



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
MONDAY, MAY 24, 2021
6:15 P.M.**

WILL BE CONDUCTED AS A REMOTE MEETING

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(b) and (e) to receive legal advice and discuss matters that may be subject to negotiation concerning the City's rights under existing agreements.

ADJOURNMENT



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
May 24, 2021
6:30 p.m.**

- ❖ **Municipal Court update-Judge Goodbee**
- ❖ **Parking Plan update**
- ❖ **Downtown “No Smoking” areas**

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>

Section 12. Parking on certain streets during adverse weather conditions. Vehicles may be parked on the North side of Wall Street from 19th to 23rd Avenue facing east due to the steep slope during inclement weather conditions for reasons of safety.

Section 13. Managed Parking Zones. A “Paid Parking Zone” and a “Residential Parking Zone” are hereby established in the following locations:

(A) Paid Parking Zone

- i. All of Miner Street from Clear Creek in the East to 12th Avenue in the West; and
- ii. 12th-17th Avenues from Center Alley in the North to Interstate 70 in the South; and
- iii. The Parking Lot bounded by the blocks of 16th and 17th Avenues, from Idaho Mall in the North to Interstate 70 in the South “East Lot”; and
- iv. The Parking Lot bounded by the blocks of 16th and 15th Avenues, from Idaho Mall in the North to Interstate 70 in the South “Central Lot”; and
- v. The Parking Lot bounded by the blocks of 15th and 14th Avenues, from Idaho Street in the North to Interstate 70 in the South, “West Lot”; and
- vi. The Parking Lot bounded by the blocks of 13th and 12th Avenues, from Idaho Street in the North to Interstate 70 in the South, “Bustang Lot”; and
- vii. The Parking Lot located on the Southwest Corner of 16th Avenue and Colorado Boulevard, “Resource Center Lot”; and
- viii. Signed Parking Spaces on the East Side of Riverside Drive between Colorado Boulevard to the North and Miner Street to the South, exclusive of the space nearest Colorado Boulevard; and
- ix. Signed Parking Spaces on the South Side of Colorado Boulevard between 17th and 16th Avenues; and
- x. Signed Parking Spaces on the West side of 15th Avenue from Center Alley to the South to Colorado Boulevard at the North; and
- xi. Signed Parking spaces on the South Side of Colorado Boulevard from 14th Avenue in the East to 13th Avenue in the West, except during September May when the spaces will be available during the weekdays when school is in session to registered staff of Carlson Elementary School; and
- xii. Signed Spaces on the North Side of Idaho Street from 14th Avenue in the East to 13th Avenue in the West.

(A) Residential Parking Zone

- i. All the Avenues between 12th-9th from Virginia Street to Miner Street; and
- ii. All the Avenues between 17th and 14th from Colorado Boulevard in the North to Center Alley in the south; exclusive of the west side of 15th Avenue south of Colorado Boulevard; and
- iii. All of Colorado Boulevard from 17th-9th Avenues exclusive of the areas signed for paid parking on the South Side of Colorado Boulevard between 13th and 14th Avenues the north side of Colorado Boulevard from 17th-16th Avenues; and
- iv. All of Virginia Street from 23rd Avenue to 9th Avenue; and
- v. All of Wall Street from 23rd Avenue to 9th Avenue; and
- vi. All of Illinois and all of Placer Street; and
- vii. Miner Street from Clear Creek in the West to Safeway in the East.

- (B) Parking in the Paid Parking Zone shall be limited during the hours of 10 am and 6pm as follows:
- i. To Residents of the City of Idaho Springs who have registered vehicles with the City's Parking Management Company; and
 - ii. To Customers that pay a time-based fee for parking in this zone.
 - iii. Registered Residents of Clear Creek County shall be eligible for 3 hours of free parking in this zone after which time the paid parking schedule will start.
 - iv. Registered Employees of Businesses in the Downtown Area shall be eligible to park for free in the "Bustang Lot" only.
- (C) Parking in the Residential Zone shall be limited as follows:
- i. To Residents of the City of Idaho Springs who have registered vehicles with the City's Parking Management Company.
- (D) The City's Parking Management Company shall cooperate with the City in enforcing Parking Regulations in these parking zones by issuing Notices of Violation and Fee (Violation) to vehicles violating the rules of this parking plan. If Fees are unpaid, the Parking Management Company shall provide the City Code Enforcement Officer with a copy of the Violation and shall complete and sign a verified complaint in a form suitable for filing with the Idaho Springs Municipal Court.

Section 14. Parking Permits.

- A. "City Resident", "Short Term", "County Resident" and "Employee" Permits are hereby established and required for parking in the Paid and Residential Parking Zones of Idaho Springs.
- a. City Resident Permits
 - i. Any person residing within the City Limits of Idaho Springs shall be eligible to register for a "City Resident" permit for vehicles registered to their address to park in the residential permitted zone and the paid parking lots.
 - ii. Residential Permits shall be renewed annually.
 - b. Short Term Permits. Any person residing in the Residential Parking Zone shall be eligible to register vehicles of guests for Short Term permits to park in the Residential Parking Zone.
 - c. County Resident Permits
 - i. Any person residing within the limits of Clear Creek County shall be eligible to register for a "County Resident" permit to park in the paid parking lots.
 - ii. County Permits shall be renewed annually.
 - d. Employee Permits
 - i. Any person with proof of employment at a Business in the City of Idaho Springs shall be eligible to register for an "Employee Permit" to park for free in the Bustang and Resource Center parking lots.
 - ii. Employee permits shall be renewed every 3 months.

Potential Non Smoking Area Downtown



Potential Non Smoking Area related to the Downtown Miner Street Marketplace

- The Proposed Ordinance will not affect Private Property.



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

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
May 24, 2021
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 24, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from May 10, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to May 24, 2021
- VIII. SCHEDULED PUBLIC COMMENT**
- IX. UNSCHEDULED PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
 - a) Resolution #9, Series 2021: A resolution approving an agreement for operation and maintenance of the Idaho Springs Public Library.
 - b) Resolution #10, Series 2021; A resolution approving a Charging Station License Agreement with EV Build, LLC to provide electric vehicle charging stations at approved City parking lot locations.
 - c) Resolution #11, Series 2021; A resolution adopting an amended Parking Plan.
- XIV. ORDINANCE FIRST READING**
- XV. ORDINANCE SECOND READING**
 - a) **Staff report**-Ordinance #06, Series 2021; An ordinance annexing to the City of Idaho Springs certain unincorporated lands located in section 2, Township 4 south , range 73 west of the sixth principal meridian, in Clear Creek County, Colorado to be known as the "Cemetery Annexation to the City of Idaho Springs".
 - b) Ordinance #08, Series 2021; An ordinance adopting a new section 1-19 of the Idaho Springs Municipal Code concerning the collection of delinquent fees and charges.
- XVI. FINANCE OFFICER**
- XVII. CITY ADMINISTRATOR**
 - a) Staff report submitted with one request(s) for action. Move to approve an Agreement for Services with Interstate Parking Colorado for parking management services until June 1, 2024, with the City sharing 50 percent of the net parking revenue with Interstate.
- XVIII. CITY CLERK**
 - a) Staff report submitted with no request(s) for action.
- XIX. POLICE DEPARTMENT**
 - a) No staff report submitted.
- XX. PUBLIC WORKS: STREETS AND PARKS**
 - a) No staff report submitted.
- XXI. PUBLIC WORKS: WATER/WASTEWATER**
- XXII. COMMITTEE REPORTS**
- XXIII. MAYOR and COUNCIL**
 - a) Letter of appreciation
- XXIV. ADJOURN** to June 14, 2021

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/idahospings/city-council-live>

For Scheduled Public Comment, please fill out and return the following form to the City Clerk no later than

Noon (12 P.M.) the Thursday before this meeting:

[https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment 1.pdf](https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf)

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

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

Each Public Comment will be limited to 3 minutes

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
May 10, 2021

The City Council of the City of Idaho Springs held a regular meeting on May 10, 2021. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:15 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, Chuck Harmon, John Curtis, Scott Pennell and Art Caccavale. Also present was City Clerk Diane Breece, Streets/Water/Wastewater Superintendent John Bordon and Police Chief Nathan Buseck. City Administrator Andy Marsh and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for May 10, 2021. Mayor Hillman indicated that Ordinance #5 and Ordinance #7 will be continued to July 12, 2021. Chuck Harmon amended his original motion to continue Ordinance #5 and #7 to July 12. Bowland seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Chuck Harmon moved to approve the minutes of April 26, 2021. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

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

Approval of Bills

Scott Pennell moved to approve bills to May 10 2021 except the bill to Allied Towing. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Scott Pennell moved to approve a bill for Allied Towing for \$438.87. Art Caccavale seconded and the motion passed by unanimous roll call vote.

Public Comment

Samantha Dhyne is requesting a waiver of the special event fee of \$100.00 for the "Poses & Pints" event sponsored by CCMRD. It is the consensus of the Council to waive the fee.

Kelley Flenniken with Block 57 spoke regarding the withdrawal of the development application. She hopes that this project will continue at a future date and looks forward to working with the City and the community to deliver a development which provides the desired accessible market-rate apartments for the workers of Clear Creek County.

Unscheduled Public Comment

None

Resolution and Public Hearing

Mayor Hillman opened the public hearing at 7:40 p.m.

City Planner Mike Davenport presented the staff report outlining the proposed Final Development Plan for 1628 Virginia Street Townhomes.

Public Comment-

Rick Scott stated that the plan is a bad idea. The intersection is too dangerous and will create shading causing ice build-up. The increased traffic is problematic to the neighborhood.

Christina Wienke reiterated what Rick Scott said about the intersection being dangerous due to an increase in pedestrian traffic and automobiles. The 31 ft. tall building that will be created by this project will create more shading and will cause more dangerous icing in the winter.

Vicki Larson stated that she is an 18-year resident and has concerns regarding parking in the neighborhood and feels that the proposed project will have a negative impact to the residents.

Reba Bechtel-stated that she has concerns about density, parking and long term maintenance.

Michael Kastenbaum-stated that he is a strong advocate of affordable housing but does have concerns about icy road conditions in the winter.

Representatives Lisa Cooper and Kathleen O'Leary with Blue Spruce Habitat for Humanity were available to answer questions.

Mayor Hillman closed the public hearing at 8:35 p.m.

Chuck Harmon moved to approve continuing this hearing to May 24, 2021 regarding shading as it relates to icing and public safety. Bob Bowland seconded.

Chuck amended his motion to continue the hearing to June 14 2021. Bob Bowland seconded and the motion passed by unanimous roll call vote.

City Administrator

Staff report submitted with one request(s) for action. Michael Hillman moved to approve a proposal from Studio Seed, in partnership with Dig Studio, HDR and EPS, to develop a Downtown Master Plan for an amount not to exceed \$65,000 from line item 2100-6028. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

.

City Clerk

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

Police Dept.

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

Public Works/Street and Parks

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

Mayor and Council

Mayor Hillman informed Council that the closing of Miner Street for the summer season is moving forward. CDOT is still saying that the back parking lot is still on schedule for opening by Memorial Day. He also announced that the City has hired a City Planner and he will be starting June 1, 2021 and the next job advertisement will be for the ORC for Water/Wastewater. May 21, 2021 is still slated for the Council Retreat at Tommyknockers.

Adjourn

Mayor Hillman adjourned the meeting at 9:19 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Blackwell Oil (284)								
4302021								
4302021	Invoice	Fleet Fuel Streets	04/30/2021	05/30/2021	557.46	Open	04/21	10-10-6191
4302021	Invoice	Fleet Fuel/Parks	04/30/2021	05/30/2021	28.63	Open	04/21	10-60-6191
4302021	Invoice	tax	04/30/2021	05/30/2021	105.71	Open	04/21	10-10-6191
4302021	Invoice	Wholesale credit	04/30/2021	05/30/2021	122.16	Open	04/21	10-10-6191
Total 4302021:					569.64			
Total Blackwell Oil (284):					569.64			
Broomfield Sign Company (1836)								
22370								
22370	Invoice	Downtown Street Signs	12/31/2020	06/01/2021	13,683.00	Open	05/21	21-00-6017
Total 22370:					13,683.00			
Total Broomfield Sign Company (1836):					13,683.00			
Caselle Inc. (287)								
109270								
109270	Invoice	Contract Support	05/01/2021	06/01/2021	168.75	Open	04/21	52-00-5108
109270	Invoice	Contract Support	05/01/2021	06/01/2021	168.75	Open	04/21	51-00-5108
109270	Invoice	Contract Support	05/01/2021	06/01/2021	337.50	Open	04/21	10-30-5108
109270	Invoice	Contract Support	05/01/2021	06/01/2021	337.50	Open	04/21	10-20-5108
109270	Invoice	Contract Support	05/01/2021	06/01/2021	337.50	Open	04/21	10-10-5108
Total 109270:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
3035674474X4282021								
3035674474X4282021	Invoice	Internet service-Public Works	04/28/2021	05/19/2021	102.94	Open	05/21	10-10-5335
Total 3035674474X4282021:					102.94			
222751467								
222751467	Invoice	Internet service Water Plant	05/12/2021	06/11/2021	337.13	Open	05/21	51-00-5335
Total 222751467:					337.13			
Total CenturyLink (569):					440.07			
CIRSA (1511)								
210961								
210961	Invoice	Deductible	05/12/2021	06/11/2021	1,000.00	Open	05/21	10-10-5314
Total 210961:					1,000.00			
Total CIRSA (1511):					1,000.00			
Colorado Analytical Lab (945)								
210216032								
210216032	Invoice	Water Testing	02/17/2021	06/10/2021	98.50	Open	02/21	51-00-5201
Total 210216032:					98.50			
210503069								
210503069	Invoice	Wastewater Testing	05/10/2021	06/10/2021	291.61	Open	05/21	52-00-5201
Total 210503069:					291.61			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
210517043								
210517043	Invoice	total coliform P/A compl	05/18/2021	06/17/2021	98.50	Open	05/21	51-00-5201
Total 210517043:					98.50			
Total Colorado Analytical Lab (945):					488.61			
Colorado Community Media (1981)								
25090								
25090	Invoice	Legals	05/07/2021	06/07/2021	46.80	Open	05/21	10-20-5312
Total 25090:					46.80			
25737								
25737	Invoice	Legals	05/14/2021	06/13/2021	45.60	Open	05/21	10-20-5312
Total 25737:					45.60			
Total Colorado Community Media (1981):					92.40			
Comcast (1486)								
122325963								
122325963	Invoice	New High speed internet for WTP	05/01/2021	06/01/2021	2,559.55	Open	05/21	52-00-5335
Total 122325963:					2,559.55			
Total Comcast (1486):					2,559.55			
DPC Industries Inc. (297)								
737001614-21								
737001614-21	Invoice	Citric Acid	05/11/2021	06/10/2021	891.25	Open	05/21	51-00-6215
737001614-21	Invoice	fuel charge	05/11/2021	06/10/2021	44.56	Open	05/21	51-00-6210
Total 737001614-21:					935.81			
Total DPC Industries Inc. (297):					935.81			
ELAVON (1295)								
CC 4302021								
CC 4302021	Invoice	Credit Card Processing Fees	04/30/2021	05/30/2021	480.94	Open	04/21	10-20-5340
Total CC 4302021:					480.94			
ONLINE 4302021								
ONLINE 4302021	Invoice	Online CC Processing Fees	04/30/2021	05/30/2021	84.63	Open	04/21	10-20-5340
Total ONLINE 4302021:					84.63			
Total ELAVON (1295):					565.57			
Equipment Co of the Rockies (1812)								
1778								
1778	Invoice	tooling rod	05/18/2021	06/17/2021	39.84	Open	05/21	10-10-6150
Total 1778:					39.84			
Total Equipment Co of the Rockies (1812):					39.84			
Fischer Construction (1769)								
1529.32C5072021								
1529.32C5072021	Invoice	DeWatering Project	05/07/2021	06/06/2021	120,554.05	Open	04/21	55-72-7310

