola and supporting retail
Setbacks		
Area 1 Lower Landing	5' from Greenway 10' front property line. Gondola – no setback	30' parking structure (see Building Height measurement method 1- this is basically at ground level after removing 15 feet from the waste pile. Gondola in ROW – revocable easement from City Attorney >30' other structures
Area 2 Upper Landing	No setbacks required	> 200' for upper landing structures.
Parking		
	PD requires traffic and parking study to determine parking. Parking study determined 179 spaces required	Total of 191 parking spaces provided 143 in parking deck 12 employee parking spaces

		36 spaces in surface lot including 10 for City and Clear Creek County residents
Maximum Height	Area 1E – 35' (lower landing) Area 1A – 46' (gondola terminal) Area 2B & 2C -35' (upper landing) Tower height	< 35' for parking deck 35' – tallest structure (amenity structure) 40' gondola terminal

STAFF ANALYSIS OF REVIEW CRITERIA

1. Zoning

The FDP complies with the PD zone for the entire property.

2. Site Plan

This Phase One Final Development Plan (FDP) consists of three different elements. The first is the lower landing which includes the gondola terminal, parking structure and supporting retail and accessory uses. The second is the upper terminal, maintenance building, and amenity structures. The third, element is the gondola line consisting of 19 towers spanning from Riverside Drive to the top of the Virginia Canyon Mountain Park.

a. Lower Landing Site Plan

This area is within Use Areas 1E, 1D and 1A of the Planned Development. This area consists of a 3-story parking structure, the gondola terminal, ticket kiosk, pedestrian plaza with outdoor seating, storage, trash enclosure and restrooms. The parking deck will contain 143 parking spaces. Each deck has its own ingress and egress; the three decks are not connected. Two entrance / exits are provided on the existing private road west of the parking deck. Another entrance / exit is provided directly in front of the parking deck from Riverside Drive. In front of the existing visitor's center and "artifact" area are 36 parking spaces. Ten (10) of these parking spaces are reserved for Clear Creek County and Idaho Springs residents and employees visiting the Virginia Canyon Mountain Park. There are 12 employee parking spaces above the Argo Mill accessed from an existing private road (near and above the EPA water treatment facility). Several new structures are proposed in the "artifact" and visitor's center area. This includes 2 food and beverage containers, an ADA restroom trailer and parking for food and beverage trucks just north (interior) of the existing gabion wall (the wall where most parking presently occurs). The trail connection for the Virginia Mountain Park is connected through this area and runs along the existing road which is presently used by tour buses.

The lower gondola terminal is proposed approximately 350 feet east of the existing Argo Mill. It is important to note the current alignment of Riverside Drive does not line up with where the right-of-way presently exists. The gondola terminal is proposed in the City right-of-way. However, Riverside Drive as built is south of the right-of-way in this area. This discrepancy was noticed when the construction of the Clear Creek Greenway and the reconstruction of Riverside Drive recently occurred. Argo Holdings LLC dedicated an easement to the City to ensure legal access for Riverside Drive in this area. An easement was dedicated versus right-of-way because the applicant is still unsure exactly how the Argo development is going to build out, and that could affect the final right-of-way configuration as well as the configuration of the Clear Creek Greenway. As an interim measure, City staff and the Argo team agree that a revocable license agreement will be executed by the parties in a form and substance approved by the City Attorney. This agreement shall be executed prior to the issuance of any building permit for Phase 1 of the FDP.

b. Upper Landing Site Plan

The Upper landing is comprised of just over 33 acres of land of which 2.76 acres will be dedicated to the City to meet the open space requirement. In addition to the upper gondola terminal, this area includes an observation deck, exploratory adventure/artifact area, trestle overlook, promenade, amphitheater, concessions, amenity area, and trails and picnic area.

c. Gondola Site Plan

Sheet 0-10 and Sheet 3-0 show the location of the gondola towers and the gondola elevations. The gondola falls under the review of the Colorado Passenger Tramway Safety Board that regulates aerial tramways, surface lifts, tows, and conveyors for recreational purposes in Colorado. The Board establishes the design, operation, and maintenance standards.

