



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
CITY HALL
MONDAY, APRIL 19, 2021
5:30 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) to confer with the City Attorney and receive advice concerning the City's legal rights and options concerning the Argo-VCMP project.

ADJOURNMENT



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
April 19, 2021
6:00 p.m.**

- ❖ **Pedicabs-Laura Robertson**
- ❖ **July 4th bands-Phyllis Adams**
- ❖ **WW II Memorial**
- ❖ **Library Landscape Plan and Operations & Maintenance Agreement**
- ❖ **Right-of-way vacation-Gold Digger Field and Bus Maintenance Facility**
- ❖ **Amortization of water and sewer tap fees**
- ❖ **Development Impact fees**
- ❖ **Business Improvement Grant Program-Jon Cain**
- ❖ **Copier Leases-Wonder Martell**

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

CITY OF IDAHO SPRINGS
Clear Creek County

Resolution No. 20, Series 2020

A RESOLUTION APPROVING THE TERMS OF A VENDOR LICENSE TO MOUNTAIN YOUTH PEDICABS FOR 2020

WHEREAS, the Mountain Youth Network (MYN) has approached the Idaho Springs City Council ("City Council") with a draft proposed business plan for the Mountain Youth Pedicabs ("Pedicab Operation") to provide pedicab rides in and around the City of Idaho Springs ("City") commencing this summer of 2020; and

WHEREAS, the proposed Pedicab Operation seeks to provide rides to City visitors upon City streets and potentially other public paths, such as sidewalks and the Greenway, including in and around the City's current pedestrian mall oriented area of the downtown Historic District; 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, on a limited trial basis for the duration of calendar year 2020. Nothing herein shall preclude the City from renewing or extending the vendor license approved hereby by subsequent action of the City Council.

Section 2. The Terms of the vendor license shall be as generally proposed by the Draft Business Plan and 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, the Business Plan or the Code, the more restrictive requirement shall apply:

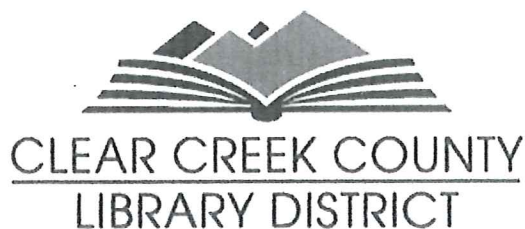
- Permissible Hours of Operation (local time): From sunrise until thirty (30) minutes after sunset.
- Except as provided below, pedicabs may operate on City streets in compliance with all traffic laws applicable to bicycle traffic (see Chapter 15 of the Code).
- Pedicabs may not operate upon Colorado 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.
- 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 is prohibited. (Moveable signs prohibited within rights-of-way, Code Sec. 20-143(I)(2))
- The broadcasting of audio from pedicabs by any artificial means, such as microphones and speakers, is prohibited.
- 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 20th day of July, 2020.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk



District Office & Archives Library
809 Taos Street, PO Box 666, Georgetown, CO 80444 * 303-569-2403
John Tomay Memorial Library
605 6th Street, PO Box 338, Georgetown, CO 80444 * 303-569-2620
Idaho Springs Public Library
219 14th Avenue, PO Box 1509, Idaho Springs, CO 80452 * 303-567-2020
www.ccclld.org

February 22, 2021

Mayor Michael Hillman
PO Box 907
Idaho Springs, CO 80452

Dear Mayor Hillman

I believe we can agree that the City of Idaho Springs (the City) and the Clear Creek County Library District (CCCLD) are both dedicated to the preservation and continued operation of the historic Carnegie Library premises. Since the City has more responsibilities than the just the Library, many of which are a higher priority than the routine maintenance of the Library, the CCCLD would like to propose the terms in the attached agreement.

As we see it, there are two levels of upkeep involved in maintaining the historic Carnegie Library building and premises. Level one includes minor and routine maintenance and level two covers major repairs and improvements. The City, as the owner of the premises has responsibility for both levels. The employees of CCCLD, as the occupant and operator of the Library, have day-to-day contact with the premises and can easily identify the level one minor and routine maintenance needs. To further alleviate the City from having to deal with level one issues, the CCCLD proposes to take responsibility for these minor and routine maintenance items. To do so, the CCCLD requests that the City provide funds to the CCCLD to cover these costs. We propose that the amount of \$12,000 be given to the CCCLD to cover level one maintenance costs. This is calculated based on 1/4 of an employees' time spent on such maintenance at a salary of \$20.00 per hour plus benefits for 2000 hours per year plus material needed totaling \$48,000. The City would still bare total responsibility for level two.