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1529.32C5072021:					120,554.05			
Total Fischer Construction (1769):					120,554.05			
Grainger Inc. (134)								
9878321265								
9878321265	Invoice	Heater	04/22/2021	05/22/2021	2,145.74	Open	04/21	52-00-5204
9878321265	Invoice	Thermostat	04/22/2021	05/22/2021	361.02	Open	04/21	52-00-5204
Total 9878321265:					2,506.76			
9881492103								
9881492103	Invoice	Work Boot	04/26/2021	05/26/2021	126.14	Open	04/21	52-00-6040
Total 9881492103:					126.14			
Total Grainger Inc. (134):					2,632.90			
Liberty Communications (1547)								
1927340								
1927340	Invoice	phone service city hall-past due in	01/31/2021	05/30/2021	150.71	Open	05/21	10-20-5303
1927340	Invoice	phone service police - past due	01/31/2021	05/30/2021	150.71	Open	05/21	10-30-5303
1927340	Invoice	phone service public works-Past	01/31/2021	05/30/2021	150.71	Open	05/21	10-10-5303
1927340	Invoice	phone service wastewater-past du	01/31/2021	05/30/2021	75.36	Open	05/21	52-00-5303
1927340	Invoice	phone service water-past due invo	01/31/2021	05/30/2021	75.36	Open	05/21	51-00-5303
Total 1927340:					602.85			
Total Liberty Communications (1547):					602.85			
Municipal Code Corporation (194)								
00357054								
00357054	Invoice	Online Code Hosting	05/04/2021	06/03/2021	550.00	Open	05/21	10-20-5322
Total 00357054:					550.00			
Total Municipal Code Corporation (194):					550.00			
Murray Dahl Beery & Renaud (806)								
5052021								
5052021	Invoice	legal services	05/05/2021	06/04/2021	17,147.70	Open	04/21	10-20-5101
Total 5052021:					17,147.70			
Total Murray Dahl Beery & Renaud (806):					17,147.70			
Napa Auto Parts (198)								
22049317								
22049317	Invoice	Wipers for 2500 Chevy	04/20/2021	05/25/2021	37.22	Open	04/21	10-10-6150
Total 22049317:					37.22			
Total Napa Auto Parts (198):					37.22			
Pitney Bowes (1758)								
PB 5092021								
PB 5092021	Invoice	Postage Equipment	05/09/2021	06/06/2021	114.96	Open	05/21	10-20-5310
Total PB 5092021:					114.96			
Total Pitney Bowes (1758):					114.96			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Professional Management Solutions (1833)								
84544								
84544	Invoice	Financial Services	05/04/2021	06/03/2021	1,680.00	Open	04/21	10-20-5108
Total 84544:					1,680.00			
Total Professional Management Solutions (1833):					1,680.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
0077078								
0077078	Invoice	Building Permits	04/30/2021	05/30/2021	4,487.62	Open	04/21	10-22-5000
Total 0077078:					4,487.62			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					4,487.62			
Sprint (750)								
126852313-233								
126852313-233	Invoice	Cell phone Parks	05/08/2021	06/03/2021	31.52	Open	05/21	10-60-5335
126852313-233	Invoice	Cell phone Public Works	05/08/2021	06/03/2021	209.89	Open	05/21	10-10-5335
Total 126852313-233:					241.41			
Total Sprint (750):					241.41			
Treatment Technology (1078)								
184259								
184259	Invoice	cleaning charge	05/11/2021	06/10/2021	80.00	Open	05/21	51-00-6216
184259	Invoice	Hazmat Delivery	05/11/2021	06/10/2021	67.00	Open	05/21	51-00-6216
184259	Invoice	Sodium hypochlorite solution	05/11/2021	06/10/2021	1,355.20	Open	05/21	51-00-6216
Total 184259:					1,502.20			
Total Treatment Technology (1078):					1,502.20			
VISA (1827)								
532021 PD								
532021 PD	Invoice	Batteries	05/03/2021	05/28/2021	140.03	Open	04/21	10-30-6015
532021 PD	Invoice	Buseck Cards	05/03/2021	05/28/2021	46.12	Open	04/21	10-30-5325
532021 PD	Invoice	Credit voucher for batteries	05/03/2021	05/28/2021	11.03	Open	04/21	10-30-6015
532021 PD	Invoice	Tires 15 ford	05/03/2021	05/28/2021	827.02	Open	04/21	10-30-6192
532021 PD	Invoice	USPS Postage	05/03/2021	05/28/2021	13.60	Open	04/21	10-30-5310
532021 PD	Invoice	USPS Postage	05/03/2021	05/28/2021	4.00	Open	04/21	10-30-5310
532021 PD	Invoice	USPS Postage	05/03/2021	05/28/2021	4.80	Open	04/21	10-30-5310
Total 532021 PD:					1,024.54			
532021 PW								
532021 PW	Invoice	Headlight	05/03/2021	05/28/2021	29.99	Open	04/21	10-10-6022
532021 PW	Invoice	Heater Ignitor	05/03/2021	05/28/2021	49.99	Open	04/21	10-30-5208
532021 PW	Invoice	Tires 13 1500	05/03/2021	05/28/2021	741.60	Open	04/21	10-60-6192
532021 PW	Invoice	Tires 16 2500	05/03/2021	05/28/2021	915.92	Open	04/21	10-10-6192
532021 PW	Invoice	Trash Bags	05/03/2021	05/28/2021	522.00	Open	04/21	10-60-6200
Total 532021 PW:					2,259.50			
532021 WW/W								
532021 WW/W	Invoice	Stainless Steel Sieves	05/03/2021	05/28/2021	337.02	Open	04/21	52-00-5204
Total 532021 WW/W:					337.02			
ADMIN 5032021								
ADMIN 5032021	Invoice	Zoom	05/03/2021	05/28/2021	25.29	Open	04/21	10-20-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
ADMIN 5032021	Invoice	Zoom	05/03/2021	05/28/2021	148.96	Open	04/21	10-20-5108
Total ADMIN 5032021:					174.25			
Total VISA (1827):					3,795.31			
Wagner Equipment Company (270)								
P00C2356619								
P00C2356619	Invoice	Backup Alarm Kit	04/28/2021	05/10/2021	199.64	Open	04/21	10-10-6150
Total P00C2356619:					199.64			
P00C2358167								
P00C2358167	Invoice	Headlight	05/04/2021	06/10/2021	67.66	Open	04/21	10-10-6150
Total P00C2358167:					67.66			
Total Wagner Equipment Company (270):					267.30			
Walker Consultants (1722)								
230076730301								
230076730301	Invoice	Parking Structure Design	04/29/2021	05/28/2021	2,040.00	Open	04/21	21-00-5103
Total 230076730301:					2,040.00			
Total Walker Consultants (1722):					2,040.00			
WFG National Title Insurance Company (1997)								
208704								
208704	Invoice	Refund of over payment on closin	05/07/2021	05/30/2021	95.25	Open	05/21	51-00-3411
208704	Invoice	Refund of over payment on closin	05/07/2021	05/30/2021	80.06	Open	05/21	52-00-3411
Total 208704:					175.31			
Total WFG National Title Insurance Company (1997):					175.31			
Xcel Energy (540)								
730268442								
730268442	Invoice	2040 Miner St	05/03/2021	05/21/2021	15.75	Open	04/21	10-10-6001
Total 730268442:					15.75			
730296976								
730296976	Invoice	Street Lights	05/03/2021	05/28/2021	4,686.03	Open	04/21	10-10-6001
Total 730296976:					4,686.03			
Total Xcel Energy (540):					4,701.78			
Grand Totals:					182,255.10			

Report GL Period Summary

GL Period	Amount
02/21	98.50
05/21	22,327.51
04/21	159,829.09
Grand Totals:	182,255.10

GL Period	Amount
-----------	--------

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

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

RESOLUTION No. 09 , SERIES 2021

A RESOLUTION APPROVING AN AGREEMENT FOR OPERATION AND MAINTENANCE OF THE IDAHO SPRINGS PUBLIC LIBRARY

WHEREAS, the City of Idaho Springs and the Clear Creek County Library District have a mutual desire to maintain and carry on the services of the Idaho Springs Public Library for the citizens of Idaho Springs and the surrounding areas; and

WHEREAS, both parties wish to formalize the conditions under which the current use of the Library Building and the property upon which it is located can be maintained, along with each party's respective responsibilities therefore.

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

The Agreement for Operation and Maintenance of the Idaho Springs Public Library, attached hereto and made a part hereof, is hereby approved. The Mayor is authorized to sign the same on behalf of the City.

RESOLVED, APPROVED, and ADOPTED this 24th day of May, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

AGREEMENT FOR OPERATION AND MAINTENANCE OF IDAHO SPRINGS PUBLIC
LIBRARY

THIS AGREEMENT is made and entered into on this _____ day of _____, 2021, by and between the CITY OF IDAHO SPRINGS (the "City"), a municipal corporation in the State of Colorado and the CLEAR CREEK COUNTY LIBRARY DISTRICT (the "District"), a library district organized and existing pursuant to part 1 of article 90, title 24, C.R.S.

WHEREAS, the Idaho Springs Public Library is housed in a Carnegie Library building (the "Library Building") owned by the City and located upon real property owned by the City, such building and property being located at 219 14th Avenue, Idaho Springs, Colorado, and more fully described as Lot 1, Lot 2 and the east eleven (11) feet of Lot 3 in Block 33, City of Idaho Springs; and

WHEREAS, the District is the owner of all contents of the Library Building; and WHEREAS, the Library Building has served the area as a public library since its construction in 1904; and

WHEREAS, the City and the District have a mutual desire to maintain and carry on the services of the Idaho Springs Public Library for the citizens of Idaho Springs and the surrounding areas; and

WHEREAS, both parties wish to formalize the conditions under which the current use of the Library Building and the property upon which it is located can be maintained, along with each party's respective responsibilities therefor.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. The City shall be responsible for the following:
 - a. Upkeep and repair, including removal of snow, ice and debris, of all sidewalks and driveways.
 - b. Upkeep and maintenance of the landscaping and sprinkler system. The City will pay for the sprinkler system water usage.
 - c. Upkeep and maintenance of the Library Building exterior and structural components.
 - d. One hundred percent (100%) of the costs of any major landscape redesign, or other changes to the Library Building grounds, such work to be determined and implemented exclusively by the City.
 - e. Fifty percent (50%) of the cost of major repairs or replacement of mechanical, electrical, plumbing or heating systems in excess of two thousand five hundred dollars (\$2,500.00) annually, said excess costs to be agreed upon in advance by the parties.
 - f. One hundred percent (100%) of the cost of major improvements that add to the capital value of the building.
2. The District shall be responsible for the following:
 - a. Purchase and maintain, and pay the premiums upon, adequate insurance for general liability and workers' compensation as set forth below, as well as insurance deemed adequate by

the District to insure its personal property stored in the Library Building and grounds. Certificates of Insurance will be provided to the City on an annual basis.

- General Liability. The Library District shall carry Comprehensive General Liability insurance with minimum combined single limits of \$500,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Property and casualty insurance shall be sufficient to effect replacement of damaged or destroyed components of the Library Building and contents. The City of Idaho Springs shall be listed as an additional insured under such policy. The Library District shall provide the City of Idaho Springs with certificates evidencing such insurance.

- Workers' Compensation. The Library District shall carry Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum statutory limits of \$100,000 per occurrence for bodily injury, \$100,000 per employee for bodily injury by disease and a \$500,000 policy limit for bodily injury by disease.

b. Timely payment of all charges for water, sewer and all other utilities for the Library Building, except water usage for the sprinkler system.

c. One hundred percent (100%) of the cost of routine and minor repairs and replacements costing less than two thousand five hundred dollars (\$2,500.00) per repair/replacement. Fifty percent (50%) of the cost of major repairs or replacement of mechanical, electrical, plumbing or heating systems in excess of two thousand five hundred dollars (\$2,500.00) annually, said excess costs to be agreed upon in advance by the parties.

d. Coordination and administration of projects involving the sharing of costs for maintenance or replacement of materials or systems pursuant to Sections 1.e, and 2.c above. It is agreed that three bids shall be solicited for any such work, and said bids shall be presented to the City for approval before any contract is awarded or any work is commenced.

3. Both parties further agree to the following:

a. This agreement shall become effective on the date first set forth above and shall remain in effect until terminated by mutual agreement of the parties, or for material breach in accordance with section 4 below.

b. The Library Building shall be used solely for the purpose of a public library, and no portion thereof shall be sublet to any person, organization or agency.

c. The District shall continue the operation of the Idaho Springs Public Library at the Library Building. Subject to the foregoing, the operations of the said public library shall be as determined and implemented by the District in its sole discretion.

d. Nothing herein contained shall be construed to constitute either party the agent of the other, or in any manner to limit the parties in the carrying on of their own respective activities.

e. Any and all notices between the parties shall be in writing and shall be deemed delivered when mailed to the designated representatives at the respective addresses listed below:

City of Idaho Springs Clear Creek County Library District
Attn: City Administrator Attn: Director

P.O. Box 907 P.O. Box 338
Idaho Springs, CO 80452-0907

Georgetown, CO 80444-0338

f. This Agreement shall be recorded in the real property records of the Clear Creek County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the above-described real property and the Library Building, and shall be binding upon and inure to the benefit of both parties hereto, their successors and assigns.

g. This agreement may be amended only by mutual agreement of the parties, approved by their respective governing bodies.

h. This agreement represents the complete agreement between the parties. Any and all previous leases, agreements or other instruments concerning the property and its operation as a public library are hereby mutually declared null and void.

i. Nothing contained in this agreement shall be construed as requiring the commission of any act contrary to law. In the event that any portion of this agreement shall be held to be invalid or otherwise unenforceable, the entire agreement shall not fail on account thereof, and the balance of the agreement shall continue in full force and effect.

j. The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

4. Termination. Either party may terminate this Agreement for a material default in the other party's performance of this Agreement which default continues and is not cured for a period of thirty (30) days after written notice specifically setting forth the nature of the default has been given to the party allegedly in default (the "noticed party") or, if more than thirty (30) days is reasonably required to cure the alleged default, if the noticed party fails to commence to correct the same within said thirty (30) day period or shall thereafter fail to prosecute the same to completion with reasonable diligence.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR SIGNATURES AND
OFFICIAL SEALS.

