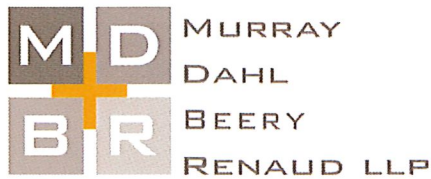




**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
April 26, 2021
6:00 p.m.**

- ❖ **Resolution regarding Pedicabs- City Attorney**
- ❖ **Agreement for Operation and Maintenance of the Idaho Springs Public Library**

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>



ATTORNEYS AT LAW

TO: Hon. Mayor Hillman and Idaho Springs City Councilors
CC: Andrew Marsh, City Administrator
Diane Breece, City Clerk
FROM: Carmen Beery
DATE: April 21, 2021
RE: Draft Pedicab Resolution for April 26 Discussion

At your April 19 work session, you considered a request from the Mountain Youth Network (MYN) to operate the same type of pedicab operation in 2021 as was authorized in 2020. In 2020, you authorized the MYN Pedicabs business plan on a trial basis for that calendar year only. A business of this type must obtain a vendor's license in accordance with Chapter 9 of the Idaho Springs Municipal Code ("Code").

During the work session, you discussed several possible modifications to the terms of a 2021 vendor's license for MYN Pedicabs. This memorandum summarizes those issues and how they are addressed in the draft Resolution authorizing a 2021 license, prepared for your consideration on April 26:

- Hours of operation – modified from "sunrise until 30 minutes after sunset" to "9:00 A.M. - 9:00 P.M."
 - The latest sunset time in Idaho Springs is 8:34 P.M. in mid-late June.
- Operation on sidewalks – pedicab operation on sidewalks is allowed (as it was in 2020), recognizing that pedicabs should not operate on Colorado Boulevard and other areas where street operation would be unsafe. Limitations are therefore imposed when sidewalks are used:
 - No operation on sidewalks in Historic District;
 - Must yield right-of-way to pedestrians;
 - Must audibly announce presence when approaching pedestrian from rear or side;
 - No operation on sidewalks that cannot accommodate the pedicab's safe passage (too narrow, too steep, etc.)
- Signs – prohibition of signs removed; replaced with an allowance for signs under the same terms as signs on other vehicles.
 - Signage on vehicles is permitted only when permanently affixed and displayed in the ordinary course of operating the vehicle – e.g., the branding on delivery trucks (FedEx, Amazon).
- Music/Audio – added an allowance for the use of personal-grade audio devices to provide audio primarily for the operator and/or passengers. The prohibition of *broadcasting* audio from the pedicab (speakers, microphones) is maintained.

Any of the draft provisions of the 2021 Resolution may be further modified by you on April 26th.

CITY OF IDAHO SPRINGS
Clear Creek County

Resolution No. 07, Series 2021

A RESOLUTION APPROVING THE TERMS OF A VENDOR LICENSE TO MOUNTAIN YOUTH PEDICABS FOR 2021

WHEREAS, in July of 2020, the Mountain Youth Network (MYN) obtained a vendor license to provide pedicab rides in and around the City of Idaho Springs ("City") under certain terms and conditions through the remainder of the 2020 calendar year;

WHEREAS, the MYN has approached the Idaho Springs City Council ("City Council") with a request to renew its pedicab vendor license for the 2021 calendar year ("Pedicab Operation") to and

WHEREAS, the proposed Pedicab Operation seeks to provide rides to City visitors upon City streets and other public paths, such as sidewalks, the Greenway and potentially the downtown pedestrian mall area if the Council chooses to again implement a downtown pedestrian mall area in 2021; and

WHEREAS, the use of City streets and public paths to carry individuals by pedal carts presents the potential for public safety hazards, if not properly limited and regulated; and

WHEREAS, Article VIII of Chapter 9 of the Idaho Springs Municipal Code ("Code") requires any person or entity wanting to provide goods or services by a moveable cart on City streets to obtain a vendor's license to do so; and

WHEREAS, the City's vendor license regulations require the City Council to expressly authorize a vendor to operate within the City's historic district; and

WHEREAS, the City Council wishes to authorize the Pedicab Operation, including within the City's historic district, upon those terms and conditions further set forth herein.

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

Section 1. Mountain Youth Pedicabs are hereby approved for a City vendor license to operate pedicab services within the City, expressly including the City's historic district, for the duration of calendar year 2021. Nothing herein shall preclude the City from renewing or extending the vendor license approved hereby by subsequent action of the City Council.

Section 2. Services provided under the vendor licensed approved hereby shall comply with all restrictions imposed on vendor licenses under Section 9-116 of the Code. Additionally, the following restrictions shall apply. In the event of a conflict between the terms set forth below and the Code, the more restrictive requirement shall apply:

- Permissible Hours of Operation (local time): 9:00 A.M. – 9:00 P.M.
- Except as provided below, pedicabs may operate on City streets in compliance with all traffic laws applicable to bicycle traffic (see Chapter 15 of the Code).
- Pedicabs may not operate upon Colorado Boulevard.
- Except as otherwise provided below, pedicabs may operate on City sidewalks, the Greenway and other pedestrian paths only by yielding the right-of-way to pedestrians on such paths and by audibly announcing the pedicab's presence (e.g., by voice, bell or other audible cue) when approaching a pedestrian from the rear or side.
- Pedicab operation on sidewalks in accordance with the terms of this License shall not constitute a violation of Code Section 13-9 (Skateboards, rollerblades, roller skates, bicycles restricted from sidewalks).
- Pedicabs may not operate upon sidewalks within the Historic District.
- Pedicabs may not operate upon sidewalks that are unable to safely accommodate a pedicab's safe passage, whether by reason of sidewalk width, elevation, or any other condition.
- Pedicab operators must comply at all times with applicable Public Health Orders concerning COVID-19 protocols.
- Signage on pedicabs must comply with signage requirements applicable to other moveable items on the right of way (Code Sec. 20-142(F)):
 - Must be permanently attached (not changeable copy);
 - Displayed while pedicab is being operated or stored in the normal course of business;
 - Provided that the primary purpose of the pedicab is not for the display of signs and it is parked and stored in areas appropriate to its use as a pedicab.
- The broadcasting of audio from pedicabs by any artificial means, such as microphones and speakers, is prohibited. This does not prohibit the use of personal-grade audio devices by pedicab operators for the purpose of providing audio primarily to the operator and/or passengers.
- Pedicabs shall be marked with reflective symbols, striping or other visual markings that render them plainly visible during both broad daylight and dusk hours.
- Pedicabs may operate under human (pedal) power only; operation of pedicabs by motor, engine or other artificially-aided means is prohibited.

INTRODUCED, READ AND ADOPTED this 26th day of April, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

AGREEMENT FOR OPERATION AND MAINTENANCE OF THE IDAHO SPRINGS PUBLIC LIBRARY

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the City of Idaho Springs ("City"), a municipal corporation in the State of Colorado and the Clear Creek County Library District ("CCCLD"), a library district organized and existing pursuant to part 1 of article 90, title 24, C.R.S. The "City" and together with the "CCCLD" constitute the "Parties". The Parties therefore agree as follows:

WHEREAS, the Idaho Springs Public Library is housed in the 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 CCCLD 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 CCCLD have a mutual desire to maintain and carry on the services of the Idaho Springs Public Library for the citizens of Clear Creek County; 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. To expedite routine maintenance and upkeep of the premises in good order and condition the CCCLD will perform all minor and routine maintenance of the building and at any termination of the Agreement, surrender Building in like condition as at the commencement of this Agreement subject to ordinary wear and tear and damage by the elements, fire, and other unavoidable casualty. As a partner in this endeavor, the City will provide a yearly payment of twelve thousand dollars (\$12,000) to the CCCLD for the CCCLD to provide the necessary physical labor and materials. This amount will be adjusted yearly based on the Construction Cost Index (CCI). In the following "minor and routine" refer to responsibilities of the CCCLD and "major" refers to responsibilities of the City.

