



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

NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, April 10, 2023 – 6:00 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY APRIL 10th, 2023 6:00 p.m.**

- ❖ Clear Creek Superfund Site Operable unit 5 & Redevelopment
- ❖ SB 23-213 regarding Land Use Requirements and Housing Affordability

**IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION
INSTRUCTIONS**

The Public is able to view and hear this meeting remotely at the following address on the City's website:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>

Four Points Funding, LLC

STEPHANIE COPELAND

March 13th, 2023

PO Box 770740
STEAMBOAT SPRINGS, CO

STEPHANIE@FOURPOINTS FUNDING.COM

Jon Cain, City of Idaho Springs:

Please accept this Letter of Request from Four Points Funding regarding the Block 57 project in Idaho Springs, Colorado, between Miner Street and eastbound I-70 and 12th Avenue and 8th Avenue. Four Points Funding is the owner of the property.

As you are aware, the Environmental Protection Agency (EPA) in conjunction with Colorado Department of Public Health and Environment (CDPHE) began an investigation and study of 'mine piles in residential areas' throughout the Clear Creek/Gilpin Counties Superfund Study Area at the end of April 2022. Additionally, they have determined 'ambiguity' in a 40 year-old record of decision (ROD) and have decided to reinterpret the existing ROD and associated Operating Unit, thus placing the property and region in a potentially detrimental situation for future development throughout the region.

The Block 57 Phase I Environmental Report, completed February 4, 2022, and accepted as accurate by the agencies, found no evidence that hazardous substances were located on the Property. Solid Waste, identified, presumably resulted from the former ore treating plants and are similar to fill material located throughout the City of Idaho Springs.

The reinterpretation of the OU/ROD creates economic risk and delays in project delivery. Four Points Funding has been and continues to work diligently in conjunction with the organizations to cooperate in the backdrop of this increased oversight of the property as part of the region.

We are dedicated to build a project the City and community will be proud to enjoy while abiding by necessary, public health and environmental safety standards. Our mission is to build housing that is attainable to the work-force of Colorado's rural towns. The agency's actions jeopardize our ability to deliver a financially viable project in this region that delivers these goals to the City and residents of Idaho Springs.

Four Points Funding is requesting assistance from the City of Idaho Springs to advocate for the people of Idaho Springs and specifically to delist the Block 57 property from the Superfund investigations. By doing so, construction can move forward without delay and excessive cost driven by the this action.

Sincerely,

Stephanie Copeland

CENTRAL CITY, CLEAR CREEK IDAHO SPRINGS, CO

Redevelopment

On this page:

- [About the Superfund Redevelopment Initiative](#)
- [Redevelopment at the Site](#)
- [Economic Activity at the Site](#)

About the Superfund Redevelopment Initiative

This nationally coordinated effort provides EPA and its partners with a process to return Superfund sites to productive use. Learn more at [Superfund Redevelopment Initiative](#).

Redevelopment at the Site

Historically, EPA and CDPHE have worked with municipalities in the Study Area to allow for cleanup and redevelopment. With the designation of OU5, the Agencies are conducting outreach in the Study Area to inform developers of the activities in the new OU, as well as coordinating with municipalities on information sharing with developers and property owners. If you are a property owner or developer in the Study Area and have questions, please reach out to Kyle Sandor, CDPHE Project Manager at Kyle.Sandor@state.co.us.

Economic Activity at the Site

As of October 2021, EPA had data on 2 on-site businesses. These businesses employed 4 people and generated an estimated \$141,000 in annual sales revenue. [View additional information about redevelopment economics at Superfund sites.](#)

Clear Creek Superfund Site: Operable Unit 5 Update

February 2023



COLORADO
Department of Public
Health & Environment



United States
Environmental Protection
Agency

In summer 2022, the Colorado Department of Public Health and Environment (the department) and the U.S. Environmental Protection Agency began overseeing the investigation of mine waste piles in the Clear Creek Superfund Site. The investigation is the first step in cleanup process of Operable Unit 5, which consists of mine waste piles in residential areas of the site.