Thank you for reviewing and commenting on this document. We strongly believe that having this document in place will help us work together to better maintain the historic Carnegie Library and premises.

Best regards,

Dick Woods
President CCCLD Library Board
DW4WD@aol.com
303-674-7621

**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. Premises. 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 property and at any termination of the Agreement, surrender Building and premises in like condition as they are 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 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 a yearly account of the expenditures for minor and routine maintenance. If the amount is less than the amount provided by the City for the year, the balance will be placed in the account for the following year. If the amount is more than the amount provided by the City for the year, the deficit will be carried forward for the following year. The balance at the end of any year should not exceed twice the amount due the following year and if so the amount due the following year can be reduced by 50%.

(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, electrical, landscaping, lawn sprinkler system, lighting and parking area.

(c) Any major improvements that would increase or serve to maintain the capital value of the property or building is the sole responsibility of the City.

(d) Any single expense greater than \$2,500, involving the building or property, proposed by either party would require the agreement of both parties. For this discussion, the contact person for each Party shall be the designated in #14.

(e) Both Parties will designate in writing their person to be the contact concerning any minor or routine maintenance issues. For emergency issues of this kind 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.

2. Parking. The City will designate the parking adjacent to the premises on both 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.

(a) 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.

(b) All other utility costs shall be the responsibility of the City including, but not limited to, any exterior sprinkler water system.

7. Legal Arbitration. 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 Premises 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.

(b) 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 untenable, 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.

22. 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 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 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

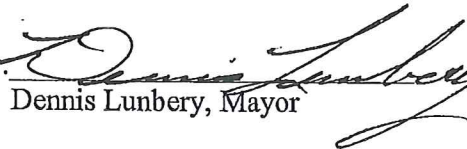
- f. This Agreement shall be recorded in the real property records of the Clear Creek County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the above described real property and the Library Building, and shall be binding upon and inure to the benefit of both parties hereto,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

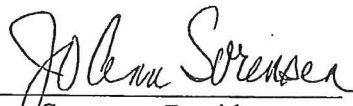
4. Termination. Either party may terminate this Agreement for a material default in the other party's performance of this Agreement which default continues and is not cured for a period of thirty (30) days after written notice specifically setting forth the nature of the default has been given to the 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

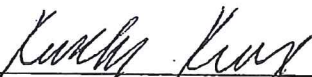
By: 
Dennis Lunbery, Mayor

By: 
JoAnn Sorensen, President

Attest:

Attest:

By: 
Reba Bechtel, City Clerk

By: 
Kimberly Knox, Secretary



4PF OZ Management, LLC
345 Lincoln Ave, Suite 206
Steamboat Springs, CO 80487

To: City Council of Idaho Springs
Cc: Andrew Marsh, Carmen Beery

April 14, 2021

Re: New Development

Dear Council Members,

I am writing to you on behalf of Four Points Funding LLC, who is pursuing the development of Golddigger Field and the adjacent Bus Barn (aka Block 57). As we are pulling together our plans for the site, both its use and the development budget, we are asking city council to consider the following conditions as part of our application.

- 1) We would like for any improvements that we are to make on Miner Street in widening and updating this road to contribute to the assessed impact fees per section x of the municipal code. We believe this work will more than address the improvements this site will necessitate and will provide for better flow for our residents and the existing residents adjacent to the development site. These needs will be confirmed in a traffic study we will commission.
- 2) We would like Council to consider the amortization of our Tap Fees over a reasonable period (10-15 years is the proposed duration). We would propose that the cost of this 'amortization' be above the city bonding rate, but not to exceed 5% interest. While details will need to be determined, we believe the mechanism to do this could be similar to C-PACE with an increment assessment on the property and that financing would be secured through this incremental property specific tax (therefore not interfering with the first deed of the property that will be assigned to our lender).

We are thrilled to be part of Idaho Springs and have a strong belief that transparency and collaboration will lead to the creation of an asset for the city and its residents which plays a strong role in smart progress.

Thank you for this consideration.

Stephanie Copeland

Partner, Four Points Funding



Idaho Springs City Hall

1711 Miner St • PO Box 907

Idaho Springs CO 80452

(303) 567-4421 • FAX (303) 567 4955

April 15, 2021

RE: City Hall/PD Copy Machine Lease Expiration

Dear City Council,

In August of 2021, our lease with our current printer/scanner/copier/fax machine company will expire. I was tasked with reaching out and finding a few different proposals for a printer and printer service. Although our current lease expires in August of 2021, the printer that we currently have is now obsolete and it is breaking down, so the time frame to choose a service has become more of a need now than a wait for our lease to be up.