- a) The CCCLD will provide the City with a yearly accounting of these expenditures. For each year, if the expenditures exceed the amount paid by the City that year, then that amount will be carried over as an expenditure to the next year amount from the City. For each year, if the expenditures are less than the amount put forward by the City that year, then the balance will carry forward to the following year.
 - b) The City agrees that it is responsible for all major repairs and maintenance of the Premises and the property on which the building is located including without limitation, the structure, exterior, roof, HVAC systems, plumbing and electrical.
 - c) Any major improvements that would increase or serve to maintain the capital value of the building is the sole responsibility of the City.
 - d) Any single expense greater than \$2,500, involving the building proposed by either party would require the agreement of both parties. For this discussion, the contact shall be carried out according to #14 in this Agreement
 - e) Both Parties must designate in writing their person to be the contact concerning any routine or emergency maintenance issues. For emergency issues either party must respond within 24 hours. For routine issues either party must respond within 4 days. If a Party does not respond within the foregoing, the other party may commence with the maintenance and charge the responsible party. Anytime either Party changes their contact person they will inform the other party in writing.
 - f) The City has sole responsibility for the maintenance and improvements to the property outside of the building.
- 2) Parking. The City will designate the parking adjacent to the premises on the north and east sides as "Library Only" parking during hours of Library operation.
- 3) Subletting. The CCLD is not permitted to sublet the Premises or any part thereof.
- 4) Prohibited Uses. The CCCLD will not use or permit the demised Premises, any part thereof, or City's property in the vicinity of Premises to be used for any disorderly, unlawful, or extra hazardous purpose or for any purpose other than herein before specified and will not manufacture any commodity therein. This provision shall require the CCCLD to control and be responsible for the conduct of its customers, patrons, or clients while said persons are in or about the Premises.
- 5) Damage to Premises. All injury to the Premises or the building of which they are a part caused by the CCCLD its agents, employees, and customers shall be repaired by CCCLD at its sole expense. In the event that the CCCLD shall fail to do so, City shall have the right to make such necessary repairs, alterations, and replacements (structural, nonstructural, or otherwise), and any charge or cost so incurred by the City shall be paid by the CCCLD.

- 6) Utility Charges. The CCCLD agrees to pay all charges for electric, natural gas, internet, telephone, trash collection, sewer, and water charges associated with the building aside from any exterior sprinkler system. All other utility costs shall be the responsibility of the City including, but not limited to, any exterior sprinkler water system.
- 7) The Parties will diligently pursue arbitration for any legal action arising under this Agreement or pertaining to the Premises. Trial by jury should only be pursued as a last resort.
- 8) Insurance.
- a) The CCCLD shall maintain with respect to the building general liability insurance with minimum limit of \$400,000 per person per occurrence and \$1,100,000 per occurrence in the aggregate or in such other amounts as provided under the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S. The CCCLD shall name the City as an additional named insured. The CCCLD shall deliver a certificate of such insurance to the City upon the commencement of this Agreement and continuing evidence of such coverage as so requested by the City. Such insurance policy shall provide that it cannot be cancelled without at least thirty (30) days' prior notice to the City.
- The City shall maintain property insurance in amounts sufficient to protect its interests with such amounts to be determined in its sole discretion. Property insurance maintained by the City will not cover the CCCLD property and any such losses incurred by the CCCLD are its sole responsibility.
- 9) Casualty. If the Premises shall be so damaged by fire or other casualty as to be untenantable, then, unless said repair begins within twenty (20) days thereafter, either Party hereto, upon written notice to the other Party given at any time following the expiration of twenty (20) days after said fire or other major casualty, may terminate this Agreement.
- 10) Mechanic's Liens. The CCCLD will not permit any mechanic's lien or liens to be placed on the Premises or any improvement thereof and agrees, if any such lien be filed on account of the acts of the CCCLD, the CCCLD agrees to promptly pay the same and release said lien. In the event the CCCLD fails to pay any such lien, it may be paid by the City and charged to the CCCLD.
- 11) 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 CCCLD 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 CCCLD 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 pursuit of their own respective activities.
- (e) 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.
- (f) This Agreement may be amended only by mutual agreement of the Parties once approved by their respective governing bodies.
- (g) 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.

12) Entire Agreement. This Agreement contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. This Agreement shall not be modified in any way except by a writing subscribed by both Parties hereto. The failure of the City or the CCCLD to insist on strict performance by the other of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect. No waiver of any provision of this Agreement shall be deemed to have been made unless in writing and signed by the Party to be charged therewith.

13) Law. This Agreement and all amendments thereof shall be governed and construed in accordance with the laws of the State of Colorado.

14) Notices. All notices required or desired to be given hereunder by either Party to the other shall be given by certified or registered mail. Notices to the respective Parties shall be addressed as follows:

To City:	<u>City of Idaho Springs</u> <u>Attn: City Administrator</u> <u>P.O. Box 907</u> <u>Idaho Springs, 80452-0907</u>
With Copy to:	<u>Collins Cockrel & Cole</u> <u>Attn: Bart Miller</u> <u>390 Union Boulevard, Suite 400</u> <u>Denver, CO 80228</u>
To CCCLD:	<u>Clear Creek County Library District</u> <u>Attn: District Director</u> <u>P.O. Box 338</u> <u>Georgetown, CO 80444-0338</u>

Either Party may, by like written notice, designate a new address to which said notices shall be directed.

- 15) Headings. All headings preceding the text of the paragraphs of this Agreement are inserted solely for convenience of reference, and none of them shall constitute a part of this Agreement or affect its meaning, construction, or effect.

- 16) Interpretation. Interpretation based on drafting the terms of the Agreement shall not be interpreted in favor of or against either Party based on who drafted the document.

- 17) Indemnification. To the fullest extent permitted by law, the CCCLD shall indemnify and hold harmless the City, its officials, contractors and employees and any of them from and against all claims, losses, liabilities, damages and costs (including all attorney fees) which are incurred as a result of the CCCLD's use of the Premises whether any such loss or liability was caused by the negligence of the CCCLD, its agents, employees, customers or members. The City shall not be liable for any damage or injury to or to the CCCLD, its agents, employees, customers or members or any property located or occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the unlawful act of the City, its agents or its employees is not otherwise immune from liability under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.

- 18) 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 sixty (60) 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 sixty (60) is reasonably required to cure the alleged default, if the noticed party fails to commence to correct the same within the said sixty (60) day period or shall thereafter fail to prosecute the same to completion with reasonable diligence. If the CCCLD is required to vacate the premises they have one-hundred twenty (120) days.

- 19) Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the City's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Town Council of the Town of Idaho Springs. In the event that sufficient funds for the obligations contemplated in this Agreement are not made, such event shall trigger termination.
- 20) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of such counterparts when together shall constitute but one and the same instrument.
- 21) Signage. The CCCLD shall have the City's permission to install a sign on the property of the building relative to the CCCLD's business. The size and placement of the sign shall be approved by the City. Further, all costs associated with creation, placement, and removal of the sign are the sole responsibility of the CCCLD.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, City of Idaho Springs and the Clear Creek County Library District have hereunto set their hands and seals all as of the day and year first written above.

City of Idaho Springs:

By: _____

Attest:

Clear Creek County Library District:

By: _____

STATE OF COLORADO

)

)

ss.

)

COUNTY OF _____

Subscribed and sworn to before me by _____ as
_____ of _____ this ____ day of _____,
20__.

Witness my hand and official seal.

My commission expires: _____

Notary Public



AGREEMENT FOR OPERATION AND MAINTENANCE OF IDAHO SPRINGS PUBLIC LIBRARY

THIS AGREEMENT is made and entered into on this 9th day of January, 2006, 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 inconsideration 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 the sidewalks and driveways outside of the landscaped area adjacent to the Library Building.
 - b. Upkeep and maintenance of the sprinkler system in excess of five hundred dollars (\$500.00) annually, said excess costs to be agreed upon in advance by the parties.
 - 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 one thousand dollars (\$1,000.00) annually, said excess costs to be agreed upon in advance by the parties.