REFERRALS AND PUBLIC MATERIALS

Planning staff has coordinated the scheduling of the referral process and the provision to the public of materials related to the this application. Map, reports, and studies were provided to governmental entities in a timely manner. Referral comments have been addressed by the applicant. See Attachment entitled Referral Comments.

Review of FDP resubmittal based on City comments

During the month of April, City Staff including the City Administrator, City Planner, City Attorney and City Engineer have worked with the applicant to address all Planning, Engineering, Legal and previously recorded commitments found in the Annexation agreements (2), Development Agreements (2), Access Easements (Riverside Drive, Gondola, and Franklin Mine Rd.) and PD zoning.

To assist both Planning Commission and City Council in their review of the application, the following spreadsheet documents how these requirements and commitments have been addressed by the applicant.

FINDING # 4: City Staff recommends approval of the FDP by Planning Commission subject to the following conditions that are beyond the scope of the FDP but for the most part shall be completed prior to the issuance of any building permit.

Finding #5: Staff recommends that the following Table be included as part of the record, and that these commitments be tracked by City staff prior to any building activity.

Planning			
Addresses City Comments	Status	reference	Conditions
Compliant with East End Action Plan/ Municipal Code	Yes- complete	pg. 9 of resubmittal	None- fully addresses intent of East End Plan and Code sections
Dedication of 10% Open Space	Completed- 2.76 acres to be dedicated by plat or boundary survey	pg. 40 of resubmittal	Land dedication will be by plat or easement prior to boundary survey prior to building permit
Adequate Parking and Transportation Improvements	Complete per Code requirements. Traffic study indicates applicant is providing sufficient parking on site- 191 spaces; wayfinding signs, parking management and recent Urban Land Institute (ULI) Technical Advisory Panel (TAP) report recommendations serve to mitigate immediate impact on adjacent neighborhoods.	Traffic Study is included in the submittal as required by Municipal Code- See Section 5	After the first full year of operation, the City and the Argo will review transportation impacts and collectively determine if any adjustments are necessary. The City and Argo each agree to pay 1/2 of the cost of a transportation impact study not to exceed \$5,000 by a transportation engineer selected by the City. This will inform if and when a turn lane from westbound Colorado Boulevard to 23 rd Avenue may be required. The Managed Parking Task Force has already recommended, and the City Council has decided to expand residential permit parking to the

			areas immediately west of the Argo Mill. This study shall be reviewed by the Planning Commission. This is a development partnership. The Argo Gondola and associated parking should be viewed as an anchor development that will create an economic synergy between the historic downtown, the east end commercial area and the Argo.
Access to VCMP Plus 10 parking spaces for the Park dedicated for City and Clear Creek County residents.	Completed- MOU executed to cooperate; Development Agreement executed; conceptual location of all access easements recorded, pg. 61	pg. 6 of resubmittal; agreements attached to resubmittal; See FDP site information table	Prior to issuance of a building permit, the precise, surveyed easements shall be recorded. The 10 dedicated parking spaces for access to VCMP shall be limited to County and City residents. Management of these spaces will be through the parking management company that Argo intends to hire.

Upper Landing- 4 parcels not within City- Applicant is in the process of annexation and for FDP Applicant has provided a letter from County Planning	Issues addressed with letter from County allowing FDP approval.	See FDP Plan set	Applicant will submit an annexation application prior to the first Public Hearing on the FDP on May 20, 2020.
Community Benefit	Completed- Applicant is providing over \$3M in public amenities	pg. 16- See Design Intent	City residents will ride the gondola for free, residents will have better access to VCMP; developer is providing \$3M in amenities as outlined in the Public Improvements Agreement. Additional benefits were outlined in the Public Private Development Agreement
Lighting	Completed- PD zoning specified lighting standards. These are the standards that the applicant must adhere to.	Sheet 02 of the recorded PD; Sheet; Sheet 1-11 of FDP	PD standards include <i>"light spill shall not exceed .06-foot candles from adjacent properties and .03 footcandles from adjacent residential properties. Streetlights and parking lot light poles shall not exceed 30 ft. and shall not exceed a colorado temperature of 3,000 kelvins."</i> Aerial tramway lighting is regulated by the Colorado Passenger Tramway Safety Board and shall meet their safety requirements.
Design	Completed- meets all code requirements and PD zoning	See FDP Plan Set	Design The submitted FDP is consistent with the adopted Design Standards and building height rules.