CITY OF IDAHO SPRINGS

By: _____

Mayor

CLEAR CREEK COUNTY
LIBRARY DISTRICT

By: _____
President

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

RESOLUTION No. 10, SERIES 2021

**A RESOLUTION APPROVING A CHARGING STATION LICENSE AGREEMENT
WITH EV BUILD, LLC TO PROVIDE ELECTRIC VEHICLE CHARGING STATIONS
AT APPROVED CITY PARKING LOT LOCATIONS**

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a duly organized Colorado statutory city, possessing the authority to regulate the use and occupancy of various City parking lots located throughout the City; and

WHEREAS, EV Build, LLC (“EV Build”) approached the City with a request to locate, maintain and operate a number of electric vehicle (EV) charging stations within one or more City parking lots; and

WHEREAS, the City Council finds that the provision of EV charging stations at readily accessible locations in and around other public parking spaces provides EV drivers an opportunity to access City shops, restaurants and other City attractions in a manner equal to gas vehicle drivers, to the benefit of such drivers and the City alike; and

WHEREAS, the City Council therefore wishes to authorize the location of EV charging stations at approved City parking lot locations upon certain terms and conditions, all as set forth in the attached approved Charging Station License Agreement.

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

The Charging Station License Agreement between the City and EV Build, LLC, attached hereto and made a part hereof, is approved, and the Mayor and City Clerk are authorized to sign the same on behalf of the City.

RESOLVED, APPROVED and ADOPTED this 24th day of May, 2021.

CITY OF IDAHO SPRINGS

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CHARGING STATION LICENSE AGREEMENT

This CHARGING STATION LICENSE AGREEMENT (this “*License Agreement*”), effective as of the date indicated below (the “*Effective Date*”), is between, EV BUILD, LLC , a Kansas limited liability company, with its principal office located at 13851 W. 63rd Street, Suite 301, Shawnee, Kansas 66216 (“*Licensee*”), and CITY OF IDAHO SPRINGS, COLORADO, a Colorado home rule municipal corporation, with its principal place of business located at 1711 Miner Street, PO BOX 907, Idaho Springs, CO, 80452 (“*Host*”). Each of Licensee and Host is a “party,” and together they are the “parties,” to this License Agreement.

A. Pursuant to the ALT Fuels Colorado Electric Vehicle Direct Current Fast-Charging Corridors Grant Program (“Colorado Grant”), the Colorado Energy Office (“CEO”) is providing grant funds to certain parties in order to increase the number of and access to electric vehicle charging stations along major Colorado transportation corridors;

B. ChargePoint, Inc. (“CPI”) has established a business to provide a variety of electric vehicle charging services to owners of plug-in electric vehicles (“EVs”) and is a recipient of certain Colorado Grant funds under applicable agreements with the CEO and subject to the terms of the Colorado Grant;

C. CPI and Licensee have executed, or will execute, an agreement by which CPI has agreed to donate certain electric vehicle charging stations (the “Charging Stations”) and related charging services to Licensee, using Colorado Grant funds, subject to the terms of the Colorado Grant and Licensee has agreed to accept such Charging Stations;

D. Licensee desires to license parking spaces (as more fully described below) from Host for the purpose of installing such **Charging Stations**, as donated by CPI, and providing charging services to EV Drivers and Host desires to license those spaces to Licensee; and

E. This License Agreement sets forth the parties’ agreement with respect to Host’s grant of the License to Licensee, and is subject to the terms and conditions of the Colorado Grant.

AGREEMENT

1. **Grant of License and Consideration.** Host grants to Licensee a limited, non-exclusive license (“*License*”) to use a portion of Host’s property agreed to by the Parties (each such Host location is hereby defined as a “*Host Property*”), for the purposes described in this License Agreement (each parking space identified in an Addendum is a “*Licensed Space*”). **Exhibit A** attached to this License Agreement sets forth the list of potential Host Properties on which Licensee may operate a Charging Station. The final list of Host Properties shall be subject to agreement of the Parties.

As annual consideration for the License, Licensee shall annually pay Host at the rate of three hundred dollars (\$300) per Licensed Space per month for the equivalent of six (6) months. For the Initial Term year, four (4) Licensed Spaces are provided, and therefore the initial term compensation due is Seven Thousand Two Hundred Dollars (\$7,200). Each subsequent year, the annual compensation due per Licensed Space will be increased by five percent (5%), compounded annually.

No later than November 1st of each calendar year during the Term and at least 30 days prior to the commencement of the initial Term, the City shall calculate the projected amount due for the following calendar year and send an invoice for the same to Licensee. Licensee shall pay the invoice no later than December 31st of the year of invoice date. At the same time the City calculates the projected amount due for the subsequent calendar year, the City shall prepare an accounting of the number of Licensed Spaces actually in use during the current calendar year. To the extent the projected amount due for the current calendar year exceeded the actual amount due, a credit for the difference shall be included on the next calendar year’s invoice; to the extent the projected amount due was less than the actual amount, the deficit shall be included on the next calendar year’s invoice.

2. **Term.** Each License of a Licensed Space is for an initial term of ten (10) years (the “*License Term*”) commencing on the Effective Date. Subject to the termination provisions set forth in Section 43 hereof, each License may be renewed for subsequent terms of any mutually agreed upon duration, as evidenced by a writing signed by both Parties.

3. **Licensed Space Use.** Licensee may use each Licensed Space solely for the purposes of installing, maintaining, repairing, and operating, all in accordance with this License Agreement, one or more Charging Stations and the ancillary uses stated in this License Agreement. The number and approximate location of the Charging Stations and Licensed Spaces at any given Host Property is shown in the appropriate Addendum for that Host Property. Each License covers only the applicable Licensed Space and the areas of Host's adjacent property (other than the areas located within any buildings or other structures located on such adjacent property) that are reasonably necessary to provide access to and from that Licensed Space and the Charging Stations, for the purposes stated in this License Agreement. The parties recognize that the License allows a right of use and does not grant an interest in real property. Except as expressly stated otherwise, all personal property placed, installed, or affixed to or otherwise located in any Licensed Space by Licensee is the sole and exclusive property of Licensee.

4. **Charging Models.** Licensee shall select the EV charging stations it receives in each Licensed Space. The number, design, make, model, and manufacturer of each Charging Station are subject to the terms of the agreement between Licensee and CPI Licensee, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in any Licensed Space and, as appropriate. Host shall be given prior written notice of any such upgrade, revision, alteration or swap of the Charging Station; provided that standard software upgrades and defective station maintenance to the Charging Station shall not require written notice to Host. Licensee will require access to Host Property and the Licensed Space to replace or upgrade any Charging Stations during the License Term. Such replacement or upgrade will be Licensee's sole responsibility and will cause minimal disruption to the Host's operation as no additional construction, trenching, repaving, or landscaping will be required.

5. **Installation; Ownership.** Licensee is solely responsible for supervising and performing or causing the performance of the construction and installation activities, including upgrades, for all Charging Stations, subject to the terms of the agreement between Licensee and CPI. Licensee shall schedule the date and time of construction and installation activities with Host in a manner intended not to interfere with Host's business operations. Such schedule shall be binding unless a party provides at least five (5) business days' prior written notice of any need to reschedule. Except in those instances where Licensee is merely replacing Charging Stations, Licensee shall submit detailed plans and specifications (prepared by Licensee's appropriately licensed electrical contractor) relating to the construction and installation of the Charging Station to Host for Host's approval. Host agrees to either approve or deny the submitted plans and construction schedule promptly and use its best efforts to do so within fifteen (15) days. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained, including permits required pursuant to the ordinances, laws and regulations of the Host. Once approved, and on the parties' respective demonstration that all insurance coverages required by this License Agreement are in place, Licensee will, at its sole expense, cause the installation of all Charging Stations, including, to the extent applicable, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all CPI-branded signage, if any, approved by Host in accordance with Section 13 of this License Agreement. Host recognizes that Charging Stations will require the installation of dedicated electrical service, supporting concrete pads, protective bollards and other associated equipment necessary for the safe and effective provision of charging services to EV Drivers. Licensee will, at its sole cost and expense, obtain from applicable governmental authorities, including the Host, all licenses, permits, or other approvals required to install the Charging Stations, and Host will reasonably cooperate (at no out-of-pocket expense to Host) on request with Licensee's efforts to do so. Nothing herein constitutes an agreement or obligation of Host to issue any license, permit or other approval necessary to install the Charging Stations if the application therefor does not satisfy the relevant generally-applicable requirements. On completion of the installation of a Charging Station, that Charging Station is the personal property of Licensee, subject to the terms of the agreement between Licensee and CPI and the Colorado Grant, and is not considered to be a fixture or in any way the property of Host.

Host acknowledges and agrees that Licensee may retain contractors (and such contractors may retain subcontractors) (collectively, "***Contractors***") to perform some or all of Licensee's obligations under this License Agreement or an Addendum. Licensee shall not permit any mechanics' or other liens to stand against the Licensed Space or Host's adjacent property for work or material furnished Licensee. If any mechanic's or materialmen's lien or notice of lien shall at any time be filed against the Licensed Space or Host's adjacent property by reason of work, labor, services or materials performed or furnished to or on behalf of Licensee, Licensee shall promptly cause the same to be bonded or discharged of record. Except during the pendency of any proceedings instituted by Licensee to contest any such lien or notice, if Licensee shall fail to cause such lien or notice of lien to be discharged or bonded within thirty (30) days after the filing thereof, then, in addition to any other rights and remedies available to Host at law, or in equity or under this License Agreement, Host may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Host and all costs and

expenses, including reasonable attorneys' fees, incurred by Host in paying, bonding off or procuring the discharge of such lien, shall be due and payable by Licensee to Host within thirty (30) days of demand therefor.

6. Operation and Maintenance. Except as otherwise provided in this License Agreement, Licensee will, at its sole cost and expense, maintain, operate, and take good care of the Charging Stations, including making all necessary repairs, arrange for appropriate remote monitoring, and obtain and have installed appropriate software and hardware upgrades. In addition, Licensee agrees to keep the Charging Station in good working order and in a safe condition, Notwithstanding the foregoing, all damage or injury to the Charging Stations, whether requiring structural or nonstructural repairs, that are caused by or that result solely from the negligent conduct of Host, or its agents, contractors, employees or invitees, will be repaired by Licensee, but at Host's sole cost and expense, to the condition that existed before the damage. For the purposes of this Section, members of the general public using the Host Property and/or Charging Stations shall not constitute "invitees" of Host. Host shall have no obligation as to the condition or operability of the Charging Station and Licensee hereby waives any claims or cause of action against Host in connection therewith; provided that, Host agrees that it shall permit EV Drivers access to the Licensed Spaces. Host shall ensure that the Licensed Space and the area appurtenant to the Licensed spaces is free and clear of debris to the same extent that Host maintains the remainder of the surrounding Host Property. Host shall maintain adequate lighting for the Licensed Spaces. Host shall provide Licensee at least fourteen (14) days prior written notice of any schedule maintenance or repairs to the Host Property, and reasonably prompt notice of an emergency event at the Host Property, that could have the effect of denying access to the Licensed Spaces.

7. Utility Availability; General Obligations of Host. Host agrees (at no out-of-pocket expense to Host) to reasonably cooperate in the facilitation of the provision of electricity and any other utilities necessary to operate Charging Stations in each Licensed Space, including by granting (for property owned by Host) or consenting to the granting of (for property leased by Host) appropriate easements to local utility providers; provided, however, that Host is not required to pay money to accomplish the provision of those utilities. Neither Host nor Licensee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in any Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in this License Agreement. Host shall, at its sole cost and expense, take commercially reasonable actions to maintain each Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas that support its business conducted at the property adjacent to any Licensed Space. Host shall promptly notify Licensee and, as appropriate, emergency response personnel regarding any malfunction or perceived dangerous condition pertaining to a Charging Station.

8. Utility Metering and Electricity Costs. Licensee shall be responsible for paying the electricity costs associated with the use of the Charging Stations.

(a) **Separately Metered Sites.** Charging stations will be separately metered and Licensee shall pay all electrical bills directly to the utility provider.

9. Casualty and Condemnation

(a) **Damage.** If any Licensed Space or any Charging Station is damaged by fire or other casualty, then Licensee, at its sole option, may elect within thirty (30) days of date of fire or other casualty to terminate the License with respect to that Licensed Space on written notice to Host. If Licensee elects to terminate the License with respect to that Licensed Space, it shall remove all of Licensee's property from the affected License Space and restore the Licensed Space in accordance with Section 17 of this License Agreement.

(b) **Condemnation/Taking.** If any Licensed Space or other nearby space is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Charging Stations, then the parties will use commercially reasonable efforts to find an alternate location for that Licensed Space elsewhere on Host's property. The costs of the relocation of any Charging Station shall be paid by Licensee. Licensee may file a separate claim to the condemning authority for any relocation award made as a result of that condemnation; provided, however, in no event shall such claim reduce the Host's award related to such condemnation or taking. On Licensee's sole election, Licensee may elect to terminate the License with respect to any condemned Licensed Space in lieu of relocation effective as of the date title to the Licensed Space is transferred to the condemning authority.

10. Limitation.

In no event shall either Party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party), whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

11. Insurance.

(a) **Minimum Coverage.** Beginning on the Effective Date and continuing through the License Term, Licensee shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

(i) Workers Compensation Insurance required by applicable state laws; Employers Liability Insurance with limits of not less than \$500,000 each Accident; \$500,000 each Employee – Disease; and \$500,000 Policy Limit-Disease.

(ii) Full replacement Property Insurance (written on an “all risk” basis) for personal property, machinery, equipment and trade fixtures to be insured by Licensee. Licensee shall obtain an endorsement waiving rights to subrogation in favor of Host for losses covered by such Property policy.