2. The District shall be responsible for the following:
 - a. Maintenance of the Library grounds, including but not limited to landscaping maintenance, mowing and watering of the grass and trimming of the shrubs.
 - b. Maintenance of pathways running from the sidewalks and driveways outside of the landscaped area to the entrances of the Library Building, including removal of snow, ice and debris.
 - c. Operation and maintenance of the sprinkler system, keeping it in good working order, including all costs up to five hundred dollars (\$500.00) annually.
 - d. Purchase and maintain, and pay the premiums upon, adequate insurance for public liability, property, casualty and building insurance on the Library Building and grounds and for building contents and business operations, listing the City of Idaho Springs as an additional insured. Property and casualty insurance shall be sufficient to effect replacement of damaged or destroyed components of the Library Building and contents. Liability insurance shall be in amounts at least equal to the limits provided from time to time by the Colorado governmental immunity act, §§24-10 101, *et seq.*, C.R.S.
 - e. Timely payment of all charges for water, sewer and all other utilities for the Library Building.
 - f. One hundred percent (100%) of the cost of such repairs or replacements costing less than one thousand dollars (\$1,000.00). Fifty percent (50%) of the cost of major repairs or replacement of mechanical, electrical, plumbing or heating systems in excess of one thousand dollars (\$1,000.00) annually, said excess costs to be agreed upon in advance by the parties.
 - g. Coordination and administration of projects involving the sharing of costs for maintenance or replacement of materials or systems pursuant to Sections 1.b and e, and 2.c and f above. It is agreed that multiple 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
Attn: City Administrator
P.O. Box 907
Idaho Springs, CO 80452-0907

Clear Creek County Library District
Attn: Director
P.O. Box 338
Georgetown, CO 80444-0338

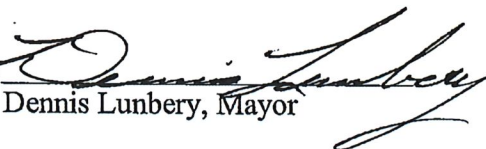
- f. This Agreement shall be recorded in the real property records of the Clear Creek County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the above described real property and the Library Building, and shall be binding upon and inure to the benefit of both parties hereto,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

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

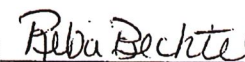
CLEAR CREEK COUNTY
LIBRARY DISTRICT

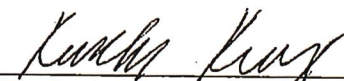
By: 
Dennis Lunbery, Mayor

By: 
JoAnn Sorensen, President

Attest:

Attest:

By: 
Reba Bechtel, City Clerk

By: 
Kimberly Knox, Secretary



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
April 26, 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 April 26, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from April 12, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to April 26, 2021.
- VIII. SCHEDULED PUBLIC COMMENT**
- IX. UNSCHEDULED PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
 - a) March & April project activities
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
 - a) Resolution #07, Series 2021; A resolution approving the terms of a vendor license to Mountain Youth Pedicabs for 2021.
- XIV. ORDINANCE FIRST READING**
 - a) 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.
- XV. ORDINANCE SECOND READING**
- XVI. FINANCE OFFICER**
- XVII. CITY ADMINISTRATOR**
 - a) Staff report submitted with two request(s) for action. Move to approve a proposal from Walker Consultants for \$10,200 to develop programming concept alternatives for the downtown parking structure.
Move to approve a proposal from Silver Plume Home Services for \$8,477.29 to rehabilitate the damaged WWII Memorial on the grounds at the Clear Creek Library from line item 2100-7042. (Improvements Fund)
- XVIII. CITY CLERK**
 - a) Staff report submitted with one request(s) for action. Move to approve a sewer credit of \$330.60 to Chicago Creek Sanitation for 2226 Hwy 103.
- XIX. POLICE DEPARTMENT**
 - a) No staff report submitted.
- XX. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report with no request(s) for action.
- XXI. PUBLIC WORKS: WATER/WASTEWATER**
- XXII. COMMITTEE REPORTS**
- XXIII. MAYOR and COUNCIL**
- XXIV. ADJOURN to May 10, 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%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
APRIL 12, 2021

The City Council of the City of Idaho Springs held a regular meeting on April 12, 2021. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:06 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, Chuck Harmon, John Curtis and Scott Pennell. Art Caccavale was not in attendance. Also present was City Clerk Diane Breece, City Administrator Andrew Marsh, Streets/Water/Wastewater Superintendent John Bordoni and Police Chief Nathan Buseck. City Attorney Carmen Beery was not in attendance.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for April 12, 2021. Scott Pennell seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

John Curtis moved to approve the minutes of March 22, 2021. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

Scott Pennell indicated that he will be recusing from voting on Ordinance #7, Series 2021. Jim Clark said that he will be recusing from voting on the approval of the Allied Towing bill.

Approval of Bills

Chuck Harmon moved to approve bills to April 12, 2021 except the bill to Allied Towing. John Curtis seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve the bill for Allied Towing for \$40.00. Bob Bowland seconded and the motion passed by unanimous roll call vote.

Public Comment

Sydney Lynch was present to address a traffic situation that occurred in the City on March 21, 2021. She states she is hurt and frustrated with how ISPD and Mayor Hillman handled the matter.

Samantha Dhyne was present to ask Council to reconsider allowing liquor at special events. Mayor Hillman informed her that Council did not disallow liquor at special events.

Unscheduled Public Comment

Donna Kline was present to ask Council about the annual contribution to the Mayor's and Commissioners Youth Awards.

Mayor Hillman informed her that the contribution is a budgeted item.

Kelley Flenniken is present to speak on Ordinance #7, Series 2021. She stated that she has concerns about the way this ordinance has been presented and feels that there has been a lack of communication. It doesn't feel collaborative or accurate. She respectfully requests a meeting with City staff and Council to further discuss the subject.

Karen Quanbeck reiterated what Kelley stated. She too had concerns about the process with Four Points and worries that the constraints placed on the project could potentially cause the deal not to be moved to completion.

Libby Caplan- Director of the Clear Creek Library stated that she is encouraging City Council to proceed with the 2017 plans approved by the State Historical Fund and to entertain the idea of renovating and relocating the WWII Memorial to a different site.

Resolutions

Chuck Harmon moved to approve Resolution #6, Series 2021; A resolution designating a temporary handicap parking space at 128 Colorado Blvd., Idaho Springs, Colorado. John Curtis seconded and the motion passed by a unanimous roll call vote.

Ordinance First Reading

Scott Pennell moved to approve Ordinance #05, Series 2021; An ordinance designating body art establishments as conditional uses under the City's Land Development Regulations. John Curtis seconded and the motion passed by a unanimous roll call vote.

Bob Bowland moved to approve Ordinance #06, Series 2021; An ordinance annexing to the City of Idaho Springs certain unincorporated lands 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". John Curtis seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve Ordinance #07, Series 2021; An ordinance conditionally vacating portions of 11th Ave. and an alleyway in the vicinity of blocks 45,55,56,57,66 and S of the City of Idaho Springs. John Curtis seconded and the motion passed by a 5-1 vote with Scott Pennell recusing and John Curtis voting no.

City Administrator

Staff report submitted with two request(s) for action. Mayor Hillman indicated that the request to approve a proposal from Silver Plume Home Services would be tabled.

Scott Pennell moved to approve a proposal from Merrick & Company for \$15,600 to prepare a Land Survey Plat to document and monument right-of-way for the reconstructed sections of Colorado Blvd. from line item 2000-5103 (Ramp Fund). John Curtis seconded and the motion passed by a unanimous roll call vote.

City Clerk

Staff report submitted with one request(s) for action. Chuck Harmon moved to approve a credit to water customer Central Pipeline for \$372.50. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

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 of the elimination of the COVID Dial by the state and the decision to allow individual counties to regulate restrictions. The County Commissioners will be meeting tomorrow to discuss the matter further.