Maximum Building Coverage/Maximum Height	Satisfies PD Zoning	See Sheet 03 of PD zoning	Maximum coverage was detailed in the PD zoning; the applicant complies with both building height and maximum coverage requirements
Signage	Idaho Springs Sign Standards	See pg. 01 of PD zoning	Signs shall require a sign permit
Landscaping	Satisfies PD Zoning	see Sheets 1-10 and 2-10 of Plan Set	Landscaping conforms to Municipal Code: Sec. 21-231. - Landscape standards.
Recordation of exhibits/Title Commitment/FDP	In progress per City attorney recommendations		Municipal Code requirement of a Title commitment within 30 days of review of an FDP- City Attorney will allow updated Title commitment. Argo shall provide the updated Title commitment prior to the first public hearing on May 20, 2020.
Engineering			
Addresses City Comments	status	reference	Conditions
Utilities- water	Potable water for this phase; Argo to purchase water from City.	pg. 39. of resubmittal	Water system design shall be reviewed by the City Engineer prior to building permit. This system will also be reviewed by the Colorado Department of Health and Environment (CDPHE).
Utilities- wastewater (sewer)	Conceptual design included in text	pg. 20; Item 8.0	Wastewater design shall be reviewed by the City engineer and CDPHE prior to building permit
Utilities-Stormwater/Drainage	City Engineer to concur or suggest alternative- CDPHE must approve	pg. 21,39 and 40 of resubmittal	City Engineer to review drainage plans and final drainage report for both the upper and lower development areas prior to building permit..

Geologic Hazards/Steep Slopes	City Engineer is requiring a review of the Geologic report from Ground Engineering prior to issuance of any building permit.	pg. 24	CGS is reviewing the Ground Engineering report. Their review comments shall be addressed at the time of building permit.
Water quality unit- Utility Separation Concept	See storm drainage		Requires approval by CDPHE and City Engineer prior to building permit. City engineer will work with applicant's engineer to finalize design.
Surface parking - Riverside Drive and employee parking area	Parking spaces must be paved pursuant to 3.9.4 of the City of Idaho Springs Standards and may include a compacted pervious surface or like material.	FDP sheet 1-01	Parking shall be paved prior to opening of the gondola or parking deck whichever occurs first. Employee parking is not public and does not need to be paved due to slope concerns. Gravel is not permitted but City Engineer will consider permeable materials due to need for pervious surface.
<i>Commitments prior to Building Permit from previous approvals (Annexation Agreements, PD and Public Private Development Agreement)</i>			
Annexation Agreement- 2016- Requirement to Plat	In progress per City attorney recommendations	pg. 41	Applicant to complete 'plat light' per City Attorney for the lower landing of Phase 1 prior to building permit, this will include delineation of dedicated acres for open space per Chapter 24 of the Municipal Code which will be delineated by a boundary survey or plat.

Access Agreements and Gondola easement	submitted but conceptual	pg.61	Full legal descriptions attached to previously recorded easements to be recorded prior to building permit; City okay with 30 ft. gondola easements part of a plat for the lower level and updated legal descriptions for the access easements per City Attorney; Applicant to ensure gondola easement allows for access for the City and the Colorado Mountain Bike Association (COMBA) to construct multi-use and dedicated bike trails per approved Master Plan for VCMP
Dedication of roads and utility easements	Final alignment and easements shall be included in subdivision plat	pg. 41	This will be completed prior to Building Permit as outlined by City Attorney

STAFF SUMMARY: The Argo Team has addressed all staff comments and we collectively recommend approval. The above table documenting resolution of issues shall be made part of the record.