I reached out to four different printer companies to try to find the best quotes that we could get for the services that we need. The four companies were All Copy Products, Toshiba, ABP Copy and our current provider Peak Performance. What we need is an all-in-one machine that can print, copy, scan and fax. We also use the stapler feature in our current machine. PD has specified that they need a smaller machine because they are space limited at their current facility.

After reviewing all four of the proposals that we received, my recommendation is that we stick with our current provider Peak Performance. They are very familiar with all the functions that we use this machine for (like utility bills) and the service they provide us is exceptional. I have listed a couple of the benefits of the Peak Performance proposals below.

PD: 36-month lease \$93.96 per month, B&W pages cost \$0.01 per page and color is \$0.08 per page. The machine proposed for PD is an all-in-one machine (print/copy/fax/scan) also has a staple feature and can print 30 pages per minute.

CITY HALL: 36-month lease \$143.42 per month, B&W pages still cost \$0.01 per page and color is also \$0.08 per page. 45 pages per minute, also an all in one (copy/print/scan/fax) and also has a staple feature.

Both lease agreements include all toner, developer, parts, consumables, and labor. They do not include paper or staples. To show you an example of the cost difference, the other top contender is ABP, and their quotes are below.

CITY HALL: 36-month lease \$440.00 per month, B&W copies are \$0.01 per page and color is \$0.08 per page.

PD: 36-month lease \$235.00 per month, B&W copies are \$0.01, and color are \$0.08 per page.

Sincerely,

Wonder Martell

Administrative Clerk

City of Idaho Springs

City of Idaho Springs

City Council Communication



Meeting Date: April 19, 2021

Presented By: Jonathan Cain, Assistant City Administrator

Item: Freeport McMoRan Façade Improvement Grant Update

BACKGROUND

On April 5, 2021 City Council directed Staff to complete the remaining 3 outstanding projects from the 2019 Façade Improvement Mini Grant Program. Two of the awardees, The Spice and Tea Shop and Tommyknockers have turned in the required documents to be reimbursed from the program. The remaining outstanding project is Canyon Outpost.

After the reimbursements to Tommyknockers and The Spice and Tea Shop, the City has \$6,481 dollars remaining in the Façade Improvement Mini Grant Program fund. City Staff has had discussions with the Freeport McMoRan foundation, who originally awarded the \$40,000 grant to the City for this program. We have identified two alternative uses for the remaining funds. The Freeport McMoRan foundation has indicated that either alternative will meet the needs of the Foundation, although their preference would be alternative 2.

Alternative 1: Second Round of Grants to Businesses in Idaho Springs

Under Alternative 1, the City would advertise for a second round of façade improvement mini grants to businesses in the City that generate sales tax. The “rules” of the program would remain the same, however the award amounts could change to reflect the amount of funding remaining in the program.

Alternative 2: Whiskey Barrel & Flower Program

Under Alternative 2, the City would use the remaining funds in the program to purchase whiskey barrels, dirt, and flowers that would be available to businesses throughout the City. It would be a requirement of the program that the business owner would be the sole caretaker of the flowers to ensure no impact on our Parks and Public Works staff.

In future years, the City could also offer business owners to purchase flowers through a program associated with our municipal flowers program to fill the whiskey barrels, which have a relatively long-life span. This would accomplish the goal of better street level activation for local businesses that the original program was predicated upon.

This program could greatly increase the impact of the flowers that we purchase each summer **without increasing the impact on our Parks and Public Works Staff.**

Cost: Half barrels cost approximately \$40, and City Staff has had conversations with our flowers provider, Calabrese Greenhouse and understands that the dirt and flowers would cost approximately \$60 per barrel. This means the City could purchase 64 barrels that would be available to businesses throughout the City.

Staff Recommendation

Staff recommends that City Council choose alternative 2 to expend the remaining grant dollars from the 2019 Façade Improvement Mini Grant program funded by the Freeport McMoRan foundation.

Outstanding Projects

Canyon Outpost (Sign Project)	\$500
Spice and Tea Exchange (Façade Improvement)	\$2,500
1502 Miner Street (Historic Façade Renovation)	\$2,500
Tommyknockers (Paint Project)	\$2,500
Total	\$8,000

These projects were granted extensions of their grant eligibility twice; once in August of 2019 and again in November of 2019. The City must now complete reporting to the Freeport McMoRan Foundation about the use of these grant funds, and as such *City Staff recommends* that we end the eligibility for reimbursement of all outstanding projects.

Remaining Funds

If the \$8,000 in grant funding for these four projects is deobligated, *City Staff recommends* that City Council open a new application period for the program to all eligible applicants in the City, using the same criteria utilized in 2019.

Sadie Peak \$518.19

Steve Indrehus \$1000

Tom Eaker \$500

2018.19

5981.81