Adjourn

Mayor Hillman adjourned the meeting at 8:05 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Blackwell Oil (284)								
MARCH2021								
MARCH2021	Invoice	Fleet Fuel Streets	04/07/2021	04/20/2021	917.90	Open	03/21	10-10-6191
MARCH2021	Invoice	Fleet Fuel/Parks	04/07/2021	04/20/2021	49.49	Open	03/21	10-60-6191
MARCH2021	Invoice	Wholesale credit	04/07/2021	04/20/2021	31.17	Open	03/21	10-10-6191
Total MARCH2021:					936.22			
Total Blackwell Oil (284):					936.22			
Browns Hill Engineering & Cont (1416)								
20872								
20872	Invoice	service work	04/19/2021	05/18/2021	132.00	Open	03/21	52-00-5000
Total 20872:					132.00			
Total Browns Hill Engineering & Cont (1416):					132.00			
CCMRD (43)								
404								
404	Invoice	Rec Center Passes 1 QTR	04/14/2021	04/30/2021	70.00	Open	03/21	10-30-5215
404	Invoice	Rec Center Passes 1 QTR	04/14/2021	04/30/2021	20.00	Open	03/21	10-20-5215
Total 404:					90.00			
Total CCMRD (43):					90.00			
CenturyLink (569)								
220774632								
220774632	Invoice	Internet service Water Plant	04/12/2021	05/12/2021	337.13	Open	04/21	51-00-5335
Total 220774632:					337.13			
Total CenturyLink (569):					337.13			
City of Idaho Springs (289)								
4012021								
4012021	Invoice	103 14th Ave	04/01/2021	04/30/2021	140.95	Open	03/21	10-10-6050
4012021	Invoice	1711 Miner St	04/01/2021	04/30/2021	242.58	Open	03/21	10-20-6050
4012021	Invoice	200 Colorado Blvd	04/01/2021	04/30/2021	242.58	Open	03/21	10-10-6050
4012021	Invoice	3000 Colorado	04/01/2021	04/30/2021	259.15	Open	03/21	10-30-6050
4012021	Invoice	Citizens Park	04/01/2021	04/30/2021	375.14	Open	03/21	10-60-6050
4012021	Invoice	CRC park	04/01/2021	04/30/2021	209.44	Open	03/21	10-60-6050
4012021	Invoice	macy ruth mill	04/01/2021	04/30/2021	226.01	Open	03/21	10-60-6050
4012021	Invoice	montgomery park	04/01/2021	04/30/2021	109.00	Open	03/21	10-60-6050
4012021	Invoice	Wwtp	04/01/2021	04/30/2021	729.89	Open	03/21	52-00-6001
Total 4012021:					2,534.74			
Total City of Idaho Springs (289):					2,534.74			
Clear Creek County Clerk & Rec (61)								
03262021								
03262021	Invoice	Email Fee	03/26/2021	04/26/2021	2.50	Open	03/21	10-20-5325
Total 03262021:					2.50			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
0035469								
0035469	Invoice	recording doc	04/08/2021	05/08/2021	18.00	Open	04/21	10-20-5316
Total 0035469:					18.00			
Total Clear Creek County Clerk & Rec (61):					20.50			
Clear Creek Mayors and Commissioners (1728)								
4122021								
4122021	Invoice	Mayor & Commissioner Youth Aw	04/12/2021	05/11/2021	2,000.00	Open	04/21	10-21-5036
Total 4122021:					2,000.00			
Total Clear Creek Mayors and Commissioners (1728):					2,000.00			
Colorado Analytical Lab (945)								
210405121								
210405121	Invoice	TSS/testing	04/08/2021	05/08/2021	13.50	Open	04/21	51-00-5201
Total 210405121:					13.50			
210407026								
210407026	Invoice	E-coli Testing	04/08/2021	05/08/2021	23.40	Open	04/21	52-00-5201
Total 210407026:					23.40			
210405103								
210405103	Invoice	Wastewater Testing	04/12/2021	05/12/2021	426.60	Open	04/21	52-00-5201
Total 210405103:					426.60			
210419022								
210419022	Invoice	total coliform P/A compl	04/20/2021	05/19/2021	98.50	Open	04/21	51-00-5201
Total 210419022:					98.50			
Total Colorado Analytical Lab (945):					562.00			
Colorado Asphalt Services Inc (1123)								
0056913								
0056913	Invoice	Cold asphalt	03/29/2021	04/29/2021	875.00	Open	03/21	10-10-6096
Total 0056913:					875.00			
Total Colorado Asphalt Services Inc (1123):					875.00			
Colorado Barricade Co. LLC (79)								
65148483								
65148483	Invoice	Barricade Panel	04/13/2021	05/13/2021	210.00	Open	04/21	10-10-6091
65148483	Invoice	Freight	04/13/2021	05/13/2021	120.00	Open	04/21	10-10-6091
Total 65148483:					330.00			
Total Colorado Barricade Co. LLC (79):					330.00			
Colorado Community Media (1981)								
23033								
23033	Invoice	Legals	04/16/2021	05/16/2021	43.44	Open	04/21	10-20-5312

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 23033:					43.44			
Total Colorado Community Media (1981):					43.44			
Comcast (1486)								
120443314								
120443314	Invoice	New High speed internet for WTP	04/01/2021	05/01/2021	2,522.26	Open	03/21	52-00-5335
Total 120443314:					2,522.26			
0194987 4052021								
0194987 4052021	Invoice	Pd internet	04/05/2021	04/30/2021	212.36	Open	04/21	10-30-5335
Total 0194987 4052021:					212.36			
Total Comcast (1486):					2,734.62			
Community Matters Institute (1949)								
CIS12								
CIS12	Invoice	Planning Services	04/01/2021	04/30/2021	7,165.00	Open	03/21	10-20-5108
Total CIS12:					7,165.00			
CIS12 AR								
CIS12 AR	Invoice	Planning Services	04/01/2021	04/30/2021	6,418.75	Open	03/21	10-20-5108
Total CIS12 AR:					6,418.75			
Total Community Matters Institute (1949):					13,583.75			
DPC Industries Inc. (297)								
737001141-21								
737001141-21	Invoice	Caustic soda liq	04/07/2021	05/07/2021	516.80	Open	04/21	51-00-6201
737001141-21	Invoice	drum cleaning	04/07/2021	05/07/2021	10.00	Open	04/21	51-00-6210
737001141-21	Invoice	fuel charge	04/07/2021	05/07/2021	25.84	Open	04/21	51-00-6210
Total 737001141-21:					552.64			
Total DPC Industries Inc. (297):					552.64			
ELAVON (1295)								
CC 33121								
CC 33121	Invoice	Credit Card Processing Fees	03/31/2021	04/30/2021	301.10	Open	03/21	10-20-5340
Total CC 33121:					301.10			
ONLINE 33121								
ONLINE 33121	Invoice	Online CC Processing Fees	03/31/2021	04/30/2021	299.28	Open	03/21	10-20-5340
Total ONLINE 33121:					299.28			
Total ELAVON (1295):					600.38			
Greg Markle, RLS (1993)								
1955B								
1955B	Invoice	Football Field and Cemetery	04/12/2021	05/12/2021	2,300.00	Open	04/21	10-20-5107

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1955B:					2,300.00			
Total Greg Markle, RLS (1993):					2,300.00			
HRS Water Consultants (851)								
18047								
18047	Invoice	is resevior monitoring	04/08/2021	05/08/2021	297.50	Open	03/21	51-00-5103
Total 18047:					297.50			
18048								
18048	Invoice	Engineering Services	04/08/2021	05/08/2021	5,898.50	Open	03/21	51-00-5103
Total 18048:					5,898.50			
Total HRS Water Consultants (851):					6,196.00			
IntelliPay (1279)								
2711								
2711	Invoice	ACH Fees	03/31/2021	04/30/2021	40.65	Open	03/21	10-20-5340
Total 2711:					40.65			
Total IntelliPay (1279):					40.65			
Motherlode Brewery (1686)								
MINIGRANT 2019								
MINIGRANT 2019	Invoice	Business improvement Grant	04/08/2021	05/07/2021	1,000.00	Open	04/21	21-00-6030
Total MINIGRANT 2019:					1,000.00			
Total Motherlode Brewery (1686):					1,000.00			
Napa Auto Parts (198)								
047648								
047648	Invoice	Wipers for 2500 Chevy	03/14/2021	04/25/2021	37.22	Open	03/21	10-10-6150
Total 047648:					37.22			
Total Napa Auto Parts (198):					37.22			
Peak Performance Imaging Solutions (409)								
61203								
61203	Invoice	Meter Bill	03/17/2021	04/01/2021	275.17	Open	03/21	10-20-5309
Total 61203:					275.17			
PAST DUE PD								
PAST DUE PD	Invoice	Copier Meter Bill/Police past due	04/15/2021	04/30/2021	495.65	Open	03/21	10-30-5309
Total PAST DUE PD:					495.65			
Total Peak Performance Imaging Solutions (409):					770.82			
Quill Corporation (230)								
15582474								
15582474	Invoice	ink	03/25/2021	04/24/2021	101.03	Open	03/21	10-10-6010