PLANNING COMMISSION RECOMMENDATION:

At the special Planning Commission meeting on May 20th, 2020, the Planning Commission voted 4-1 to APPROVE the proposed Mighty Argo Final Development Plan Phase One with the following conditions:

- 1.*** Land dedication of 10 percent open space shall be recorded by plat or easement prior to boundary survey and prior to issuance of a building permit.
- 2.*** Public access easements to the Virginia Canyon Mountain Park shall be surveyed and recorded prior to issuance of a building permit.
- 3.*** The water system design shall be reviewed by the City Engineer prior to issuance of a building permit.
- 4.*** The wastewater system design shall be reviewed by the City Engineer and the CDPHE prior to issuance of a building permit.

- 5.** The stormwater/drainage plans and final drainage report for both the upper and lower development areas shall be review by the City Engineer prior to issuance of a building permit.
- 6.** The Colorado Geologic Survey comments in review of the geologic report from Ground Engineering shall be addressed at the time of building permit.
- 7.** The water quality unit and utility separation concept require approval by the City Engineer and the CDPHE prior to issuance of a building permit.
- 8.** A plat for the lower landing of Phase 1 as specified by the County Attorney shall be completed prior to issuance of a building permit.
- 9.** Annexation of the 4 upper parcels must be recorded prior to building permit on the upper landing.
- 10.** Dedication of roads and utility easements as specified by the City Attorney shall be included in the plat prior to issuance of a building permit.
- 11.** After one year of operation after Phase One, the City and Argo shall equally contribute to a new traffic study to assess the transportation impacts not to exceed \$5000. This will inform if and when a turn lane from westbound Colorado Blvd will be required. This study shall be reviewed by the City and Planning Commission. Applicant agrees to fund turn lane if the study requires the turn lane.
- 12.** A 30 foot-wide Gondola easement shall be included as part of the Lower Landing Survey Plans prior to issuance of a building permit.

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

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**

WHEREAS, the City Council and Planning Commission have authority pursuant to the laws of the State of Colorado and the Idaho Springs Municipal Code (“Code”) to review and approve Final Development Plans (FDPs) for property within the City; and

WHEREAS, Argo Holdings, LLC and Mary Jane Loevlie (collectively, the “Applicant”) have applied to the City for approval of an FDP to govern and further define and regulate the permissible development of what is known as Phase One of the Mighty Argo redevelopment project, specifically including the construction of an aerial gondola, related access and parking structures and features and associated public amenities, all as further described in the application for said Phase One (the “Project”) and in the Staff Report dated May 20, 2020 from Community Development Planner Barb Cole (the “Staff Report”); and

WHEREAS, pursuant to the Code and the PD zoning of the Project area, the area is required to go through an FDP review and approval process for each discrete phase of development that is proposed to occur within the PD zoning area; and

WHEREAS, on May 20, 2020, the Planning Commission reviewed all facts and circumstances relevant to the Project and application (the “Application”) and forwarded its recommendation to the City Council; and

WHEREAS, the Application was scheduled for hearing before the City Council on May 26, 2020, and due notice thereof was given by mailing and posting of the Property as required by the Code; and

WHEREAS, the hearing was conducted on May 26, 2020, at which time all interested parties were afforded an opportunity to be heard; and

WHEREAS, after reviewing all the relevant evidence and testimony, the City Council has determined that the proposed Project and FDP conforms to the use and development standards of the Idaho Springs Municipal Code and the requirements and standards imposed by the PD zoning of the Project area only upon the imposition of certain conditions, as further set forth herein, and therefore desires to conditionally approve the same.

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

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

Section 2. Approval with Conditions. The Application and proposed FDP for the Project are hereby approved with conditions. The approval granted hereby constitutes authorization to construct improvements upon and use the Property only as provided on the approved Final Development Plan and in conformance with the conditions outlined herein.