(iii) Commercial General Liability insurance covering bodily injury, including death, and property damage (including loss of use thereof), personal/advertising injury, and products and completed operations, with limits of liability not less than the following amounts:

(1) \$1,000,000 Per Occurrence Limit;

(2) \$1,000,000 Personal and Advertising Injury Limit;

(3) \$2,000,000 General Aggregate (Other than Products-Completed Operations); and

(4) \$1,000,000 Products-Completed Operations Aggregate Limit.

(iv) Business Auto Liability Insurance covering all owned, non-owned and hired vehicles, with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(v) Umbrella coverage in the amount of \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Licensee agrees that loss or damage to its owned or leased equipment, tools, or supplies used in performance of this License Agreement will be at Licensee’s own risk.

(c) Any insurance carried by the Host, its officers, employees, contractors or its consultants shall be excess and not contributory insurance to that provided by Licensee.

(d) Licensee shall provide to the Host a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect.. ChargePoint shall provide Host with at least thirty (30) days prior written notice of any material change or cancellation of these policies. The Host reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(e) All Contractors must comply with the requirements of this Section.

12. Indemnification. Licensee shall indemnify, save, and hold harmless the Host, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation

to any act or omission by Licensee, or its employees, agents, Subcontractors, or assignees in connection with this License Agreement.

13. Signage. Licensee shall not paint, place, erect, project, nor cause or permit to be painted, placed, erected, or projected, any sign, mark, or advertising device in, on, or about the Licensed Space or elsewhere on the Host's property without in each case first obtaining Host's written consent (which may be granted or denied in Host's commercially reasonable discretion or in accordance with applicable law). All use of CPI marks shall be subject to CPI's Branding Guidelines, available upon request. Licensee shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and Licensee shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof.

14. Assignment. This License Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Host recognizes that the License is not personal to Licensee. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may assign its rights and obligations in and under the License Agreement to a wholly-owned subsidiary or successor by merger or acquisition at any time and without consent, provided further that such assignee agrees to be bound by the terms of this License Agreement; provided further that, Licensee may assign its rights and obligations in and under this License Agreement to CPI at any time and without consent.

15. Taxes. Licensee is solely responsible for personal property taxes imposed on Charging Stations, and any other equipment installed by it, that are located in a Licensed Space. All other real or personal property taxes related to each Licensed Space are the sole obligation of Host. Each party is responsible for its own income, franchise, margin, and similar taxes.

16. Representations. Each of Host and Licensee hereby represents and warrants to the other that it has the authority to enter into this License Agreement that this License Agreement is not in contravention of any other License Agreement or contract or obligation of Licensee or Host.

17. Licensed Space on Termination. Host hereby grants Licensee the right, upon the termination of this License Agreement, to enter upon the Licensed Space within 30 days after such termination and to remove any and all Charging Stations as well as any other ancillary property of Licensee relating thereto. Licensee shall restore the Licensed Spaces to the same condition as prior to this License Agreement or in a better condition. Upon removal, Licensee shall ensure that all wiring is capped and left in a safe condition that is in compliance with all applicable laws. Licensee shall coordinate the removal of the Charging Stations with Host.

18. Recordation. Licensee may not record any memorandum or other documentation in the public registries that reflects Licensee's rights and its ownership of any property pursuant to this License Agreement without first obtaining Host's consent (and the consent of any lessor of Host) in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

19. Access; Construction. Subject to any restrictions and limitations on construction and access to the Licensed Space set forth in Section 6 above, Licensee may use each Licensed Space and Host's adjacent property for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, and Host. Only those materials and equipment that are being used directly in the construction and installation of Charging Stations shall be brought to and stored on that Licensed Space and its adjacent areas. Licensee shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host's adjacent property.

20. Intellectual Property. As used in this License Agreement, "*Intellectual Property*" means all copyrights, patents, trademarks and service marks/names, all registrations for copyrights, patents, trademarks and service marks/names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this License Agreement, or through analysis of that information, data or knowledge. The parties agree that, as between them, Licensee has and retains ownership of all copyrights, trade secrets, patents, and other intellectual property rights in Licensee's Intellectual Property, and Host has no right, and may not obtain any right, in any Licensee Intellectual Property other than the specific trademark license granted pursuant to this License Agreement.

21. Confidentiality Covenant. In connection with their discharge of duties and responsibilities under this License Agreement, each of Licensee and Host may provide to the other certain confidential or proprietary information not publicly known. Licensee and Host agree to treat any confidential or proprietary information (as defined below) in the manner required by this License Agreement. The Licensee expressly recognizes that Host is subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*, and such Act may govern the disclosure of confidential information by the Host, regardless of the provisions in this Section.

(a) **Confidential Information.** The term “Confidential Information” includes all information, data and knowledge concerning either party, including soft or electronic copies of data, the party’s Intellectual Property or its operations, regardless of form, that is delivered or disclosed, in connection with the undertakings of the License Agreement by or on behalf of either party to the recipient in writing, electronically, orally or through visual means, or by which the recipient learns or obtains orally, through observation or through analysis of such information, data or knowledge; provided, however, if such information is oral or visual, it must be identified as secret, confidential or proprietary prior to disclosure and is summarized in a writing marked secret, confidential or proprietary and delivered within ten (10) days following the oral or visual disclosure or must, due to its nature or the context of its disclosure, be the sort of information that the recipient should reasonably deem to be confidential. Confidential Information does not include information that (i) was or becomes generally available to the public other than as a result of a disclosure by the recipient, (ii) was or becomes available to the recipient from a source other than either party or its Affiliates, so long as that other source is not bound by a confidentiality agreement regarding that information, (iii) was within the recipient’s possession before the information was furnished to the recipient by the other party, or (iv) is independently developed by the recipient, provided that the development was by or on its own behalf without the use of, or any reference to, any Confidential Information.

(b) **Respecting Confidentiality.** Each party agrees to keep Confidential Information confidential. Each party agrees that it will not provide any Confidential Information to a third party, including, without limitation, the fee owner or ground lessee of any Licensed Space or proposed Licensed Space, unless the other party to this License Agreement has approved that in writing, and the third party is advised of and agrees to be bound by the provisions of this Section 21. Within fifteen (15) days of written request following a breach by the other party of the License Agreement, or on termination of the License Agreement, the recipient shall promptly return to the disclosing party all written or other tangible manifestations of material containing Confidential Information, and will not retain any copies.

(c) **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

22. Independent Contractors. The parties shall act as and be independent contractors in the performance of this License Agreement. Nothing in the License Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this License Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

23. Independent Agreements. The parties acknowledge and agree that the rights and obligations under the License Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between Licensee and Host.

24. Notice. Any notice provided or permitted to be given under the License Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to Licensee:

EV Build LLC
13851 W. 63rd Street
Suite 301
Shawnee, Kansas 66216

Attn: Jim Frank

With a copy to (which shall not constitute notice):

ChargePoint, Inc.
254 East Hacienda Avenue
Campbell, CA 95008
Attn: General Counsel

If to Host:

City of Idaho Springs:

Attn: City Administrator
1711 Miner Street
PO BOX 907
Idaho Springs, CO, 80452

With a copy to (which shall not constitute notice):

Carmen Beery
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

With a copy to (which shall not constitute notice):

ChargePoint, Inc.
254 East Hacienda Avenue
Campbell, CA 95008
Attn: General Counsel

Each party may change its address for notice by giving notice thereof to the other party.

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

26. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Host not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. Licensee expressly recognizes that any financial obligation of the Host beyond the current fiscal year may violate the Colorado Constitution and the Host is not waiving the right to raise the restriction of the Colorado Constitution as a defense to any claim for payment under this License Agreement or as a basis to termination without cause upon reasonable notice.

27. Waiver. The failure of a party to insist on strict performance of any provision of the License Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

28. Severability. If any term of this License Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire License Agreement. Instead, this License Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this License Agreement shall remain in full force and effect as reformed.

29. **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Colorado without giving effect to conflict of law rules. The parties further agree that all actions brought under this License Agreement shall be brought in a court of competent jurisdiction in Clear Creek County.

30. **Construction.** The headings in this License Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this License Agreement or any other provision hereof. When the context requires, the gender of all words used in this License Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

31. **Counterpart Execution.** This License Agreement may be executed in counterparts, which together will constitute one and the same agreement. Each party will have the right to rely on a facsimile or electronic signature on this License Agreement, and such signature shall be deemed an original signature for purposes of validity of this License Agreement. The parties agree that signatures that are transmitted electronically, including both facsimile and manual signatures, shall be binding as of the date signed and to the same extent as original signatures.

32. **Successors and Assigns.** Except as otherwise provided, this License Agreement shall apply to, and is binding on, the parties hereto, their respective successors and permitted assigns, and all persons claiming by, through, or under any of these persons.

33. **Written Amendment.** This License Agreement may not be modified except by a written agreement signed by both parties.

34. **Cumulative Rights.** The rights and remedies provided by this License Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under Applicable Law, in equity or otherwise.

35. **Further Assurances.** Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this License Agreement.

36. **Survival.** Sections 5, 9, 10, 12, 15, 17, 22, 23 and 32 shall survive the expiration, termination or cancellation of this License Agreement, regardless of reason.

37. **No Third Party Beneficiary.** This License Agreement does not confer any rights or remedies on any Person other than the parties and their respective successors and permitted assigns.

38. **Warranties.** The parties represent and warrant that each has the authority, power, and rights necessary to perform its obligations under this License Agreement, without violating the rights of any other party or applicable laws.

39. **Drafting Party.** This License Agreement expresses the mutual intent of the parties to this License Agreement. Accordingly, the rule of construction against the drafting party has no application to this License Agreement.

40. **Incorporation of Exhibits.** All documents or items attached to, or referred to in, this License Agreement are incorporated into this License Agreement as fully as if stated within the body of this License Agreement.

41. **Other Relationships.** Notwithstanding the foregoing, this License Agreement is expressly made subject to, and does not interfere with or alter, any existing relationships or contractual obligations between each party (or its Affiliates) and its partners, clients, service providers and other third parties. Neither party is prohibited from honoring any of these existing relationships or contractual obligations that otherwise may conflict with any term of this License Agreement.

42. **Force Majeure.** Neither party is responsible for any delay or failure in performance of any part of this License Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the

party's control. The License for the affected Licensed Space may be terminated without a Termination Fee or any other penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

43. Termination

For Convenience. This License Agreement or the License for a particular Licensed Space may be terminated for convenience by either Party upon one hundred twenty (120) days' written notice.

For Cause. This License Agreement or the License for a particular Licensed Space may be terminated for cause by either party in the event of the following:

(a) **Breaches.** The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice, except for those breaches and failures to perform which cannot be cured within thirty (30) days in which case the breaching party shall have such time as is necessary, but not to exceed ninety (90) days, to cure such breach or failure to perform provided that the breaching party has commenced the cure within ten (10) business days after receipt of written notice and diligently pursues such cure until completion.

(b) **Assigns.** The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this License Agreement in a manner prohibited by this License Agreement.

(c) **Insolvency.** The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

(d) **Uneconomic Purpose.** If any time after the sixth year anniversary of this Agreement, Licensee in its sole discretion determines that the Charging Stations cannot be operated at a profit, Licensee shall have the right to terminate this License by providing thirty (30) days prior written consent to Host.

Upon any purported termination for cause by Host or Licensee, the Parties shall meet and confer within thirty (30) days of the notice of termination in an attempt to avoid such termination.

44. Compliance with Laws. Licensee is responsible for and does represent that it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes), applicable to Licensee's use of the Licensed Space, this License Agreement or to the performance thereof and as may be applicable to Licensee's operation and ownership of the Charging Station.

[Signature page(s) follow]

SIGNATURE PAGE TO CHARGING STATION LICENSE AGREEMENT

EXECUTED this _____ day of _____, 2021.

HOST

CITY OF IDAHO SPRINGS, COLORADO

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

Licensee

EV Build, LLC

By: _____

Name: Jim Frank

Title: CEO

APPROVED BY CHARGEPOINT LEGAL

By: _____

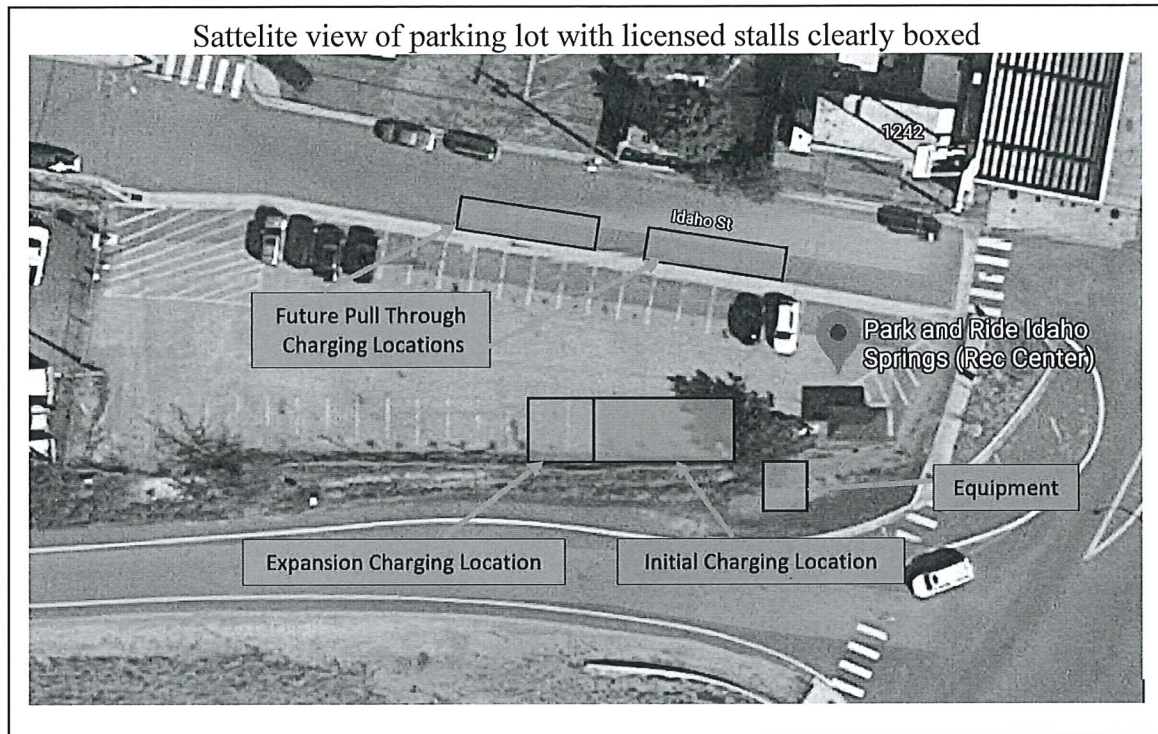
Name: _____

Title: _____

Date: _____

Exhibit A – Licensed Spaces

Figure A1 Parking lot site plan above shows



ws the location context for the planned section of the Parking facility for the ChargePoint Express equipment installation.