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 15582474:					101.03			
15595312								
15595312	Invoice	ink	03/25/2021	04/24/2021	270.97	Open	03/21	10-10-6010
15595312	Invoice	ink	03/25/2021	04/24/2021	220.92	Open	03/21	10-20-6010
Total 15595312:					491.89			
Total Quill Corporation (230):					592.92			
Richard Sonnenberg (1573)								
GC005								
GC005	Invoice	Highway Duty	02/01/2021	04/30/2021	480.00	Open	04/21	10-30-5105
Total GC005:					480.00			
Total Richard Sonnenberg (1573):					480.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
0076381-IN								
0076381-IN	Invoice	Building Permits	03/31/2021	04/30/2021	1,524.74	Open	03/21	10-22-5000
Total 0076381-IN:					1,524.74			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					1,524.74			
SCL Health (1747)								
3281925								
3281925	Invoice	pre employment physical	04/06/2021	04/30/2021	398.70	Open	03/21	10-30-5109
Total 3281925:					398.70			
Total SCL Health (1747):					398.70			
Sprint (750)								
126852313-232								
126852313-232	Invoice	Cell phone Parks	04/08/2021	05/04/2021	31.52	Open	03/21	10-60-5335
126852313-232	Invoice	Cell phone Public Works	04/08/2021	05/04/2021	209.89	Open	03/21	10-10-5335
Total 126852313-232:					241.41			
Total Sprint (750):					241.41			
Staples Business Advantage (1219)								
8061899590								
8061899590	Invoice	Office supplies	04/10/2021	05/10/2021	78.77	Open	03/21	10-30-6010
Total 8061899590:					78.77			
Total Staples Business Advantage (1219):					78.77			
SUEZ WTS Analytical Instruments (1803)								
900761924								
900761924	Invoice	Capsule Filter and parts	01/26/2021	04/30/2021	3,913.00	Open	03/21	51-00-6004
Total 900761924:					3,913.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
900790050								
900790050	Invoice	freight	02/10/2021	04/30/2021	8.90	Open	03/21	52-00-5109
900790050	Invoice	Refund of Sipper Tube	02/10/2021	04/30/2021	294.00-	Open	04/21	52-00-5109
900790050	Invoice	Sipper Tube	02/10/2021	04/30/2021	294.00	Open	03/21	52-00-5109
900790050	Invoice	TOC Filter	02/10/2021	04/30/2021	568.00	Open	03/21	52-00-5109
Total 900790050:					576.90			
900811414								
900811414	Invoice	freight	02/24/2021	04/30/2021	8.88	Open	03/21	51-00-6004
900811414	Invoice	Grab sample tubes	02/24/2021	04/30/2021	123.00	Open	03/21	51-00-6004
Total 900811414:					131.88			
Total SUEZ WTS Analytical Instruments (1803):					4,621.78			
The Spice and Tea Exchange (1994)								
MINI GRANT 2019								
MINI GRANT 2019	Invoice	Business improvement grant	04/08/2021	05/07/2021	518.19	Open	04/21	21-00-6030
Total MINI GRANT 2019:					518.19			
Total The Spice and Tea Exchange (1994):					518.19			
USA Blue Book (376)								
558062								
558062	Invoice	Ammonia Tests and Dechlorinatio	03/30/2021	04/30/2021	709.83	Open	03/21	51-00-5109
558062	Invoice	Freight	03/30/2021	04/30/2021	102.00	Open	03/21	51-00-5109
Total 558062:					811.83			
Total USA Blue Book (376):					811.83			
VISA (1827)								
3967 4042021								
3967 4042021	Invoice	Business Cards	04/04/2021	04/28/2021	20.00	Open	03/21	10-20-5325
3967 4042021	Invoice	Job Posting	04/04/2021	04/28/2021	50.00	Open	03/21	10-20-5313
3967 4042021	Invoice	Webcams	04/04/2021	04/28/2021	185.60	Open	03/21	10-20-7010
3967 4042021	Invoice	Zoom Account	04/04/2021	04/28/2021	108.51	Open	03/21	10-20-5108
Total 3967 4042021:					364.11			
4255 4042021								
4255 4042021	Invoice	Bobs DOT Physical	04/04/2021	04/28/2021	60.00	Open	03/21	10-10-5213
4255 4042021	Invoice	Colorado Certified Water Professi	04/04/2021	04/28/2021	85.00	Open	03/21	51-00-5212
4255 4042021	Invoice	Colorado Certified Water Professi	04/04/2021	04/28/2021	85.00	Open	03/21	52-00-5212
Total 4255 4042021:					230.00			
5203 4042021								
5203 4042021	Invoice	Business Cards	04/04/2021	04/28/2021	71.57	Open	03/21	10-30-5325
5203 4042021	Invoice	Galls Uniforms	04/04/2021	04/28/2021	47.99	Open	03/21	10-30-6030
5203 4042021	Invoice	Galls Uniforms	04/04/2021	04/28/2021	58.89	Open	03/21	10-30-6030
5203 4042021	Invoice	Galls Uniforms Purple Heart	04/04/2021	04/28/2021	28.00	Open	03/21	10-30-6030
5203 4042021	Invoice	Oklahoma ID	04/04/2021	04/28/2021	40.04	Open	03/21	10-30-5350
5203 4042021	Invoice	Rooms for Snow Storm	04/04/2021	04/28/2021	395.03	Open	03/21	10-30-5305
5203 4042021	Invoice	USPS Postage	04/04/2021	04/28/2021	10.10	Open	03/21	10-30-5310
5203 4042021	Invoice	USPS Postage	04/04/2021	04/28/2021	11.95	Open	03/21	10-30-5310

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
5203 4042021	Invoice	USPS Postage	04/04/2021	04/28/2021	33.70	Open	03/21	10-30-5310
5203 4042021	Invoice	USPS Postage	04/04/2021	04/28/2021	4.80	Open	03/21	10-30-5310
Total 5203 4042021:					702.07			
Total VISA (1827):					1,296.18			
Xcel Energy (540)								
726141800								
726141800	Invoice	street lights	04/01/2021	04/26/2021	4,741.45	Open	03/21	10-10-6001
Total 726141800:					4,741.45			
726167733								
726167733	Invoice	2040 Miner St	04/01/2021	04/21/2021	15.95	Open	03/21	10-10-6001
Total 726167733:					15.95			
Total Xcel Energy (540):					4,757.40			
Grand Totals:					50,999.03			

Report GL Period Summary

GL Period	Amount
04/21	8,059.76
03/21	42,939.27
Grand Totals:	50,999.03

Vendor number hash: 49977
Vendor number hash - split: 87719
Total number of invoices: 47
Total number of transactions: 82

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	50,999.03	50,999.03
Grand Totals:	50,999.03	50,999.03



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

Planner Communication

Date: April 21, 2021

To: Planning Commission Members

Thru: Andrew Marsh, City Administrator

From: Barb Cole, Community Development Planner c/o Community Matters Institute

RE: March and April Activities of the Community Development Planners

The Community Development (CD) Planners are working on the following recent, current, and upcoming projects. Community Matters Institute (CMI) serves as the Community Development Planner for the City of Idaho Springs. The level of Community Development activities is stable.

Development applications and pre-applications:

As needed, Staff has "Development Review Committee" meetings to ensure consistent and clear communication with applicants on complex projects. These virtual meetings include: The City Administrator, City Engineer, Planner, Public Works Superintendent, and sometimes the Building Official and City Attorney. Applicants appreciate one set of complete comments from staff.