Any construction or use of the Property contrary thereto shall subject this approval to revocation, in accordance with Section 21-106 of the Code, as existing or as hereafter amended.

The express conditions of approval are as follows:

1. Land dedication of 10 percent open space shall be recorded by plat or easement prior to boundary survey and prior to issuance of a building permit.
2. Public access easements to the Virginia Canyon Mountain Park shall be surveyed and recorded prior to issuance of a building permit.
3. The water system design shall be reviewed and approved by the City Engineer prior to issuance of a building permit.
4. The wastewater system design shall be reviewed and approved by the City Engineer and the CDPHE prior to issuance of a building permit.
5. The stormwater/drainage plans and final drainage report for both the upper and lower development areas shall be reviewed and approved by the City Engineer prior to issuance of a building permit.
6. The Colorado Geologic Survey comments in review of the geologic report from Ground Engineering shall be addressed at the time of building permit.
7. The water quality unit and utility separation concept require approval by the City Engineer and the CDPHE prior to issuance of a building permit.
8. A surveyed plat-like plan set for the lower landing area of Phase 1 (the "Lower Landing Survey Plans") as specified by the City Attorney shall be completed prior to issuance of a building permit.
9. Annexation of the 4 upper parcels must be recorded prior to building permit on the upper landing.
10. Dedication of roads, gondola easement and utility easements as specified by the City Attorney shall be included in the Lower Landing Survey Plans prior to issuance of a building permit.
11. After one year of operation after Phase One, the City and Argo shall equally contribute to a new traffic study, not to exceed \$5000, to assess the transportation impacts. This will inform if and when a turn lane from westbound Colorado Boulevard will be required. This study shall be reviewed by the City and Planning Commission. The applicant agrees to fund the turn lane if the study requires the turn lane.
12. A 30 foot-wide Gondola easement shall be included as part of the Lower Landing Survey Plans prior to issuance of a building permit

Section 3. Approval of Related Public Improvements Agreement. The Public Improvements

Agreement related to this Application, dated May 26, 2020, is hereby approved. The Mayor and Clerk are hereby directed and authorized to execute the same.

Section 4. Duration; Revocation. The FDP approved hereby shall run with the Property until:
(1) surrendered and vacated at the request of the Applicant or their successor(s)-in-interest, as appropriate;
or (2) revoked by the City in accordance with the procedures and standards set forth in the

Code. Failure to use the Property in accordance with the approved FDP for a period of more than two (2) years constitutes default cause to revoke the FDP.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 26th day of May, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT ("Agreement") is hereby made and entered into this 26th day of May, 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 (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 the approved annexation agreements, approved PD Zoning, Master Agreement and as part of the FDP ~~and the Annexation Agreements~~, 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. Notwithstanding the Developer's intention to fund the 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. the items described below.

Construction, reimbursement, acceptance by the City and all other matters generally governing the following public improvements shall be governed by Article V of Chapter 24 of the Idaho Springs Municipal Code ("Code").

2.1.1 Amenities (e.g. restrooms, bike racks, community spaces, street and parking lighting and multi-use trail etc). Developer intends to 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 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 for to increase local City access to the Virginia Canyon Mountain Park (VCMP). These spaces shall be used y-use 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 ~~(connecting the Upper Landing to the Argo Property).~~
TBD. 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-the City shall be responsible for rock fall mitigation in the Park and along the trails within the Park [BCI].

2.1.9. Tree Clearance and Management. Developer shall be responsible for tree clearance and management within the recorded 30ft utility and access easement for related to 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. TBD. In order to secure the performance and completion of all improvements for which Developer is responsible pursuant to this Section 2.1 ("Developer Improvements"), simultaneously with its first application for a building permit to perform work within the FDP, the Developer shall file with the City adequate financial assurance to ensure that the Developer Improvements will be completed. Such assurance may be in the form of cash, letter of credit, a bond, corporate surety, or other financial assurance ("Financial Assurance") approved as to form by the City Attorney. Such financial assurance shall be in the amount of 120% of the estimated cost of the Developer Improvements as set forth in Exhibit A.