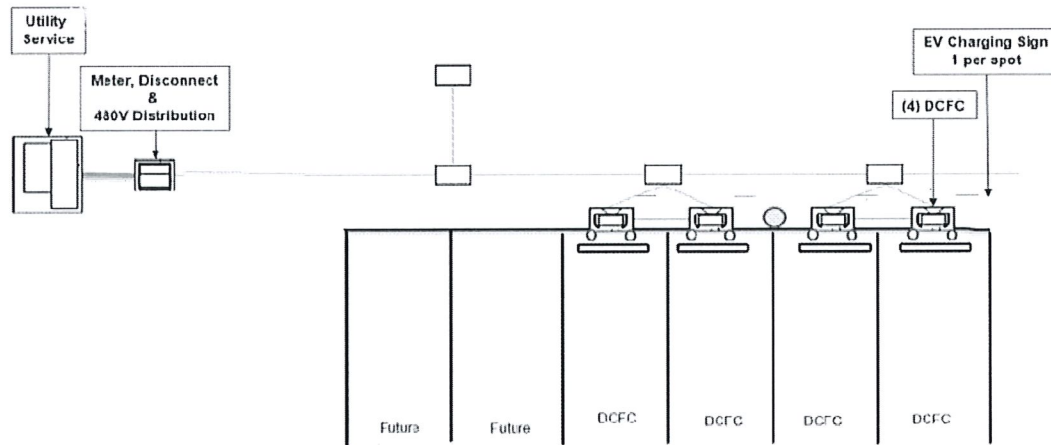


Figure A2 EVSE design above shows details for the ChargePoint electric vehicle supply equipment installation. Site specific details will be confirmed with engineered design and utility coordination.

EXHIBIT B to LICENSE AGREEMENT

CEO AND COLORADO GRANT TERMS AND CONDITIONS

1. INSURANCE

Licensee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Licensee employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any damage to premises rented to you limit (any one premises).

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be included as additional insured on commercial general liability policy (leases and construction contracts require additional insured coverage for completed operations) required of Licensee and Subcontractors.

E. Primacy of Coverage

General Liability and Automobile Liability shall be primary over any insurance or self-insurance program carried by Licensee or the State.

F. Cancellation

Licensee will endeavor to provide written notice to the State thirty (30) days prior to any cancellation with the exception of non-payment which can then be ten (10) days.

G. Subrogation Waiver

Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies secured or maintained by Licensee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive rights of recovery under subrogation or otherwise against Licensee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Licensee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Licensee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Licensee shall ensure that the Subcontractor maintain at all times during the terms of this Licensee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each commercial insurance plan provided by Licensee under this Agreement, Licensee shall provide to the State certificates evidencing Licensee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Licensee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Licensee's subcontract is not in effect as of the Effective Date, Licensee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Licensee's execution of the subcontract. Within 15 following the expiration date of Licensee's or any Subcontractor's coverage, Licensee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Licensee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

2. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S.

A. Colorado Open Records Act Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.

B. Indemnification

General Indemnification

Licensee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Licensee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

3. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other

provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

4. INDEPENDENT CONTRACTOR

Licensee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Licensee nor any agent or employee of Licensee shall be deemed to be an agent or employee of the State. Licensee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Licensee or any of its agents or employees. Unemployment insurance benefits will be available to Licensee and its employees and agents only if such coverage is made available by Licensee or a third party. Licensee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Licensee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Licensee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW.

Licensee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 11, Series 2021

A RESOLUTION ADOPTING AN AMENDED CITY PARKING PLAN

WHEREAS, pursuant to Article 15, Title 31, C.R.S., the City Council possesses the authority to adopt rules and regulations concerning the parking of vehicles within the City of Idaho Springs; and

WHEREAS, the City Council has exercised that authority by previously adopting the City of Idaho Springs Parking Plan ("Parking Plan") by Ordinance No. 7, Series 2003, subsequently amended in its entirety by Resolution No. 31, Series 2015, and has since amended discrete portions of the Parking Plan by resolution, from time to time; and

WHEREAS, as a result of the serial amendments of the Parking Plan over time and the desire of the Council to update and amend certain portions of the Plan, the Council wishes to again update and adopt a new amended Parking Plan in its entirety.

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

Section 1. The Idaho Springs Parking Plan, dated May 24, 2021 and attached hereto, is hereby approved and adopted in its entirety. The Parking Plan adopted hereby shall supersede and replace all previous editions of the Parking Plan, it being the intent of the City Council that all previous versions are hereby repealed.

Section 2. The City Clerk shall update and replace all copies of the Parking Plan in her custody.

Section 3. Nothing in this Resolution shall be construed to repeal, modify or otherwise affect the validity of any other parking regulation, rule or requirement set forth in the Model Traffic Code, as adopted and amended locally by the City, or any other provision of the Idaho Springs Municipal Code.

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

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of May, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS, COLORADO PARKING PLAN

[Dated as of and adopted on May 24, 2021]

This Parking Plan governs the parking of vehicles within the City of Idaho Springs, Colorado. Parking in violation of this Plan is unlawful as provided by Section 21-4 of the Idaho Springs Municipal Code.

Section 1. Parking motor vehicle on private ground. No person shall park or stand a motor vehicle or other personal property on premises of another or in the lawful possession of another without the permission of the owner or person in possession thereof.

Section 2. Parking lot use. No person shall perform maintenance work on vehicles or otherwise use the city parking lots for any other purpose than parking vehicles, unless approved by the city council.

Section 3. Stopping, standing or parking in alleys.

- (A) No person shall stop, stand or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials; and no person shall stop, stand or park a vehicle in any other alley in such a manner or under such conditions as to leave available less than ten (10) feet of the roadway for the free movement of vehicular traffic.
- (B) No person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway or entrance to any abutting property.

Section 4. City parking lot hours. Except as otherwise provided herein, no person shall park any vehicle for more than twelve (12) consecutive hours in any City Parking Lot unless otherwise designated by official signs. Vehicles owned by and registered to political subdivisions of the state of Colorado, including their departments, agencies, etc., are excepted from this time limitation. For the purposes of this Parking Plan, the Parking Lots in the following locations shall be deemed to be "City Parking Lots":

- (1) The North side of Water Street between 15th and 17th Avenues
- (2) On the Southwest corner of 16th Avenue and Colorado Blvd.
- (3) On the North side of Riverside Drive, the posted areas in the 3200 and 3300 blocks
- (4) The South side of Idaho Street between 12th Avenue and 13th Avenue

Section 5. Handicap parking.

- (A) Notice of handicap parking spaces shall be given by posting a single approved sign giving notice of the applicable restrictions, and any time or other limitations thereon, at the front of the space or on a wall or fence beside the space. When possible, the curb in the handicap parking space shall be painted blue.

- (B) To be legally parked in a handicap parking space, a vehicle must display an approved appropriate tag.
- (C) Permanent handicapped parking spaces shall be provided as follows:
 - (1) There shall be the following number of handicap parking spaces in the following city parking lots:
 - (a) One (1) space in the lot located at 13th Avenue and Idaho Street; and
 - (b) Two (2) spaces in the lot bordered by 15th and 17th Avenues, Water Street and the area known as the “Walking Mall” behind the buildings on the south side of Miner Street between 15th and 17th Avenues.
 - (2) There shall be one (1) handicap parking space on the west side of 14th Avenue immediately south of Center Alley, in front of the Library. Handicap parking in this space shall be limited to three (3) hours.
 - (3) There shall be two (2) handicap parking spaces on the north side of Miner Street between 14th and 15th Avenues in front of the Senior Center between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
 - (4) There shall be three (3) handicap parking spaces on the south side of Miner Street, east of the intersection of 10th Avenue. These spaces shall be restricted for handicap parking only during school district football games at the athletic field, and shall be available for non-handicap parking at all other times.
 - (5) There shall be one (1) handicap parking spaces on the north side of Colorado Boulevard, beginning at a point fifteen (15) feet east of the hydrant at the corner of Colorado Boulevard and 16th Avenue.
 - (6) There shall be one (1) handicap parking space on the west side of 15th Avenue, beginning at the point thirty-four feet (34') north of the north edge of the sidewalk at the corner of Colorado Boulevard and 15th Avenue.
 - (7) There shall be one (1) handicap parking space on the east side of 17th Avenue, beginning at the point fifteen (15) feet south of the corner of Miner Street and 17th Ave.
- (D) The City Council may by resolution designate temporary handicap parking spaces to accommodate persons with disabilities who do not have off-street parking available on their property, or whose off-street parking does not permit reasonable access for them.
 - (a) Such designation shall be requested on forms provided by the city.
 - (b) Such designation shall be for one (1) year from the date of the resolution approving the same and may be extended one (1) year at a time by making renewal application on forms provided by the city.
 - (c) If the person for whom such designation was approved dies, relocates, recovers or becomes rehabilitated with regard to such person’s disability, the authority for the designation shall be immediately revoked and the signs removed.

Section 6. Loading zones.

- (A) Loading zones are hereby established in the following locations and parking in such locations is prohibited except to load or unload passengers or materials:

<i>Name of street or alley</i>	<i>Portion affected (terminal limits)</i>
15 th Avenue at Miner Street	Southwest corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun. and Holidays
16 th Avenue at Miner Street	Northeast corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun. and Holidays
17 th Avenue at Miner Street	Southwest corner, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun. and Holidays
14 th Avenue to 15 th Avenue	Northwest corner of 14 th Avenue to private parking lot at northeast corner before 15 th Avenue, on Idaho Street, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun. and Holidays.
Idaho Street	Northwest corner of 14 th Avenue to private parking lot at northeast corner before 15 th Avenue, on Idaho Street, as designated by an official sign, from 8:00 a.m. to 5:00 p.m., except Sat., Sun. and Holidays.
City Parking Lots	As designated by official signs.

- (B) The City Council may, by resolution, authorize the Public Works Director to designate special parking zones for loading and unloading passengers or materials and to delete such special parking zones by posting or removing appropriate signs.
- (C) When official signs are erected giving notice thereof, no person shall park a vehicle for the purpose of loading or unloading materials within the “Downtown Historic District”*except during the following hours.

Loading of Materials Restricted to 5:00 A.M.-10:00 A.M.

*For purposes of this parking restrictions, the Downtown Historic District shall be The Historic Preservation District of the City, as designated and defined by Section 22-3 of the Idaho Springs Municipal Code from time to time.

All of Blocks 7,8,15,16,20,22,25,28 and 33; the West 1 foot of Lot 9, all of Lots 10,11 and 12, Bloc 9; and the South 40 feet of Lots 1 and 2, Block 17; all within the City of Idaho Springs, County of Clear Creek, Colorado.

Section 7. Parking on certain streets. Vehicles may be parked on the east side of 8th Avenue from High Street north to the city limits, facing a southerly direction with the left-hand wheels parallel to and within twelve (12) inches of the left-hand curb or as close as practicable to the right edge of the left-hand shoulder.

Section 8. Stopping, standing, or parking during certain hours on certain streets. When official signs are erected giving notice thereof, no person shall stop, stand or park a vehicle between the hours specified herein on any day. As defined by the Model Traffic Code currently in force within the City upon any of the streets as follows:

<i>Name of street</i>	<i>Portion affected (terminal limits) Regulations in effect: from – to</i>
Miner Street	From Miner Street Bridge to 13 th Avenue from 3:00 a.m. to 7:00 a.m.

Section 9. Parking prohibited at all times on certain streets. When official signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts thereof:

<i>Name of street</i>	<i>Portion affected (terminal limits)</i>
Virginia Street	North side from Canyon Street to west city limits, 19 th Avenue to Canyon Street
Wall Street	South side from 19 th Avenue to 23 rd Avenue
Idaho Street	South side from 14 th Avenue to 16 th Avenue
Riverside Drive	South side from 13 th Avenue to 15 th Avenue
Miner Street	Virginia Canyon Flume to 23 rd Avenue south side
	South side from Miner Street Bridge East to Miner Street and Colorado Junction at the 2300 Block
	South side from 3 rd Avenue to 1 st Avenue
	South side from 8 th Avenue to 10 th Avenue
Canyon Street	North from Virginia Street to city limits, on either side
11 th Avenue	East side of 11 th Avenue from Idaho Street to Miner Street
12 th Avenue	East and west sides of 12 th Avenue from Idaho Street to Miner Street. West side of 12 th Avenue accesses recreation center off-street parking
13 th Avenue	East side of 13 th Avenue, northerly 40 feet from Virginia Street to city limits. Fire lane. East side of 13 th Avenue between Idaho Street and Colorado Boulevard, except for school loading
14 th Avenue	West side of 14 th Avenue from the north boundary of Highway I-70 to the south boundary of Water Street (extended)
15 th Avenue	East side of 15 th Avenue northward from Virginia Street to the city limits. Fire lane.
20 th Avenue	West side of 20 th Avenue from Miner Street to Colorado Boulevard
Idaho Street	Miner Street to 11 th Avenue

Water Street	South side: 14 th Avenue to 15 th Avenue-from the west boundary of 14 th Avenue to a point 80 feet east thereof
High Street	North side of High Street from 8 th Avenue to 9 th Avenue North side of High Street from 8 th Avenue to a point 73 feet west of 8 th Avenue North side and south side of High Street from 7 th Avenue to a point 200 feet east of 7 th Avenue. Fire lane.
Edwards Street	On the north side between 27 th Avenue and 27 th Place On the south side from 25 th Avenue to the I-70 underpass in accordance with the provisions of the Model Traffic Code currently in effect within the City.
Colorado Boulevard	South side: from the west line of 13 th Avenue, west to a point 60 feet west of said west line of 13 th Avenue

Section 10. Parking time limited on certain streets. In accordance with the Model Traffic Code currently in effect within the City and when official signs are erected giving notice thereof, no person shall park a vehicle for a period of time longer than the time periods listed below between the hours listed below upon any streets or parts of streets as follows:

<i>Name of street</i>	<i>Portion affected (terminal limits)</i>
Miner Street	From 13 th Avenue east to Miner Street Bridge, north and south sides – three-hour limit between 8:00 a.m. and 6:00 p.m., seven days per week.
14 th Avenue	Idaho Street to Center Alley – three-hour limit, except from Miner Street to Center Alley, the east side of which shall be reserved for Senior Citizens Center buses only.
15 th Avenue	Center Alley to Water Street – three-hour limit
16 th Avenue	Center Alley to Water Street – three-hour limit
17 th Avenue	Center Alley to Water Street – three-hour limit

Section 11. Bus parking. In accordance with the Model Traffic Code currently in effect within the City and when official signs are erected giving notice thereof, no person shall park any vehicle other than a bus on the south side of Water Street, between 15th Avenue and 16th Avenue.