- **1628 Virginia Street Habitat for Humanity ("Habitat") Project.** Blue Spruce Habitat for Humanity and its architect submitted an application for a hearing by Planning Commission, now scheduled for April 28th. The proposed 8-unit affordable housing project consists of 4 duplexes.
- **1800 Colorado Boulevard.** The project team is finishing documents needed to proceed with construction. The project completes the east wing of the building so that it will match the existing west wing. The project will convert the building from commercial only to mixed use, with both commercial space and 10 apartment units.
- **Annexation of City-owned Cemetery.** Planned annexation of the City's cemetery is scheduled for City Council action at its May 24th meeting. Rezoning the property must occur within 90 days of annexation.
- **Carlson Elementary School.** The proposed administrative plat amendment involves the vacation of a portion of the alley and the creation of a legal lot. Staff is still awaiting the revised survey of both the vacation and administrative plat.
- **Lodge at 1601 Colorado.** The new owner plans to return the building to being a hotel. Currently clean up and removal of non-historic construction is taking place inside the building. Before making exterior changes to a building in the downtown historic district or other designated historic sites, the owner must obtain a Certificate of Appropriateness (COA) from the Historic Preservation Review Commission (HPRC). Tentatively HPRC at its May 19 meeting will make a preliminary review of proposed exterior work.

- **RV Park.** The City continues to receive inquiries regarding development of the approved RV park at 958 East Idaho Springs Road (County Road 314).
- **Redevelopment of Gold Digger Field and the School Bus Maintenance Facility.** These Clear Creek School District properties are under contract with Four Points Funding that has completed housing projects in Vail and Steamboat Springs. The City had an introductory meeting with the developer and was informed that the proposed plan includes affordable housing. The project will most likely involve a rezoning, a major subdivision, and dedication of streets, as well as vacation of existing right-of-way (ROW). The vacation ordinance for the ROW has had first reading. The second reading is scheduled for May 10.
- **200 Whitewater Road fence.** The Variance Board approved a replacement fence along East Idaho Springs Road (CR 314). Working with the City and the County, the Colorado Department of Transportation will widen the right-of-way (ROW), improve the road surface, and add a trail along the north side of CR 314. The construction of the trail will require removal of the existing fence, but the new fence will be in the same location as the existing fence.
- **Library Park.** The proposed site improvements and the World War II Memorial were discussed at the March meeting of HPRC. The Library District was seeking a new Certificate of Appropriateness (COA) for the planned improvements, since the previous COA in 2017 had expired. At its April meeting, the HPRC approved a new COA for the site improvements. The approval included restoration of the Memorial in its current location.
- **Riverbend.** The second and larger building is nearing completion.

Other activities:

- **Code amendments.** Following discussion by Planning Commission at its March meeting, the CD planners are working on several amendments to the Land Development Regulations or LDR (Chapter 21 of the Municipal Code). These amendments are primarily intended to clarify existing regulations, such as the treatment of offsite parking.
- **Inquiries.** Staff responded to several inquiries by property owners, developers, and real estate appraisers.
- **Email.** Staff continues to monitor and respond to emails on a daily basis.

/bc

Filename: C:\...\2021-04-20 Memo to PC re Community Development Activities

CITY OF IDAHO SPRINGS
Clear Creek County

Resolution No. 07, Series 2021

A RESOLUTION APPROVING THE TERMS OF A VENDOR LICENSE TO MOUNTAIN YOUTH PEDICABS FOR 2021

WHEREAS, in July of 2020, the Mountain Youth Network (MYN) obtained a vendor license to provide pedicab rides in and around the City of Idaho Springs ("City") under certain terms and conditions through the remainder of the 2020 calendar year;

WHEREAS, the MYN has approached the Idaho Springs City Council ("City Council") with a request to renew its pedicab vendor license for the 2021 calendar year ("Pedicab Operation") to and

WHEREAS, the proposed Pedicab Operation seeks to provide rides to City visitors upon City streets and other public paths, such as sidewalks, the Greenway and potentially the downtown pedestrian mall area if the Council chooses to again implement a downtown pedestrian mall area in 2021; and

WHEREAS, the use of City streets and public paths to carry individuals by pedal carts presents the potential for public safety hazards, if not properly limited and regulated; and

WHEREAS, Article VIII of Chapter 9 of the Idaho Springs Municipal Code ("Code") requires any person or entity wanting to provide goods or services by a moveable cart on City streets to obtain a vendor's license to do so; and

WHEREAS, the City's vendor license regulations require the City Council to expressly authorize a vendor to operate within the City's historic district; and

WHEREAS, the City Council wishes to authorize the Pedicab Operation, including within the City's historic district, upon those terms and conditions further set forth herein.

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

Section 1. Mountain Youth Pedicabs are hereby approved for a City vendor license to operate pedicab services within the City, expressly including the City's historic district, for the duration of calendar year 2021. Nothing herein shall preclude the City from renewing or extending the vendor license approved hereby by subsequent action of the City Council.

Section 2. Services provided under the vendor licensed approved hereby shall comply with all restrictions imposed on vendor licenses under Section 9-116 of the Code. Additionally, the following restrictions shall apply. In the event of a conflict between the terms set forth below and the Code, the more restrictive requirement shall apply:

- Permissible Hours of Operation (local time): 9:00 A.M. – 9:00 P.M.
- Except as provided below, pedicabs may operate on City streets in compliance with all traffic laws applicable to bicycle traffic (see Chapter 15 of the Code).
- Pedicabs may not operate upon Colorado Boulevard.
- Except as otherwise provided below, pedicabs may operate on City sidewalks, the Greenway and other pedestrian paths only by yielding the right-of-way to pedestrians on such paths and by audibly announcing the pedicab's presence (e.g., by voice, bell or other audible cue) when approaching a pedestrian from the rear or side.
- Pedicab operation on sidewalks in accordance with the terms of this License shall not constitute a violation of Code Section 13-9 (Skateboards, rollerblades, roller skates, bicycles restricted from sidewalks).
- Pedicabs may not operate upon sidewalks within the Historic District.
- Pedicabs may not operate upon sidewalks that are unable to safely accommodate a pedicab's safe passage, whether by reason of sidewalk width, elevation, or any other condition.
- Pedicab operators must comply at all times with applicable Public Health Orders concerning COVID-19 protocols.
- Signage on pedicabs must comply with signage requirements applicable to other moveable items on the right of way (Code Sec. 20-142(F)):
 - Must be permanently attached (not changeable copy);
 - Displayed while pedicab is being operated or stored in the normal course of business;
 - Provided that the primary purpose of the pedicab is not for the display of signs and it is parked and stored in areas appropriate to its use as a pedicab.
- The broadcasting of audio from pedicabs by any artificial means, such as microphones and speakers, is prohibited. This does not prohibit the use of personal-grade audio devices by pedicab operators for the purpose of providing audio primarily to the operator and/or passengers.
- Pedicabs shall be marked with reflective symbols, striping or other visual markings that render them plainly visible during both broad daylight and dusk hours.
- Pedicabs may operate under human (pedal) power only; operation of pedicabs by motor, engine or other artificially-aided means is prohibited.

INTRODUCED, READ AND ADOPTED this 26th day of April, 2021.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

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: April 26, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve a proposal from Walker Consultants in the amount of \$10,200.00 to develop programming concept alternatives for the downtown parking structure. Account number 21-00-5103 (Improvements Fund).
- Motion to approve a proposal from Silver Plume Home Services in the amount of \$8,477.29 to rehabilitate the damaged World War II Memorial on the grounds of the Clear Creek Library. Account number 21-00-7042 (Improvements Fund).

Updates:

- Participated on April 8 in the interviews of the three finalist firms to conduct a Fire and EMS Study regarding partial or complete consolidation in the County.
- The Mayor attended on April 8 the quarterly meeting of the I-70 Coalition.
- The Mayor and staff participated on April 9 in the interviews of four candidates for the position of Community Development Planner. Background and reference checks are underway for the top two candidates.
- Jon attended on April 11 an Exit 240 Placemaking Brainstorming Session hosted by the Clear Creek School District, Four Points Funding, and Urban Neighborhoods.
- Attended on April 12 the City Council tour of the Wastewater Treatment Facility Improvements Project.
- The Mayor and staff met on April 15 with representatives of the Library District regarding the landscape plan, the World War II memorial, and the Operations and Maintenance Agreement.
- The Mayor and staff met on April 15 with representatives of the School District and Four Points Funding regarding the proposed redevelopment of Gold Digger Field and the Bus Maintenance Facility.
- The Mayor and I met on April 20 with representatives of JVA and Walker Consultants regarding next steps with the design of the downtown parking structure.
- The Mayor, Jon and I attended on April 20 the monthly board meeting of the Clear Creek Economic Development Corporation.