Upon conditional acceptance by the City of the Developer Improvements that are to be accepted by the City in accordance with Code Section 24-52, all of the financial assurances except 20% of such costs shall be returned to Developer. —The remaining 20% shall be returned to Developer upon final acceptance of such improvements in accordance with Code Section 24-54.

2.2. Trail System. At such time as the City notifies the Developer that the City intends to advertise for bids for the first phase of construction of the trail system within the Park, The Developer shall agree to advance up to \$400,000 to the City, as indicated in the Budget, to the construction of the trail system within the Park ("Developer Trail Advance"). The Developer Trail Advance shall be deposited with the City not later than thirty (30) days from the City's notice. The 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. The City shall be responsible for all other construction costs of the Park and trail system.

2.3 Gondola Ticket Contribution. In the event the net revenues from the operation of the Gondola are "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 interest expense in a fiscal year. For purposes of this Subsection 2.3 “operating expenses and interest expense” shall mean and include [REDACTED]. 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.

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:

APPROVED AS TO FORM:

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: _____

EXHIBIT A
ESTIMATED BUDGET

[to be attached]

DRAFT

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No 14, Series 2020

**A RESOLUTION AUTHORIZING TEMPORARY OUTDOOR BUSINESS OPERATIONS
AND THE ADMINISTRATIVE PROCESSING OF ASSOCIATED APPLICATIONS FOR
TEMPORARLY LIQUOR LICENSE MODIFICATION OF PREMISES AND
ENCROACHMENT PERMITS**

WHEREAS, on March 10, 2020, the Governor of the State of Colorado declared a statewide state of emergency in response to coronavirus (COVID-19); and

WHEREAS, on March 14, 2020, the President of the United States declared a national emergency in response to the coronavirus (COVID-19); and

WHEREAS, on March 23, 2020, the City of Idaho Springs (“City”), acting by and through its City Council, declared a local state of disaster emergency with respect to the outbreak of COVID-19; and

WHEREAS, for the past two (2) months, the State of Colorado and Clear Creek County, along with many other Colorado counties and local jurisdictions, have issued a series of public health orders, rules and restrictions aimed towards slowing and managing the spread of COVID-19; and

WHEREAS, now, Governor Polis and the State of Colorado have announced their intent to begin gradually lifting some of the restrictions thus far imposed related to COVID-19, commencing with the Governor’s April 27th “Safer at Home” Order, scheduled to expire on May 26, 2020, and projected to continue with further relaxed Executive Order(s) this Memorial Day weekend; and

WHEREAS, the Governor has announced his intent that, as a part of the forthcoming Orders related to COVID-19, restaurants, bars and other businesses that have thus far been closed or restricted to carry-out, curb-side or other delivery service methods may start resuming in-person service within certain social distancing and sanitation restrictions; and

WHEREAS, in preparation for such projected forthcoming State Orders, the State Liquor Enforcement Division (LED) has promulgated Emergency Regulations 47-302.F. and 47- 1102, authorizing – with local approval – the temporary outdoor expansion of liquor licensed premises to accommodate greater service space with appropriate social distancing in compliance with all applicable public health orders; and

WHEREAS, the City Council finds that allowing City businesses, including but not limited to restaurants and bars with City liquor licenses, to temporarily expand their business operations into outdoor areas may assist such businesses in resuming more normalized business operations during this period of transition out of the COVID-19 pandemic; and

WHEREAS, the City Council further finds that providing such assistance to local businesses serves the greater public health, safety and welfare by potentially contributing to and boosting the City sales tax base, upon which all City operations and the City's general fund are heavily dependent; and

WHEREAS, the City Council therefore desires to authorize the temporary expansion of City businesses into outdoor areas, for a limited period of time and in compliance with all applicable State, County and local laws, orders and restrictions, and to further authorize the administrative review, processing and approval of applications for all required City permits, approvals and licenses related thereto, all as further set forth herein.