- (1) There shall be two (2) tour bus parking spaces on south side of Idaho Street beginning at a point seventy eight (78) feet west of the stop sign at State Hwy 103 and Idaho St.

- (2) There shall be one (1) tour bus loading/unloading space on the north side of Miner Street in front of the Central Hose House, beginning at the eastern edge of the curb cut and extending 47.1 feet to the west.

Section 12. Parking on certain streets during adverse weather conditions. Vehicles may be parked on the North side of Wall Street from 19th to 23rd Avenue facing east due to the steep slope during inclement weather conditions for reasons of safety.

Section 13. Managed Parking Zones. A “Paid Parking Zone” and a “Residential Parking Zone” are hereby established in the following locations:

(A) Paid Parking Zone

- i. All of Miner Street from Clear Creek in the East to 12th Avenue in the West; and
- ii. 12th-17th Avenues from Center Alley in the North to Interstate 70 in the South; and
- iii. The Parking Lot bounded by the blocks of 16th and 17th Avenues, from Idaho Mall in the North to Interstate 70 in the South “East Lot”; and
- iv. The Parking Lot bounded by the blocks of 16th and 15th Avenues, from Idaho Mall in the North to Interstate 70 in the South “Central Lot”; and
- v. The Parking Lot bounded by the blocks of 15th and 14th Avenues, from Idaho Street in the North to Interstate 70 in the South, “West Lot”; and
- vi. The Parking Lot bounded by the blocks of 13th and 12th Avenues, from Idaho Street in the North to Interstate 70 in the South, “Bustang Lot”; and
- vii. The Parking Lot located on the Southwest Corner of 16th Avenue and Colorado Boulevard, “Resource Center Lot”; and
- viii. Signed Parking Spaces on the East Side of Riverside Drive between Colorado Boulevard to the North and Miner Street to the South, exclusive of the space nearest Colorado Boulevard; and
- ix. Signed Parking Spaces on the South Side of Colorado Boulevard between 17th and 16th Avenues; and
- x. Signed Parking Spaces on the West side of 15th Avenue from Center Alley to the South to Colorado Boulevard at the North; and
- xi. Signed Parking spaces on the South Side of Colorado Boulevard from 14th Avenue in the East to 13th Avenue in the West, except during September May when the spaces will be available during the weekdays when school is in session to registered staff of Carlson Elementary School; and
- xii. Signed Spaces on the North Side of Idaho Street from 14th Avenue in the East to 13th Avenue in the West.

(B) Residential Parking Zone

- i. All the Avenues between 12th-9th from Virginia Street to Miner Street; and

- ii. All the Avenues between 17th and 14th from Colorado Boulevard in the North to Center Alley in the south; exclusive of the west side of 15th Avenue south of Colorado Boulevard; and
- iii. All of Colorado Boulevard from 17th-9th Avenues exclusive of the areas signed for paid parking on the South Side of Colorado Boulevard between 13th and 14th Avenues the north side of Colorado Boulevard from 17th-16th Avenues; and
- iv. All of Virginia Street from 23rd Avenue to 9th Avenue; and
- v. All of Wall Street from 23rd Avenue to 9th Avenue; and
- vi. All of Illinois and all of Placer Street; and
- vii. Miner Street from Clear Creek in the West to Safeway in the East.

(C) Parking in the Paid Parking Zone shall be limited between the hours of 10 am and 6pm as follows:

- i. To Residents of the City of Idaho Springs who have registered vehicles with the City's Parking Management Company; and
- ii. To Customers that pay a time-based fee for parking in this zone.
- iii. Registered Residents of Clear Creek County shall be eligible for 3 hours of free parking in this zone after which time the paid parking schedule will start.
- iv. Registered Employees of Businesses in the Downtown Area shall be eligible to park for free in the "Bustang Lot" only.

(D) Parking in the Residential Zone shall be limited as follows:

- i. To Residents of the City of Idaho Springs who have registered vehicles with the City's Parking Management Company.

(E) The City's Parking Management Company shall cooperate with the City in enforcing Parking Regulations in these parking zones by issuing Notices of Violation and Fee (Violation) to vehicles violating the rules of this parking plan. If Fees are unpaid, the Parking Management Company shall provide the City Code Enforcement Officer with a copy of the Violation and shall complete and sign a verified complaint in a form suitable for filing with the Idaho Springs Municipal Court.

Section 14. Parking Permits.

A. "City Resident", "Short Term", "County Resident" and "Employee" Permits are hereby established and required for parking in the Paid and Residential Parking Zones of Idaho Springs.

a. City Resident Permits

- i. Any person residing within the City Limits of Idaho Springs shall be eligible to register for a "City Resident" permit for vehicles registered to their address to park in the residential permitted zone and the paid parking lots.

- ii. Residential Permits shall be renewed annually.
- b. Short Term Permits. Any person residing in the Residential Parking Zone shall be eligible to register vehicles of guests for Short Term permits to park in the Residential Parking Zone.
- c. County Resident Permits
 - i. Any person residing within the limits of Clear Creek County shall be eligible to register for a “County Resident” permit to park in the paid parking lots.
 - ii. County Permits shall be renewed annually.
- d. Employee Permits
 - i. Any person with proof of employment at a Business in the City of Idaho Springs shall be eligible to register for an “Employee Permit” to park for free in the Bustang and Resource Center parking lots.
 - ii. Employee permits shall be renewed every 3 months.

IDAHO SPRINGS CITY COUNCIL COMMUNICATION

Meeting Date: Monday, May 24, 2021

Report Date: Tuesday, May 20, 2021

To: City Council

Through: Andrew Marsh, City Administrator

By: Michael Davenport, Community Development Planner for City of Idaho Springs

Re: **Proposed Annexation of City-owned Cemetery**

PROPOSAL:

The City work program includes the annexation of the City-owned Idaho Springs Cemetery. Approximately one-half mile south of Interstate 70 on Highway 103 (Chicago Creek Road), Red Fox Lane branches off to the east and enters the north end of the Cemetery. The Cemetery includes approximately 66 acres divided into several parcels.

REQUIRED ACTIONS:

Chapter 21 "Land Development Regulations," of the City of Idaho Springs Municipal Code, provides for City Council at its sole discretion to decide whether to annex property. Described later in this memo, State Statutes provide a process for annexing City-owned property that is simpler than the process for annexing private property.

If the land is annexed, City Council must rezone the property within the following 90 days. Planning Commission must hold a rezoning hearing prior to the City Council rezoning.

EXISTING CONDITIONS:

Surrounding properties. Several private properties along Highway 103 border the northwest side of the City property, several private lots bound the north side of Red Fox Lane and the north edge of the Cemetery, United States Forest Service land sits to the east, with several other City-owned parcels and USFS land to the south.

Physical character. The cemetery sits on sloping land near Highway 103. The land further east is steeper and forested.

Zoning. The County has zoned most of the City-owned parcels as Mountain Residential-Single Family Units (MR-1). Several small parcels are zoned Mine One (M-1), with most of these parcels close to Highway 103.

REVIEW PROCESS:

Summary. The simpler process allowed by State Statutes includes the following steps:

- Surveyor prepares annexation plat.
- Staff prepares an annexation impact report.
- Staff sends to the Board of County Commissioners (BOCC) a notice and the annexation impact report at least 20 days before the City Council meeting. This is the only required notice.
- City Council considers and acts on the proposed annexation by ordinance. A hearing is not required.
- Rezoning is required within 90 days of *the effective date* of the annexation ordinance.

Required contiguity. State Statutes allow contiguity between the City boundary and property to be annexed to be unaffected by the existence of “public lands, whether owned by the state, the United States, or an agency thereof. In this case, contiguity exists between the City boundary west of Soda Creek Road and the Cemetery parcels because the intervening U.S. Forest Service property is essentially jumped over.

Annexation impact report. The attachment to this staff report includes the annexation impact report sent to the BOCC.

Public notice. As noted above, Staff provided the notice to the BOCC. No form of public notice in addition to this item being on the meeting agenda is required in this case because a public hearing is not required.

CRITERIA FOR REVIEW AND APPROVAL

This staff report outlines compliance with the criteria from the Idaho Springs Municipal Code.

Feasibility of Annexing the Property. Section 21-103 of the Idaho Springs Municipal Code requires City staff to analyze the feasibility of annexing a specific property. The Cemetery parcels are in the Chicago Creek Area of the City’s Comprehensive Plan. The Chicago Creek Area also includes the City’s water treatment facility. The City already maintains the cemetery.

Compliance with The Comprehensive Plan. The subject properties are within the Chicago Creek Area of the City’s 2017 Comprehensive Plan. The Comprehensive Plan lists the Cemetery as a recreational resource of the City.

Compliance with The Three Mile Plan. The Colorado Revised Statutes require the preparation of a Three Mile Plan. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Idaho Springs. The Plan mentions that the criteria to be considered when determining which lands near Idaho Springs might be desirable for annexation include:

- *Areas which will broaden the range of housing types and home ownership opportunities in the City,*
The annexation will add some land to the City that could be used for a range of housing types and housing ownership opportunities.
- *Areas that are, or can easily be, served by utilities with no negative physical or economic impact on the community,*

The Cemetery is in the Chicago Creek Area of the Comprehensive Plan, which also includes the City's water treatment facility. The City's water main from the water treatment facility passes the property on Highway 103, as does the Chicago Creek Sanitation District's sewer main that connects to the City's sewer system. The City already has maintenance responsibility for the property proposed for annexation.

- *Areas that help strengthen the economy of Idaho Springs,*

The annexation will extend the City's control of zoning and development decisions on City-owned property.

- *Areas that promote infill development,*

The annexation will facilitate development of land already owned by the City.

- *Areas that share a community of interest with Idaho Springs.*

The properties include the City-owned cemetery.

ATTACHMENTS:

- Annexation Impact Report dated April 9, 2021 by Community Development Planner Barb Cole
- Annexation map dated April 7, 2021 by Surveyor Greg Markle (included in the Annexation Impact Report)

PLANNING STAFF SUMMARY, FINDINGS, AND RECOMMENDATION:

The proposed annexation of the City Cemetery includes the parcels shown on the attached annexation map. Staff, with the assistance of the Surveyor, finds the proposed annexation is in substantial compliance with State Statutes and with the Criteria for Approval as described in the Staff Report. Staff recommends approval of the proposed annexation.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission is not required to provide a recommendation for proposed annexations. Staff provided a report on the Cemetery annexation to Planning Commission on July 1, 2020. If the property is annexed, Planning Commission must hold a noticed public hearing and make a recommendation on the proposed rezoning.

SUGGESTED CITY COUNCIL MOTION:

I move to approve and adopt Ordinance # 6, Series 2021, An Ordinance Annexing to The City of Idaho Springs Certain Unincorporated Lands Located In Section 2, Township 4 South, Range 73 West Of The Sixth Principal Meridian, In Clear Creek County, Colorado, To Be Known As The "Cemetery Annexation To The City Of Idaho Springs".

/mjd

IDAHO SPRINGS ANNEXATION IMPACT REPORT

April 9, 2021	Item: Cemetery Annexation Impact Report
Barb Cole Community Development Planner	

INTRODUCTION

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and Chapter 26: Annexations of the Idaho Springs Municipal Code. This report concerns the proposed annexation of the Idaho Springs Cemetery comprised of 66.45 acres.

STATUTORY ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to C.R.S. § 31-12-108.5(1) (a).

1. MAPS:

As required, maps found in Exhibit A include: The present and proposed boundaries of the City in the vicinity of the proposed annexation. Since this is a cemetery, no services are proposed
2. A COPY OF ANY DRAFT PREANNEXATION AGREEMENT, IF AVAILABLE:

Not Applicable
3. A STATEMENT OF THE CITY'S PLANS FOR EXTENDING OR PROVIDING FOR MUNICIPAL SERVICES WITHIN THE AREA TO BE ANNEXED:

Not Applicable
4. A STATEMENT OF THE CITY'S PLANS FOR THE FINANCING OF MUNICIPAL SERVICES TO BE EXTENDED INTO THE AREA TO BE ANNEXED:

Not Applicable
5. A STATEMENT IDENTIFYING ALL EXISTING DISTRICTS WITHIN THE AREA TO BE ANNEXED:

Since this remains public property, there is no taxation but per statute, here are the mill levies.

<u>Tax District</u>	<u>2019 Levy (mills)</u>
Clear Creek County	35.156
RE-1 School District	23.300

IDAHO SPRINGS ANNEXATION IMPACT REPORT

Clear Creek Metro Recreation District	2.001
Clear Creek Library District	2.000
Clear Creek Emergency Services District	4.569
City of Idaho Springs	6.310
Total	72.043

6. A STATEMENT OF THE EFFECT OF THE ANNEXATION UPON THE SCHOOL DISTRICT GOVERNING THE AREA TO BE ANNEXED:

There is no impact on the School District.

Exhibit A- Annexation Map showing boundaries. There is no change in land use.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 06, Series 2021

AN ORDINANCE ANNEXING TO THE CITY OF IDAHO SPRINGS CERTAIN UNINCORPORATED LANDS LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, TO BE KNOWN AS THE "CEMETERY ANNEXATION TO THE CITY OF IDAHO SPRINGS"

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 the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, the City possesses the authority to annex real property, thereby adding such property to its municipal territory; and

WHEREAS, C.R.S. § 31-12-106(3) authorizes the City to annex City-owned property by ordinance, without the notice and hearing process that typically applies to the annexation of real property owned by other parties, when the City-owned property is eligible for annexation in accordance with Section 30(1)(c) of Article II of the State Constitution and C.R.S. §§ 31-12-104(1)(a) and 31-12-105; and

WHEREAS, the City owns the City of Idaho Springs Cemetery off of Colorado Highway 103 to the south of the City, as more particularly described and illustrated in the legal description and Annexation Map attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property"), currently within unincorporated Clear Creek County; and

WHEREAS, the City Council ("Council") finds that it is desirable to annex the Property into the City by ordinance, in accordance with C.R.S. § 31-23-106(3), as further provided herein.

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 Council.

Section 2. The Council further finds and determines that the Property is eligible for annexation in accordance with Section 30(1)(c) of Article II of the State Constitution and C.R.S. §§ 31-12-104(1)(a), 31-12-105 and 31-12-106(3), in that the proposed annexation:

- (a) Will not divide any lands held in identical ownership without the written consent of the owners thereof;
- (b) Will not annex any parcel of twenty acres or larger without the consent of the owner thereof;

(c) Is for territory for which no annexation proceedings have been commenced for annexation to another municipality;

(d) Would not result in the detachment of area from any school district and the attachment of the same to another school district;

(e) Would not result in the extension of the City boundary more than three miles in any direction from any point of such municipal boundary in any one year;

(f) Is of property for which not less than one-sixth of the perimeter is contiguous with the current City boundary; and

(g) Is of property owned by the City and is not solely a public street or right-of-way.