Recent progress in the investigation includes:

- The department's consultant, CDM Smith, identified over 500 potential piles that could be included as part of the investigation.
- CDM Smith developed a sampling plan to investigate 100 of the identified waste piles.
- We began reaching out to the property owners of the 100 identified piles and conducting sampling in fall 2022.
- CDM Smith is currently reviewing and compiling the sampling data.



The next step in the process is to identify any potential data gaps from the work completed to determine if we need any additional sampling in spring 2023. Additionally, CDM Smith is developing draft versions of the Remedial Investigation and Feasibility Study reports. These reports will eventually summarize the nature and extent of contamination from the mine waste piles and outline options for cleanup actions.

For more information:

Sign up for updates at <https://cdphe.colorado.gov/hm/sign-up-hm-updates>.

Primary contact

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CDPHE Community Involvement Specialist
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Secondary contacts

Kyle Sandor
CDPHE Remedial Project Manager
kyle.sandor@state.co.us, 303.692.6394

Angela Zachman
EPA Remedial Project Manager
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CDPHE website: <https://cdphe.colorado.gov/central-city-clear-creek>

EPA website: <http://www.epa.gov/superfund/central-city>

Central City-Clear Creek Superfund Site

September 2022



COLORADO
Department of Public
Health & Environment



United States
Environmental Protection
Agency

Operable Unit 5

The Colorado Department of Public Health and Environment and Environmental Protection Agency (together, the agencies) recently established an Operable Unit (OU) 5 for the Central City/Clear Creek Superfund Site. The purpose of OU5 is to evaluate potential exposures to heavy metals, primarily lead and arsenic, from mine waste piles in residential areas of the site.

The science for evaluating health risks from lead exposure has evolved over time. In recent years, preliminary assessments of some of these piles indicate that heavy metals may present a human health risk, and as more and more people move to the area the potential for exposure increases. The agencies are investigating areas currently used and zoned for residential use. Consent for sampling access from property owners is critical to the successful evaluation and cleanup of this new OU.

Steps to protect your family's health

1. **Locate your property** using the map on page 2 to determine if it's located within the Site Study Area. If you're unsure, please contact us (see page 4 for contacts).
2. **Contact us to be included in the mailing list** to learn about the process, be alerted to important meetings and dates, and get valuable information about your community.
3. **Follow the best practices below** to help protect your family's health (see the [Dirt Alert!](#)¹ for more information).
4. **Get your blood lead level tested** calling Clear Creek County Public Health at 303-670-7528 or emailing Andrea Uliano at agrohmann@clearcreekcounty.us. You may also contact your physician to get tested. We are working on setting up a free testing program with Gilpin County Public Health. ***We encourage young children to be tested.**

.....Healthy home best practices.....

Regularly wash hands, pets and children's toys, homegrown produce, garden tools, floors and surfaces around your home.



Keep dirt outside by wiping your shoes on a doormat or take your shoes off when you enter your house.



Create safe spaces to play for your children that don't involve contact with bare soil, such as sandboxes filled with new sand.



Garden safely by using raised garden beds, wearing gloves, and not eating while gardening.