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

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

Section 2. Temporary Liquor License Modification of Premises.

A. The City Clerk is hereby authorized to administratively review and approve applications to temporarily modify liquor licensed premises that are filed with the City in accordance with State Liquor Regulation 47-302.F.

B. Regulation 47-302.F. has been promulgated in response to the COVID-19 public health emergency and is scheduled to automatically expire 120 days from its issuance, unless extended by subsequent rule or other action of the LED. The effectiveness of any City action or approval taken in accordance with Regulation 47-302.F. shall run concurrently with the effectiveness of the State Regulation and State approval, it being the express intent of both the State and the City that the modifications of premises allowed in response to COVID-19 pursuant to Reg. 47-302.F. are temporary in nature only.

B. The Clerk may administratively approve temporary modification of premises applications filed pursuant to Reg. 47-302.F. only upon findings that the application meets all applicable state, county and local requirements related thereto and that all appropriate fees have been paid.

C. The Clerk shall promptly refer any such application for a temporary modification of premises to the Chief of Police, City Administrator, Public Works Superintendents, Community Development Planner and City Attorney for the expedited review and comment of each affected department.

D. In the event the City Clerk cannot or will not approve an application filed under this Resolution, the Clerk shall automatically and promptly schedule the application for consideration by the City Council, acting as the City Liquor Licensing Authority, in accordance with Idaho Springs Municipal Code ("Code") Section 9-36(D).

Section 3. Temporary City Street and Sidewalk Encroachment Permits. As currently authorized by Code Section 13-10, the City Clerk may administratively review and approve applications for encroachment permits to occupy and use City streets and sidewalks for temporary expanded business operations proposed in accordance with State and/or County Public Health Orders concerning COVID-19.

Notwithstanding any provision of Code Section 13-10, any encroachment permit issued by the Clerk under the authority granted hereby is temporary in nature only and shall expire upon the date specified in the permit approval, which date shall not be later than the expiration date of the State and/or County Public Health Orders related thereto.

RESOLVED, APPROVED, and ADOPTED this 26th day of May, 2020.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk



Dear City Council Members of Idaho Springs,

I, Michael L. Hillman (Mayor), am requesting reimbursement of funds that were used in the recall election in April of 2020. Per State Statute 31-4-504.5(2a) (3), I am entitled to ask the City for reimbursement of these expenses that were paid out as personal funds in a successful outcome. I have determined that there were items that qualify including campaign literature and advertising. I have documented that I spent 3428.00 from my own pocket. The total cost of my campaign was 7228.00. Due to current financial times, I hope the City Council will take positive action on this request.

Thank you for your consideration,

Michael L. Hillman

PRINTING 379.09
ENVELOPES 49.57
STAMPS 352.03
BANNERS 165.94

= 946.63

Expended
3-10-2020

ADVERTISING = 550.00

2-18-2020

YARD SIGNS
PRINTING AND MAILING = 2230.68

3-30-2020

TOTAL 3727.31

Mahaul L. Hillman

50 YARD SIGNS / 5 BANNERS
PRINTING MAILINGS AND POSTAGE

DATE EXPENDED
3-30-2020
COST
2230.68



ATTORNEYS AT LAW

TO: Members of the City Council
CC: Hon. Mayor Hillman
Andrew Marsh, City Administrator
FROM: Carmen Beery
DATE: May 20, 2020
RE: Recall Election: Reimbursement Request

At your May 26th meeting, you are scheduled to consider a request from Mayor Hillman for reimbursement of certain expenses he incurred as a result of the recall election of last month. This memorandum summarizes the law governing that request.