- Jon and I attended on April 20 the Historic Preservation Review Commission meeting regarding a Certificate of Appropriateness for the Library landscape project.
- The Mayor and I attended on April 21 the Project Leadership Team meeting for the reconstruction of I-70 between the Veterans Memorial Tunnels and Floyd Hill.
- 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:

- The Planning Commission will meet on Wednesday, April 28 at 6:00 p.m. regarding the final development plan for the Habitat for Humanity 8-unit townhome project at 1628 Virginia Street.
- I will be on vacation April 23 through April 26.
- Save the date: The City Council Retreat will be held on Friday, May 21.



10375 Park Meadows Drive, Suite 425
Lone Tree, CO 80124

303.694.6622
walkerconsultants.com

March 19, 2021

Andrew Marsh
City Administrator
City of Idaho Springs
PO Box 907
1711 Miner Street
Idaho Springs, CO 80452
Phone: 303.567.4421
Email: admin@idahosprings.com

Re: *Proposal for Parking Structure Programming Concept Alternatives
Idaho Springs, Colorado*

Dear Mr. Marsh:

Thank you for inviting WALKER to participate in the recent meeting with the City of Idaho Springs. Based on conversations between JVA and the City of Idaho Springs providing is the following proposal for parking consulting services. We are confident our 50 years of parking design and consulting experience will prove valuable to your project.

PROJECT UNDERSTANDING

Downtown Idaho Springs is a historic shopping and entertainment district that includes a mix of locally-owned shops, restaurants, bars, breweries, and recreation venues. The downtown thrives on tourist traffic arriving via I-70, including visitors on their way to/from activities such as hiking, biking, winter sports, white water rafting, tours, and/or sightseeing in the Rockies. Summer and winter are the traditional peak seasons, though locals have also noticed an uptick in downtown activity during the shoulder seasons as well.

As a tourist destination, publically available parking within the downtown core is critical to the success of many businesses and to attract (and retain) sales tax revenues. The City currently manages roughly 390 parking spaces located on-street and in several public lots. However, lack of convenient and readily visible parking at peak times is still cited as a major concern of downtown business owners and visitors.

In 2015, the City hired a team from the UC Denver / Community College of Denver, University Technical Assistance (UTA) program to complete a parking study for the downtown. The study identified a shortage of downtown parking spaces (per code requirements) and recommended a target of several hundred new spaces be added in a possible new downtown parking garage. (Signage and wayfinding improvements were also suggested per an earlier study completed by Downtown Colorado Inc.)

In response to the need, the City has purchased and cleared several adjacent properties located south of Idaho Street and east of 14th; the partial block is now being used as temporary overflow parking lot. This site and the adjacent properties west of 14th Avenue to 13th Avenue are being considered for a garage as a long-term solution. However, other preexisting conditions such as site geometrics, existing lease commitments and possible future CDOT development of a transit slip lane require careful consideration for establishing structured parking.



Because of the trade-offs for any alternative, the City is interesting in further investigating parking garage options to determine the best solution for the downtown. The City has requested a proposal from WALKER to address additional possible structured parking options to arrive at an efficient footprint and best fit for the downtown character. Based on our understanding of the project, Walker proposes the following scope of work:

SCOPE OF SERVICES

1. Meet with representatives from JVA and stakeholders from the City of Idaho Springs to discuss the project goals, gather data, and review the number of spaces, site constraints, access concerns, and other programming issues related to the parking supply on the property. We assume there will be site plans made available to us that show property lines and survey information in CADD format.
2. Using site plans to be furnished to us in electronic format (ACAD dwg. Or Revit), we will evaluate, at a conceptual level, potential parking layouts, traffic circulation, ramping systems, vehicular entry/exit configurations, and pedestrian portals for the new garage options. Although conceptual in nature, these plans will be based on sound parking design principles to provide efficient, user-friendly parking for the project.
3. Investigate zoning and/or municipal codes for parking geometric requirements, setbacks, height limitations and other criteria impacting parking structure design.
4. Prepare conceptual drawings for parking garage options as agreed to by the client and Walker. For each option, we will provide footprint, number of levels, and overall anticipated parking count. Confirm the number of spaces to be provided and other program requirements of the project including stall size, user groups (guests, employees, residents etc.), parking controls, security requirements, ceiling heights, pedestrian towers, etc.
5. Develop functional design options including various ramping schemes, parking angles, traffic flow, etc. Discuss the advantages and disadvantages of each scheme and reach a consensus with the City as to the preferred scheme. Up to three (3) different schemes are included in our initial budget.
6. Generate a massing image for the proposed structure projected within Google Earth reflecting the relationship of the parking structure to adjacent structures and other site features.
7. Submit conceptual documents for your review and analysis. Incorporate review comments and issue updated documents.
8. Meet with the City of Idaho Springs and other stakeholders to review the updated parking options. A total of two (2) meetings are included in our initial budget which consist of a kick-off meeting and a meeting with CDOT, JVA, and City of Idaho springs representatives.

OPTIONAL SERVICES

Upon completion of the conceptual options, Walker would be happy to provide a scope and fee for design phase services. We are able to provide full functional, structural and project management services and will assemble the remainder of the design sub consultants to work under us needed to execute the design.

FEES AND EXPENSES



Walker proposes to provide the services as described above on a lump sum fee basis of **Ten Thousand Two Hundred Dollars (\$10,200.00)**, including expenses (phone, reprographics, travel etc.) Additional in person meetings beyond those identified in the scope of work will be billed on a time and material basis.

Thank you for the opportunity to discuss this exciting project with you and to provide this proposal. We look forward to working with you!

SCHEDULE

We are able to begin work on this project within one week of your written authorization and notice to proceed. Following our initial meeting and receipt of background survey information, we estimate approximately two to three weeks to complete this assignment, depending on the number of options explored.

Please call if we can clarify any of the above for you. Thank you for your consideration of Walker Parking Consultants. We look forward to partnering with you.

Sincerely,

WALKER PARKING CONSULTANTS

A handwritten signature in blue ink, appearing to read "KTD 7/2", is written over the printed name.

Kirk Taylor, P.E.
Principal, Director of Design

Enclosures: General Conditions of Agreement for Consulting Services

Sent via email

AUTHORIZATION

Trusting the above meets with your approval, please sign and return one copy of this proposal to serve as our written authorization and notice to proceed.

CITY OF IDAHO SPRINGS

Accepted by: _____

Title: _____ Date: _____

SERVICES

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

~~Prior to commencement of services the CLIENT agrees to make an Initial Payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.~~ Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



Silver Plume Home Services

P.O. Box 958

Silver Plume, Co. 80476

303-569-3148 sphs@comcast.net

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
A preliminary estimate to rehabilitate the World War II museum on the grounds of the Idaho Springs Public Library. This work shall include the installation of a new formed galvanized cap metal, installation of new glass doors constructed from weather resistant wood framed doors to match existing door frames with 1/4" safety plate laminated glass glazing, new 3-1/2" solid brass ball hinges, installation of new sign wiring with LED lighting, wiring will originate at existing sign junction box, rehabilitation of memorial wood lettering and cap moldings and some painting. Work will not include changes to the sign hand lettering of names and background metal. This estimate is for the items expressly contained in the estimate and only these items.						
Installation and maintenance of a temporary enclosure to protect the memorial during the period of work						
1.00	B1@6.000	Ea	75.00	196.20	0.00	271.20
Removal and replacement of galvanized cap metal. New cap to be custom formed metal cornice to fit over lipped top with small metal kick over wood crown molding. Metal cap will be canted to drain off the back.						
1.00	B1@3.000	Ea	625.00	98.10	0.00	723.10
Rehabilitation of cap moldings and epoxy sealing of existing hand carved wood letters. New moldings to be replicated from existing molding profiles using Azek cellular PVC						
1.00	1C@11.00	Ea	175.00	646.30	0.00	821.30
Construct new doors to match existing doors. Doors will be constructed from weather resistant hardwood (teak or white oak) rails and stiles with laminated glass lites. Meeting rails to have formed astragal to seal opening.						
2.00	1C@13.50	Ea	840.00	793.20	0.00	1,633.20
Installation of doors with new ball hinges to match existing hinges and concealed locking system						
Installation of doors with 4 - 4" hinges per door						
2.00	B6@8.000	Ea	360.00	292.00	0.00	652.00
Installation of locking hardware, 2 flush bolts on passive door and top and bottom mortised deadbolts on active door. Hardware allowance of \$125						
1.00	B1@4.000	Ea	125.00	130.80	0.00	255.80
Installation of new wiring and lighting, subcontract.						
1.00	--@.0000	Ea	0.00	0.00	0.00	1,750.00
Painting allowance						
1.00	PA@8.000	Ea	200.00	453.60	0.00	653.60