Section 3. The Property is hereby annexed to and shall be included within the corporate boundaries of the City of Idaho Springs, and shall be known as the "Cemetery Annexation to the City of Idaho Springs." Said annexation shall be complete and effective from the effective date of this Ordinance for all purposes.

Section 4. Promptly following the effective date of this Ordinance, the City Clerk shall complete all filings required of the City to be made by the provisions of Section 31-12-113, C.R.S.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 12th day of April, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of May, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CERTIFICATION

I, Diane Breece, City Clerk of the City of Idaho Springs, do hereby certify that the above and foregoing is a true and complete copy of an Ordinance duly adopted and finally-approved by the City Council of the said City at a regular meeting held on May 24th, 2021.

Diane Breece, City Clerk

EXHIBIT A

CEMETERY ANNEXATION TO THE CITY OF IDAHO SPRINGS

[Annexation Map- Attached]

LEGAL DESCRIPTION:

Portions of the Theobald Placer, U.S. Mineral Survey No. 16589, the Presley Jones Placer, U.S. Mineral Survey No. 299 and the J. J. Elliott Placer, U.S. Mineral Survey No. 2331, together with Government Lots 6, 7, 69 and 88 within Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, further described as follows:

Beginning at the Northeast Corner of said Government Lot 7;

thence S 00° 02' 12" E, along the East Line of said Lot 7, a distance of 1271.82 feet to the Southeast Corner of said Government Lot 7, also being the Center East Sixteenth Corner for said Section 2;

thence S 89° 11' 48" W, a distance of 1300.73 feet to the Southwest Corner of said Lot 7, also being the Center Quarter Corner for said Section 2;

thence S 89° 13' 48" W, along the South Line of said Government Lot 6, a distance of 1107.27 feet to a point at the intersection of Line 2-3 of the Extension East Lode, U.S. Mineral Survey No. 6143;

thence N 66° 15' 00" W, along said Line 2-3, a distance of 209.20 feet to a point at the intersection of the West line of said Government Lot 6;

thence N 00° 14' 54" E, along said west line, a distance of 146.28 feet to a point at the intersection of line 1-2 of the North Side Lode, U.S. Mineral Survey No. 16513;

thence N 66° 18' 54" W, along said line 1-2, a distance of 58.94 feet to a point at the intersection of the Southeasterly Line of Lot 31 of the Placer Valley Subdivision, also being a point on Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 577.02 feet to the Southeasterly Corner of Lot 36 of said Subdivision;

thence N 31° 33' 28" W, a distance of 97.07 feet to the Southwesterly Corner of that Portion of the J. J. Elliott Placer, U.S. Mineral Survey No. 2331 described in Book 584 at Pages 302 and 303 in the records of the Clear Creek County Clerk and Recorder, said Corner also being a point on Line 5-6 of said J. J. Elliott Placer;

thence N 65° 47' 44" E, along said Line 5-6, a distance of 255.17 feet to the Southeast Corner of that Portion of said Placer described in Book 734, at Pages 821 and 822 in said records;

thence N 31° 33' 28" W, along the Easterly Line of said Portion of said J. J. Elliott Placer, a distance of 179.73 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line and along the arc of a curve to the right with a radius of 3859.72 feet, with a central angle of 00° 43' 42" for an arc distance of 48.88 feet (the chord of this arc bears N 50° 48' 04" E, a distance of 48.88 feet to the Southwest Corner of that Portion of said J. J. Elliott Placer described in Book 449 at Page 396 in said records;

thence N 87° 34' 31" E, a distance of 441.01 feet;

thence N 51° 32' 52" E, a distance of 292.57 feet to Corner No. 1 of said J. J. Elliott Placer;

thence N 26° 27' 49" E, along line 1-2 of said J. J. Elliott Placer, a distance of 133.47 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line, on the arc of a curve to the left with a radius of 640.44 feet, with a central angle of 32° 27' 20" for an arc distance of 362.78 feet (the chord of this arc bears N 66° 57' 13" E, a distance of 357.95 feet to the Westerly Corner of Lot 64A of the Placer Valley Subdivision;

thence S 31° 33' 28" E, a distance of 88.45 feet to the Southerly Corner of said Lot 64A, said Corner being a point on Line 14-15 of said Presley Jones Placer;

thence N 58° 26' 32" E, a distance of 510.69 feet to the Westerly Corner of that Portion of said Theobald Placer described in Book 597 at Pages 394 and 395 in said records;

thence S 36° 00' 00" E, a distance of 231.79 feet to the Southerly Corner of that Portion of said Theobald Placer described in Book 426 at Page 291 in said records;

thence N 58° 30' 00" E, a distance of 191.77 feet to the Easterly Corner of that Portion of said Theobald Placer described in Book 476 at Page 585 in said records;

thence N 39° 39' 00" W, along the Northeasterly line of said Portion of the Theobald Placer, a distance of 233.62 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 312.23 feet to a point at the intersection of Line 1-2 of said Theobald Placer;

thence S 20° 11' 12" E, a distance of 270.29 feet to Corner No. 2 of said Theobald Placer;

thence S 22° 51' 06" W. along Line 2-3 of said Placer, a distance of 311.59 feet to Corner 3 of said Placer;

thence S 89° 49' 18" W, along line 3-4 of said Placer, a distance of 857.16 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence S 58° 26' 32" W, along said Line 14-15, a distance of 22.58 feet to a point at the intersection of the North line of Government Lot 7 of Section 2, Township 4 South, Range 73 West;

thence N 89° 35' 48" E, along said North line, a distance of 981.33 feet to the Point of Beginning, containing 66.45 acres, more or less.

NOTE: The bearings and distances used in these legal descriptions were taken from or calculated from the most current surveys of the subject properties including the Bureau of Land Management's Dependent Resurvey of Section 2, T4S, R73W.

These newly created legal descriptions were prepared by:

Greg Markle, LS 25373
P.O. Box 1571, Idaho Springs
Colorado, 80452
303-957-7744
04/07/21

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 08, Series 2021

AN ORDINANCE ADOPTING A NEW SECTION 1-19 OF THE IDAHO SPRINGS MUNICIPAL CODE CONCERNING THE COLLECTION OF DELINQUENT FEES AND CHARGES

WHEREAS, pursuant to C.R.S. § 31-20-105, the City of Idaho Springs ("City") possesses the authority to cause any or all delinquent charges, fees and assessments owed to the City to be certified to the County Treasurer and be collected and paid over by the Treasurer in the same manner as taxes; and

WHEREAS, the Idaho Springs City Council ("Council") wishes to authorize this manner of collection as another tool available to supplement other lawful collection measures.

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. Chapter 1 of the Code, concerning General matters, is hereby amended by the addition of a new Section 1-19, to read in its entirety as follows:

Section 1-19. Certification of Delinquent Charges to County Treasurer; Liens.

- (A) Until paid in full, all fees, charges, rates and assessments imposed for any City service or function shall constitute a first and perpetual lien on and against the lot, land, building and/or property served or benefited by the service, and in the event the same are not paid when due, the City may certify the same to the County Treasurer to be collected in the same manner as taxes, together with the costs of collection, as permitted by C.R.S. §§ 31-20-105 and 106, as existing or as hereafter amended.
- (B) The certification of a lien as provided in this Section shall not relieve a responsible party from liability for the payment of the delinquent fee, charge, rate or assessment, and the City may continue to pursue all other available collection remedies, including but not limited to an action at law or equity or any other appropriate legal proceeding.

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 April, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of May, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: May 24, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve an Agreement for Services with Interstate Parking Colorado for parking management services until June 1, 2024, with the City sharing 50 percent of the Net Parking Revenue with Interstate.

Updates:

- The City's new Community Development Planner, Jared Chipman, begins work on June 1.
- Two Seasonal Parks Staff members from last year, Bailey Shaw and Justin Crain, began work on May 17 for the summer season.
- The Mayor and staff attended on May 6 a pre-design meeting with Four Points Funding and the Clear Creek School District regarding the proposed Block 57 project (redevelopment of Gold Digger Field and the Bus Maintenance Facility).
- The Mayor and staff attended on May 11 a meeting with Downtown Colorado, Inc. and the Clear Creek Economic Development Corporation regarding the financing plan for the proposed parking structure.
- The Mayor and staff met on May 11 with Walker Consultants and JVA regarding design alternatives for the parking structure.
- The Mayor and staff met on May 12 with Ace Hardware about locating a store in Idaho Springs.
- The Mayor and staff met on May 13 with CDOT, Walker and JVA regarding the proposed Transit Center Project, including the parking structure.
- Attended on May 18 the Historic Preservation Review Commission meeting.
- Attended on May 19 the Variance Board meeting.
- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended weekly Downtown Improvements Work Group meetings.
- Attended bi-weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- City offices will be closed on Monday, May 31 in observance of the Memorial Day holiday.
- A Planning Commission work session will be held on Wednesday, June 2 at 6:00 regarding possible land use code changes.
- I will be out of the office June 10-14 attending my younger daughter's graduation from Lawrence University in Appleton, Wisconsin.
- A Historic Preservation Review Commission meeting will be held on Tuesday, June 15 at 5:15 p.m. The agenda includes consideration of Certificates of Appropriateness (COA) for replacement windows at Mountain Prime and the renovation of the Club Hotel (formerly the Lodge of the Rockies).

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 24th day of May, 2021, by and between the City of Idaho Springs, a Colorado municipality (the "City") and Interstate Parking Company of Colorado, LLC, a Colorado limited liability company and independent contractor ("Contractor").

WHEREAS, the City requires certain services; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall share with the Contractor Fifty (50) percent of the Net Parking Revenue.

B. By the 15th of each month, Contractor shall provide the City with a disbursement equal to Fifty (50) percent of the Net Parking Revenue.

IV. COMMENCEMENT AND COMPLETION OF WORK

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INSURANCE

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

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

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

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

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on June 1, 2024, or (c) upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

IX. INDEPENDENT CONTRACTOR

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

X. MISCELLANEOUS

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

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

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

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

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

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

Contractor: Interstate Parking Company of Colorado, LLC
c/o C T Corporation System
7700 E Arapahoe Rd Ste 220,
Centennial, CO 80112-1268

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

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

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

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

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

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

L. Work By Illegal Aliens Prohibited

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

with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

3. Contractor hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Contract through participation in either the E-verify Program or the Colorado Department of Labor and Employment Program.
4. Contractor is prohibited from using the E-Verify Program or the Colorado Department of Labor and Employment Program to undertake pre-employment screening of job applicants while this Contract is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Title 8, Article 17.5.
7. If Contractor violates this Subsection, the City may terminate this Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the City.

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

CITY OF IDAHO SPRINGS

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CONTRACTOR

By: _____
Print name, title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

[SCOPE OF SERVICES]



City of Idaho Springs Scope of Service Parking Management Services

1. Definitions.

- a) "Ambassador" means an employee of Interstate Parking tasked with enforcing parking regulations and providing associated customer services to visitors of the City of Idaho Springs
- b) "City Resident" refers to an individual residing within the Idaho Springs City Limits.
- c) "County Resident" refers to an individual residing outside the Idaho Springs City Limits but inside Clear Creek County.
- d) "Guest" refers to an individual staying or visiting a City resident for a short period of time.
- e) "Parking Facilities" means public areas set aside for the parking of vehicles. This includes parking lots with stalls and on street parallel parking spaces including areas set aside for the loading and unloading of vehicles.
- f) "Parking Zones" means designated areas of the City with specific rules and regulations regarding the parking of vehicles.
- g) "Paid ParkingPaid Parking Zone" refers to the managed public parking areas in the City managed by Interstate with Free and Paid Parking in the immediate vicinity to the City's Historic District.
- h) "Residential Zone" refers to the managed private parking areas in the City managed by Interstate with City Resident Only parking.
- i) "Customer" refers to an individual that pays to park in the Paid Parking Parking Facilities in the City.
- j) "Employee" refers to an individual employed by a local business located in or nearby the Downtown Paid Parking District in Idaho Springs.

- k) “Summons” means a citation issued by the City Code Enforcement officer for violation of the rules and regulations regarding the parking of vehicles in the City.
 - l) “Gross Parking Revenue” means all revenue collected by Interstate in connection with the operation of the Parking Facilities.
 - m) “Transaction Fees” means all fees charged by credit or debit card processing institutions or to 3rd parties levied, rated, charged, assessed or required to be collected and paid by customers using the Parking Facilities.
 - n) “Net Parking Revenue” means all revenue collected by Interstate in connection with the operation of the Parking Facilities minus Transaction Fees.
 - o) “Taxes” means all transactional value, ad valorem, sales and use taxes, rates, charges or assessments levied, rated, charged, assessed or required to be collected or paid in the operation of the Parking Facilities.
 - p) “Warning of Violation” (Warning) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City’s Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice that there is no fee for the violation.
 - q) “Notice of Violation and Fee” (Violation) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City’s Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice of amount of the Parking Violation Fee due; and (5) instructions on where and when the Fee must be remitted to avoid the initiation of further legal process.
 - r) “Grievance” means a cause of distress to a user of the parking facilities caused by a dispute regarding a Violation issued by Interstate or by another unsatisfactory quality or condition of the Parking Facilities or Interstate Ambassadors.
2. **Management Fee.** As compensation for the services rendered by Interstate Parking, the City will share 50% of the Net Parking Revenue with Interstate.
3. **Accounting for Gross Parking Revenue, Record of Disbursements and Controls.**
- a) **Gross Parking Revenue:** Interstate shall install and maintain an accurate and efficient accounting system for Gross Parking Revenue of the Parking Facilities approved by the City. All records pertaining to Gross Parking Revenue including without limitation, monthly parking records, citations issued by Interstate, coupon

and validation sales and redemption records, daily reports and deposit slips shall be available for examination and audit to the City and its authorized representatives upon seven (7) days written notice by the City to Interstate.

- b) Record of Disbursements: Interstate shall install and maintain at its main office in an accurate and efficient accounting system for disbursements of the Parking Facilities. Such system shall evidence all monies disbursed by Interstate with respect to the management of the Parking Facilities. All records pertaining to disbursements shall be maintained by Interstate and shall be available to the City and its authorized representatives for examination and audit upon seven (7) days written notice by the City to Interstate.
- c) Controls: Interstate shall install and maintain a system of internal controls covering income and expenses.