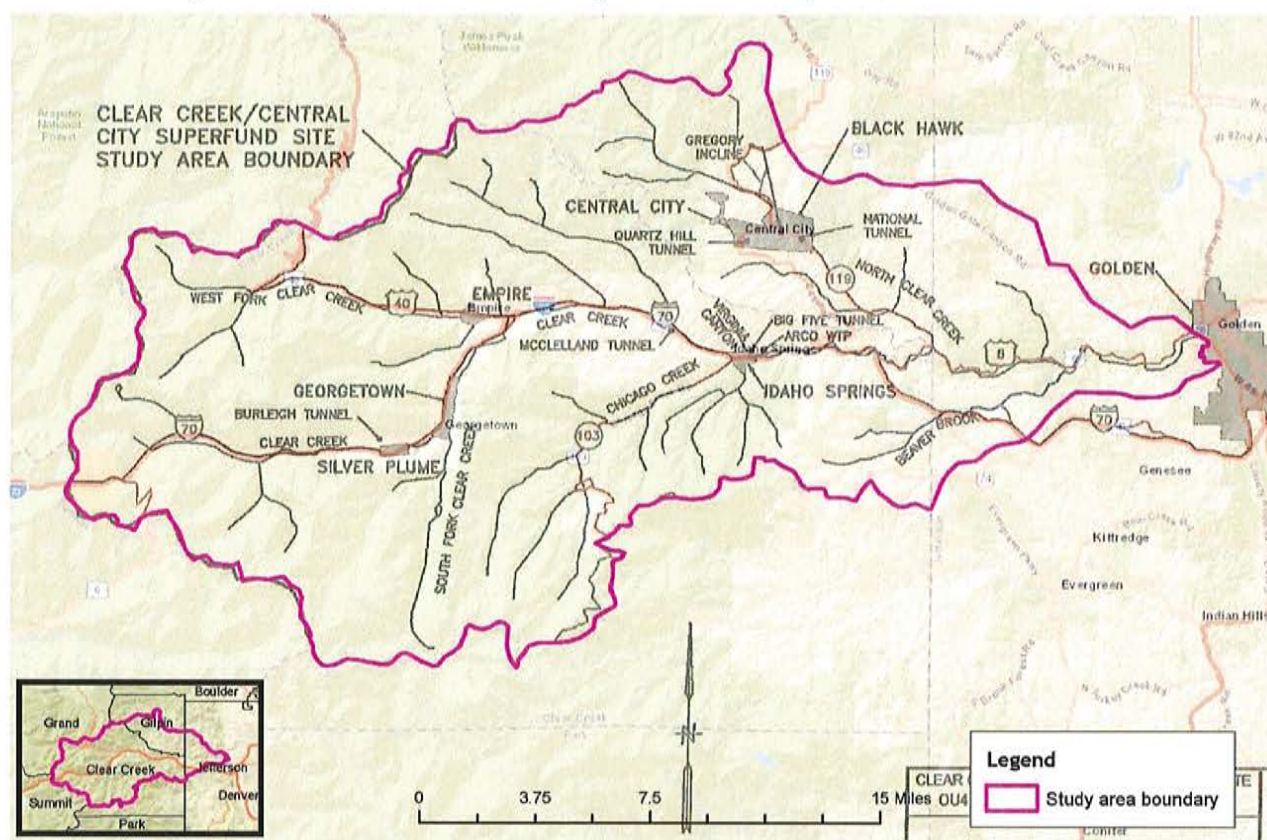


Mine waste may contain heavy metals that can harm your health. Don't let children play in areas that have mine waste.

Photos taken from the site's 2018 preliminary waste pile sampling.



Central City-Clear Creek Study Area map



Potential risks to human health

Lead

- Lead can cause high blood pressure and kidney problems in adults, delays in children's physical or mental development, and lower birth-weight in infants.
- Impacts can be long lasting and the harm can be subtle and difficult to see.
- Lead poisoning can happen slowly if children are exposed to small amounts of lead or quickly if they swallow something with lead.

Arsenic

- At high levels, arsenic can be dangerous for children and adults.
- Continually eating food contaminated with inorganic arsenic can increase the risk of cancer in the skin, liver, bladder, and lungs.
- Arsenic can impact several organ systems, including skin, digestive, liver, nervous, and respiratory.

Questions and answers

..... New Operable Unit 5

Why was OU5 established?

The purpose of OU5 is to evaluate potential exposures to heavy metals, primarily lead and arsenic, from mine waste piles in residential areas of the site. In recent years, preliminary assessments of some of these piles indicate that heavy metals may present a human health risk.