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
Total Manhours, Material, Labor, and Equipment:						
	53.5		2,400.00	2,610.20	0.00	5,010.20
Total Only (Subcontract) Costs:						1,750.00
Subtotal:						6,760.20
14.00% Overhead:						946.43
10.00% Profit:						770.66
Estimate Total:						8,477.29

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: April 23, 2021
Subject: Staff Report

- ✓ Attended HPRC meeting on April 20, 2021
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals

Request for action: Move to approve a sewer credit of \$330.60 to Chicago Creek Sanitation for 2226 Hwy 103.



Idaho Springs City Hall

1711 Miner St • PO Box 907

Idaho Springs CO 80452

(303) 567-4421 • FAX (303) 567 4955

April 21, 2021

Re: Water account 1.0670.1

Jack Pine Mining Co

Deb Rutzebeck

2226 Hwy 103, PO BOX 66

Idaho Springs, CO 80452

Dear City Council,

On 04/01/2021 we did a water meter read for 2226 Hwy 103; the read showed a usage of 59 thousand gallons of water. This was alarming as the average usage for this property since 2016 has been between 1 and 2 thousand gallons. In the water billing software, I did not have a phone number to reach out to this customer to advise of the extremely high usage. On 04/21/2021, I received a locate request for this property from 811 for Tom Lalonde (LaLonde Heating and Cooling). I am familiar with Tom, so I called his cell and advised him of the high usage and asked him to notify the customer as I did not have any contact information on file.

On 04/21/2021 I received a phone call from Deb Rutzebeck (property owner) stating that Tom had notified her of the usage. The reason for this high usage is because the tenant at this property went and stayed with a friend for 3 days and the pipes in the mobile home froze and started leaking. Deb stated she had spent \$1,600.00 to get these pipes fixed and stop the leak.

Ms. Rutzebeck is asking Chicago Creek Sanitation for a one-time reprieve of the significant sewer bill because of this leak situation. For Chicago Creek to pass along a credit to her, the City would need to give Chicago Creek a credit being the City bills Chicago Creek for this amount of usage. The total amount billed to Chicago Creek for this account was \$389.04. The usual amount billed to Chicago Creek for this account using the usual usage of 1 thousand gallons is \$58.44. This is an increase of \$330.60.

I recommend giving Chicago Creek Sanitation a credit of \$330.60 so they can in turn give Ms. Rutzebeck a credit of \$330.60 off his Chicago Creek Sanitation sewer bill. Does Council agree with the City giving Chicago Creek Sanitation a credit for this excessive usage being this was not actually sewage that had to be treated?

Sincerely,

A handwritten signature in black ink, appearing to read "Wonder Martell".

Wonder Martell

Administrative Clerk

City of Idaho Springs

303-567-4421 x 113



To: Michael Hillman, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: April 26, 2021

Subject: City Council Report for April 26, 2021

Requests for Action: No Action Items

Calls for Service: Calls for service April 12 2021 thru April 22, 2021 = **181**.

COVID-19 No incidents of reports of COVID related illnesses among Department members. All civilian and sworn members reporting for duty.

Virginia Canyon Mountain Park: No status change.

Meetings:

Chief Buseck attended the MAC meeting for Emergency Mass Evacuations on April 15 2021.

Chief Buseck attended Emergency Service meeting for traffic diversion to avoid gridlock in the city limits.

Chief Buseck attended a meeting with CCSO regarding county operations with dispatch A.

Mark Hanschmidt attended the Advocate board meeting April 20 2021.

Code Enforcement: The city CEO continues to conduct spot checks of Public Health Order violations. No violations reported. Zac continues to augment patrol officers, take found property reports, and conduct security checks of the parks. By engaging in these duties, he continues to free up officers.

Training: No training to report, trainings are limited due to COVID 19.

Staffing: 100% staffing

Significant Incidents:

210314: At approximately 12:30 AM on April 14th, 2021, Officers were on patrol on Miner St checking local businesses for suspicious activities where there had been previous thefts at night. Officers observed a car parked off the side of the road at the western edge of a closed business with their lights on. Given the time of night and the recent property crimes occurring, Officers contacted the vehicle which then attempted to drive away. Officers could smell the odor of alcohol on the driver, his eyes were watery, his speech was lethargic and slurred. The driver didn't want to do roadsides and was then taken into custody. The driver chose a blood draw and issued a summons and released to his mother. Case closed, adult arrest. Response Time: On-view arrest.

210310: At approximately 4:30 PM, April 12, 2021, ISPD Officers were dispatched to a report of a cold assault on a juvenal that occurred on Miner Street. The victim had a bloodied face, his nose was swollen and crooked, along with two scrapes on the right side of his face which were still bleeding. The victim said he and the suspect, also a juvenal, were walking down the street side by side. The suspect suddenly strikes the victim in the side of the head with his fist and he falls to the ground. Officers contacted the District Attorney's Office and had assault charges filed against the suspect. Case closed, Juvenal arrest. Response Time: 5 minutes.

210322: At approximately 3:30PM April 16 2021 ISPD Officers were dispatched to local business for a report of a harassment. The reporting party stated that her employee has been repeatedly harassed by an unknown male. The employee had previously asked him to put his mask on while shopping, and that ever since that encounter, the male party has been hostile and threatening towards the employee. Officers looked at surveillance video, taken on April 14th, which shows the unknown male suspect being aggressive, walking up to the employee and yelling at him. Officers are reviewing the video and trying to ID the suspect. This case is open. Response Time: 1 minute.

210328: At approximately 4:35 PM April 18, 2021 ISPD Officers were dispatched to Town of Empire, on an assist to the Clear Creek Sheriff's Office. Officers learned there was a suicidal party at a residence, threatening to hurt themselves. It was being reported that the girlfriend came home to find her boyfriend barricaded in the bathroom. He was armed with a knife and the girlfriend was stating he had cut himself. The man was sitting in the bathroom with blood running down his shirt. When the paramedics arrived, they stopped the bleeding and the man was transported to the hospital for medical care. Case closed; other agency assists. Response Time: 5 minutes.

210330: On April 18 at approximately 10:00PM ISPD officer conducted a traffic stop on I-70 at the 242. During the course of the stop the officers could smell alcohol on the driver the driver did not complete his road sides as a sober person would. The driver was cited for driving under the influence of alcohol. During the inventory of the vehicle ISPD officers found hallucinogenic in the vehicle. The driver was also charged with possession of controlled substances.



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

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: APRIL 26 2021
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Pothole repair
Dirt road repairs
Re-open road to the reservoir after snowfall on the 20th
Snow removal

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter reading and repairs.
Waste water line jetting
Manhole repairs

WATER & WASTEWATER

Work is in the final stages of the first SBR/AGS basin. Crews will be testing the aeration system by partially filling the basin with water. Fisher construction partially filled the basin with water checking for and repairing air leaks on the lines they have installed.

MINER STREET

City crews along with CDOT are scheduled to remove the cement barriers from Miner Street starting May 3rd. At that time, we will close Miner Street to all traffic for the summer.

CDOT contractor Graham has been working on adjustments and repairs to the sewer line previously installed, they tell me maybe another week to complete the work and connect to Chicago Creek sanitation.

Graham contracting is currently working on grading and will start curb & gutter in the east half of the parking lots.

Weather has delayed some of the work they were scheduled to complete on the westbound I-70 240 exit ramp.

JOHN BORDONI