4. City Deliverables.

- a) Before 12:00 PM on the 15th day of the month, Interstate shall give the City a report with statistics and analysis for the proceeding calendar month setting out information required by the City in a manipulable format:
 - i. Total Number of Vehicles Parked in the Paid Parking Facilities, broken down by the following demographics:
 - 1. Customers
 - 2. City Residents
 - 3. County Residents
 - ii. Average length of stay for each demographic of user listed above.
 - iii. Total number of Warnings and Violations issued by Interstate Ambassadors.
 - iv. Total number of Violations collected by Interstate.
 - v. Total number of uncollected Violations turned over to the City by Interstate.
 - vi. Gross Parking Revenue collected by Interstate in connection with the operation of the parking facilities, broken down by category (hourly payments, citations, etc.) along with any other revenue sources not specifically mentioned herein.
 - vii. Total transaction fees charged.
 - viii. Total Net Parking Revenue.
 - ix. Total number of Residential Permits, broken down by the following demographics:
 - 1. City Residents
 - 2. County Residents
 - x. Log of Grievances received regarding the parking facilities and their resolution.
 - xi. Log of Ambassador “QR Check Ins” for the appropriate time period.

- b) Interstate shall provide the City with a disbursement equal to 50% of the Net Parking Revenue for the period.
 - c) Work done by City Staff in relation to the Administration of Paid or Permitted Parking Management, or in relation to the installation, maintenance, and upkeep of required elements of the paid parking system shall be charged to Interstate at a rate of \$50.00 per hour.
5. **Meetings.** Interstate shall meet with City Staff and Elected Officials monthly for the purpose of reviewing all matters pertinent to this agreement. Interstate shall also present at least annually to City Council a report regarding the management of the Parking Facilities to City Council, to include review of all matters pertinent to this agreement.
6. **Parking Facilities.** Interstate shall manage Paid Parking and Residential Parking Zones of the City defined in the City's Parking Plan by the terms of this agreement. These parking zones are subject to change as deemed necessary by the City.
7. **Signage.** Interstate agrees to pay for all instructional signage **required by** the City for the Parking Facilities. The signage will be branded as required by the City, and the City and Interstate agree to work together to secure all governmental approvals and permits required for such signage.
- a) Interstate agrees to install and update all signage related to the parking facilities regarding hours of operation, cost, and other information.
 - b) Work done by City Staff in relation to the Installation or Updating of Signage for Parking Management shall be deducted from the fee owed to Interstate at a rate of \$50.00 per hour.
8. **Hours of Operation.**
- a) **Paid Parking Zone:** Paid Parking shall operate in the Paid Parking Zone between the hours of 10:00 a.m. and 6:00 p.m. each day or at other times as determined to be necessary by the City.
 - b) **Residential Zone:** Management of the Residential Zone shall operate between the hours of 10:00 a.m. and 6:00 p.m. each day.
 - i. Interstate will provide the Idaho Springs Police Department with the means to check vehicle registrations after hours.
 - c) These hours are subject to change as required by the City.

9. **Vehicle Registration.** Interstate shall manage the registration of vehicles owned by Residents of the City and County, Guests, and other special use short term vehicle parking permits.
- a) **City Resident Vehicles:** Residents of the City shall without limitation be able to annually register vehicles to park in both the Paid Parking Zone and Residential Zone.
 - i. **City Residents that live within the Residential Permitted Zone** shall be able to register short term guests to park in the Residential Zone (permits shall last for 1 week). Long Term Guests may be permitted on a longer basis on a case-by-case basis.
 - ii. Vehicles parked in the Resident Only Zone must be registered to a Resident of the City or to a Guest.
 - iii. Vehicles Registrations will expire after 1 year.
 - iv. Residents shall be able to check registration status of vehicles both online and via email.
 - v. Interstate shall send email confirmation to include make, model, license plate and expiration date of registration upon successful registration of any City Resident Vehicle.
 - b) **County Resident Vehicles:** Residents of the County shall without limitation be able to annually register vehicles to park in the Paid Parking Zone of the City for **3 hours**. After leaving the Paid Parking district for 3 hours that clock shall reset.
 - i. Registrations must be renewed annually.
 - c) **Employee Vehicles: Verified Employees of downtown businesses shall be eligible to park for free in the “Bustang” lot only.**
 - i. **Registrations must be renewed every 3 months and include verification of employment.**
10. **Staffing and Grievances.** Interstate shall employ at the Parking Facilities honest, competent and courteous personnel capable of managing and maintaining the Parking Facilities in accordance with the terms and conditions such that the Parking Facilities shall be operated in a first-class manner.
- a) **Hiring:** Interstate shall advertise all open positions for employment in the City of Idaho Springs locally, in the following mediums:
 - a. On the Park Idaho Springs Website
 - b. In the Clear Creek Courant
 - c. Other mediums that may be dictated by the City.
 - (b) **Staffing Levels:** The number of persons employed at the Parking Facilities shall be satisfactory to the City and shall be increased or decreased as required by the City. The staffing levels of the parking facilities shall adjust seasonally, as follows:
 - a. At least 1 year-round FTE on-site supervisor during all operating hours of the parking facilities; and

- b. **January-February 28** At least 1 Ambassador on duty during operation hours for the parking facilities
 - c. **March 1-April 15:** At least 2 Ambassadors on duty during operation hours
 - d. **April 15-June 1:** At least 1 Ambassador on duty during operation hours
 - e. **June 1- October 15:** At least 2 Ambassadors on duty during operation hours
 - f. **October 15-November 20:** At least 1 Ambassador on Duty during operation hours
 - g. **November 20-December 31:** At least 2 Ambassadors on Duty during operation hours.
- (c) Interstate shall provide an employment schedule to the City on Monday of Each Week.
- (d) Interstate will cause Stickers with QR codes to be installed throughout the Residential Permitted Area and Paid Parking Parking District. Ambassadors will scan these codes when on rounds and a record of this will be provided to the City along with other reporting requirements required for monthly payment of the parking fee by the City.
- (e) Personnel shall be screened by Interstate before hiring and shall be employed, disciplined, discharged, promoted and directed in the performance of their duties by Interstate, including in accordance with all applicable regulations. All personnel providing services hereunder shall be and remain, at all times, employees of Interstate and shall not be considered the employees or agents of the City for any purpose. Interstate shall provide all necessary executive and supervisory personnel who are not stationed at the Parking Facilities but are required for the proper management of the Parking Facilities.
- (f) Criminal Background Check and Drug Screening must be completed for each employee.
- (g) Interstate's employees shall present a clean, neat, professional and easily recognized appearance as an Interstate employee. Interstate shall provide each employee with matching uniforms. The uniforms shall include black polo shirts with the Park Idaho Springs Logo and clean and fitted pants or bottoms, all approved by the City. Hats must be black or blue and branded with the Park Idaho Springs Logo. In addition, Interstate shall provide each employee with an identification badge with the employee's name, photo, and the Interstate Logo. The identification badges shall be worn or attached to an outer garment when the employee is performing services under this contract.
- (h) Interstate shall negotiate and obtain any necessary labor agreement.

- (i) The City shall have the right to require the removal of any employee from the Parking Facilities whose conduct shall not reasonably satisfy the City.
- (j) Interstate agrees to handle and record in a prompt and courteous manner all Grievances by Customers of the Parking Facilities pursuant to the following protocol:
 - a. Interstate shall monthly provide a log to the City of Complaints received. That log shall consist of the related Citation number (if applicable), the name of the complainant, their complaint, and a brief note regarding how the complaint was resolved.
 - b. Interstate shall respond to complaints from the Public within 2 business days. Interstate will not charge late fees of any kind for any Violation for which there are Grievances in which it cannot be documented that there was a response within that time period. Interstate will log and report complaints to the City.
 - c. In the case that Interstate is not able to resolve a complaint in a timely fashion, they will notify the City in writing of the complaint, the nature of the complaint, as well as the name and contact information of the complainant.

11. Rates.

- a) Rates for parking in the paid zone shall be set as follows: First Half Hour Free, First Paid Hour \$1.50, Second Paid Hour \$1.50, Third Hour \$1.50, 4th and subsequent hours \$5. This rate structure may be adjusted by the City as required.
 - i. Parking Fee “Reset”: Parking fees will “reset” after 3 hours so that if a Customer leaves for 3 hours and returns they restart the rate schedule.
- b) The Cost associated with a Violation issued by Interstate will be \$25. Citations will double in price after 14 days.

12. Enforcement. Interstate shall cooperate with the City in enforcing parking regulations related to the parking facilities as designated by this agreement and the City’s Parking Plan.

- a) Parking Violation Process: The process for parking violations issued by Interstate in the parking facilities designated by this contract shall be as follows:
 - a) Upon identification of a violation of the rules of the Parking Facilities, Ambassadors are authorized to properly complete and leave a Notice of Violation and Fee on the windshield of the offending vehicle.
 - b) Interstate shall generate a report that includes the following information:
 - i. Make and Model of Vehicle
 - ii. License Plate Number
 - iii. Picture of Violation
 - iv. Description of Violation
 - c) If a Parking Violation Fee remains unpaid by the deadline provided in the Notice of Parking Violation and Fee, Interstate shall provide the City Code Enforcement Officer with a copy of the Notice and of the report generated

under subsection (b) above and shall complete and sign a verified complaint in a form suitable for filing with the Idaho Springs Municipal Court.

- b) Ambassadors shall cooperate with the City in all subsequent efforts related to prosecution of parking violations in the City's Municipal Court, including but not limited to providing testimony at trials, hearings and other court proceedings.

13. **Equipment.** Interstate will install in the Parking Facilities sufficient modern and working equipment in the Parking Facilities to manage paid parking. Additionally, Interstate will outfit Ambassadors with equipment necessary to ensure vehicles parked in the Parking Zones are properly registered. All equipment will be installed at Interstate's expense.

- a) The City reserves the right to require Interstate to replace equipment related to the Parking Facilities deemed faulty or obsolete by the City.

14. **Maintenance.** Interstate shall maintain the Parking Facilities operating equipment in working order, including but not limited to Interstate's license plate recognition technology, Interstate's vehicles and revenue control system, pay by phone app, tap n explore qr codes signage, online violation payment solution, resident and employee permits technology. Interstate will conduct maintenance and updating of the parking facilities in a timely manner.

15. **Website, Branding and Marketing.**

- a) Interstate will provide a regularly updated Website linkable to www.idahospringsco.com that provides the following features:
 - i. Interactive Maps of Paid Parking Zone, Residential Zone, and "Free" Zones. "Interactive" means that a user should be able to click the map and receive information related to parking in that zone.
 - 1. Paid Parking Zone Map should show hours of operation, pricing, location of kiosks, location of Interstate Office, and contact information for Interstate Ambassadors on duty.
 - 2. Residential Zone Map should show hours of operation, clickable link to register Resident & Guest vehicles, clickable link to check status of vehicle registration, and contact information for Interstate Ambassadors on Duty.
 - ii. A Page for Residents with information about the process for registering vehicles, a clickable link to register Resident & Guest Vehicles, Clickable link to check the status of vehicle registration, information about how to deal with a violation if one is received, and other information as may be required by the City.
 - iii. A Page for Employees with information for registering vehicles, a clickable link to register Vehicles, Clickable link to check the status of vehicle registration, information about how to deal with a violation if one is received, and other information as may be required by the City.
 - iv. A Page for Teachers at Carlson Elementary School with information for registering vehicles, a clickable link to register Vehicles, Clickable link to

check the status of vehicle registration, information about how to deal with a violation if one is received, and other information as may be required by the City.

- v. A Page for Customers of the Parking Facilities, with information about the process for paying for parking, information about physical and non-physical payment methods, hours of operation, pricing, location of kiosks, location of the Interstate office, and contact information for Ambassadors on Duty. This page should also include a map to free parking resources in Idaho Springs, and link to the Chamber of Commerce website and other pertinent tourism-based websites.
 - 1. Should include detailed and multimedia instructions regarding how to pay for parking utilizing each technology in place in the City.
- vi. Integrated Live Chat feature for online communication between customers, residents and Interstate Staff.
- vii. Customized Contact forms for residential, employee and customer requests
- viii. Access to Interstates Online Residential and Employee Parking Account Management System which should allow for the verification of registration status by users.
- ix. Link to Violation Payment website. Should include option to contest ticket in obvious and clear language.
- x. A home page that includes information about Special Events happening in and around the City, including information for parking when town is Congested.
- xi. A “FAQ” with questions answered as required by the City.
- xii. Website should be designed with basic SEO features.
- xiii. Customer Feedback Page to include online digital survey.
- xiv. Other features as required by the City.

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: May 21, 2021
Subject: Staff Report

- ✓ Attended HPRC meeting on May 18, 2021
- ✓ Attended Variance meeting on May 19, 2021
- ✓ Processed and Transfer of Ownership for West Winds Tavern to The Yeti Saloon at 1631-1633 Miner St.
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals

Dear Mayor of Idaho Springs, City Council Members and Water Dept.

I wanted to express how incredibly grateful I am for three of your employees. Paul and Steve with Public Works, my apology I only have their first name, but most superheroes usually only go by first name.

On May 12 around 2:30 my husband and I discovered are water wasn't working, I paid the bill so something else was wrong. That's when we noticed 3 men in the cave that holds ours and the neighbor main waterline. My husband approached the man and one of them said they were told by the neighbor that they could play and explore in the cave; and they tripped over a water pipe and broke it; then the other man said they tried to fix it with tape. My husband went to see the damage. He discovered the cave was flooding and was at least 2-3 feet deep in water. He said to call Idaho Springs Water for help.

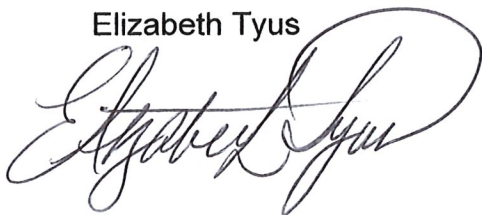
That's when we met some outstanding individuals.

The person who answered the phone was kind and very helpful she clearly heard the distress in my voice. I told her what was happening, and she was on the case, she called out the team to assist me in my emergency. Then instructing me with the names and what the individuals would be wearing (orange vests) so I could watch and identify them. She then said they should be at my residence shortly. She was so incredibly calm, helpful and courteous.

Within 5 minutes Paul and Steve were at my house. I almost think their trucks had wings. Paul was the first to assess the cave and water pipes. Paul's professionalism and knowledge was spot on, he clearly saw how distressed I was, he gave me total reassurance that he and his team would be able to help my husband and fix the problem. After reassuring my husband and I; Paul and Steve went to work, they worked like a well-oiled machine. Fixing the problem and getting our water back on, Paul and Steve were true heroes. Their outstanding customers service, professionalism, knowledge, their incredibly fast response time demonstrated to us there are truly great people taking care of our county. We are so grateful for these two gentlemen and for their call to service.

Sincerely,

Elizabeth Tyus

A handwritten signature in black ink, appearing to read 'Elizabeth Tyus', with a large, elegant loop at the end.