CRS § 31-4-504.5 authorizes a municipal officer who is the subject of a *failed* recall election to seek reimbursement of certain election expenses. Under this statute:

- **Authorized expenses** shall include, but are not limited to, moneys spent in challenging the sufficiency of the recall petition and in presenting to the voters the official position of the incumbent, to include campaign literature and advertising and the maintaining of a campaign headquarters.
- **Unauthorized expenses** shall include, but are not limited to, moneys spent on challenges and court actions not pertaining to the sufficiency of the recall petition; personal expenses for meals, lodging, and mileage for the incumbent; costs of maintaining a campaign staff; reimbursement for expenses incurred by a campaign committee which has solicited contributions; reimbursement of any kind for employees in the incumbent's office; and all expenses incurred prior to the filing of the recall petition.

The officer may file a request for reimbursement with the governing body, who is then charged with reviewing the request. The governing body may then determine to repay authorized expenses by ordinance. If authorized, expenses shall be reimbursed within 45 days of the governing body's receipt of the request.

A draft ordinance has been prepared for your review, reference and potential adoption if you wish. By providing this draft ordinance, Staff is not advocating any particular decision on this matter. The statute leaves this question entirely to the discretion of the City Council. I am happy to answer any questions you may have on Tuesday evening.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 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 CRS § 31-4-504.5

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

WHEREAS, pursuant to C.R.S. § 31-4-501 *et seq.*, a petition seeking the recall of Mayor Michael Hillman was signed by the requisite number of City electors and filed with the City in early 2020; and

WHEREAS, the City scheduled a recall election on the matter in accordance with applicable law and such election was conducted on April 7, 2020; and

WHEREAS, the question of Mayor Hillman's recall was defeated at such election; and

WHEREAS, in accordance with C.R.S. § 31-4-504.5, the Mayor has filed a request with the City Council for reimbursement of certain expenses he personally incurred as a result of said recall election; and

WHEREAS, the remainder of the City Council has reviewed the Mayor's request and has determined that he is eligible under state law for the requested reimbursement and that the request should be granted.

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

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

Section 2. The request for reimbursement of certain specified April 7, 2020 Mayoral recall election expenses submitted by Mayor Michael Hillman, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved. The City Administrator and City Clerk are hereby directed to take all actions necessary to issue payment to Mayor Hillman for the reimbursement authorized hereby.

Section 3. Should any one or more sections or provisions of this Ordinance or of any Code provision 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 provision, the intention being that the various sections and provisions are severable.

Section 4. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that

the repeal of any such Ordinance or Code provision or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 26th day of May, 2020.

Robert Bowland, Mayor Pro Tem

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.

Robert Bowland, Mayor Pro Tem

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

[Mayor Hillman's Request and Expense Detail]

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: May 26, 2020
Subject: Administrative Update

Requests for Action:

- None

Updates:

- Participated on May 7 in the City's first COVID-19 Economic Recovery Task Force meeting. The Task Force is now meeting twice weekly.
- Jon and I participated on May 16 in the annual City-wide Cleanup Day. Approximately 30 residents participated, and an additional 20 residents dropped off unwanted household items. Two large dumpsters donated by Doyle Disposal were filled during the day. The Frothy Cup, Tommyknockers and Smokin Yards also donated food and drink coupons for participants. Special thanks to Jon Cain for organizing this event.
- Jon, Diane, Wonder and I met on May 18 to discuss implementation plans for the City's new website.
- Jon and I attended on May 19 the Historic Preservation Review Commission meeting regarding a Certificate of Appropriateness for installation of a new CO2 tank at Tommyknockers.
- Attended daily management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- 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.

Upcoming Events

- Flowers are scheduled to be delivered on Thursday, June 4!

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: May 22, 2020
Subject: Staff Report

- ✓ Attended the May 20, 2020 Planning Commission meeting
- ✓ Attended the May 19, 2020 HPRC meeting
- ✓ 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: MAY 26 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)
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.

WEST MINER & RIVERSIDE PROJECTS

ACC the contractor for the road construction projects returned on the 21st of April .2020

ACC HAS COMPLETED ALL OF THE ROAD AND UTILITY PROJECTS THAT WERE STARTED IN MARCH OF 2016.
THEIR LAST DAY ONSITE WAS MAY 22ND

JOHN BORDONI