What work will be done?

With consent for access from residents, we will conduct a Remedial Investigation / Feasibility Study to further investigate OU5. We will then make a recommendation for cleanup and, after public comment, determine a remedy in a Record of Decision. From there, site cleanup will begin.

How long will the cleanup take?

From investigation to cleanup, the process could take multiple years.

Will the community have an opportunity to provide input?

Yes. The community will be notified of all public comment opportunities related to the cleanup process. Additional community involvement opportunities may include public meetings and informational materials.

Am I liable for contamination on my property?

EPA issued a policy regarding enforcement discretion for residential homeowners. In part, the policy states that EPA "...will not take enforcement actions against an owner of residential property... unless the residential homeowner's activities lead to a release or threat of release of hazardous substances, resulting in the taking of a response action at the site. This policy does not apply when an owner of residential property fails to cooperate with the Agency's response actions or with a state that is taking a response action under a cooperative agreement with EPA pursuant to section 104(d)(1) of CERCLA." Homeowners are encouraged to review the policy: [OSWER Directive #9834.61](#)². Non-residential property owners may pursue liability protections if they meet specific pre- and post-purchase requirements (find more information on [EPA's website](#)³).

..... Soil Sampling

Why should my property be sampled?

If we request access to your property for sampling it is important to know that it is because we need to determine if mining-related heavy metals are present and could impact your health. Sampling is easy and can help protect the health of yourself and loved ones.

What is a consent for access form?

A consent for access form gives the consultant permission to sample the soil around your home. Our consultant will seek consent for access from the property owners and tenants. We will not sample your property without your consent.

What does the consent for access form allow the consultant to do?

The access form allows the consultant to conduct soil sampling, which may include sample collection of surface sediments (typically 0-6 inches). It also allows the consultant to take photographs or make sketches to record the process.

Do I need to be home when samples are collected?

Property owners or tenants do not need to be home when outdoor soil samples are collected. However, you are welcome to observe sampling.

What happens after sampling is finished?

The consultant will contact each property owner and tenant with the results. The data will help inform the Remedial Investigation and eventual cleanup decisions at the site, which could take multiple years. We will prioritize future cleanup based on risk to human health and the environment.

CDPHE website: <https://cdphe.colorado.gov/central-city-clear-creek>

EPA website: <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800257>



Site background

Central City/Clear Creek was listed on the National Priorities List in 1983, making it a Superfund site. The site is located about 30 miles west of Denver in Clear Creek and Gilpin counties. The Study Area encompasses the approximately 400 square mile Clear Creek watershed, which has been impacted by a number of inactive precious metal mines. Concerns include risks to human health from heavy metals in tailings piles and waste rock, as well as impacts to aquatic life and habitats, drinking water, and recreational resources.

Overview of cleanup decisions and activities:

1987 - OU1 Record of Decision (ROD): Mine discharge treatment

OU1 focused on five mine tunnels - the Gregory Incline and the National near the Black Hawk, the Argo and the Big Five in Idaho Springs, and the Quartz Hill near Central City. The ROD called for treatment of mine discharges, however implementation was delayed due to ongoing Phase II investigations, as discussed below.

1988 - OU2 ROD: Tailing and waste rock remediation

Addressing the waste piles adjacent to the five original tunnels, the OU2 ROD called for stormwater controls and slope stabilization of the mine tailings and waste rock piles. Some of these remedies were implemented as interim actions, but final remedies were put in place under the OU3 and OU4 RODs.

1991 - OU3 ROD: Phase II (Study Area)

OU3 was established as the result of the Phase II Remedial Investigation/Feasibility Study, which reassessed the site by evaluating the entire watershed. The OU3 ROD superseded the OU1 ROD. Remediation included capping waste piles, establishing institutional controls, and active treatment of mine discharge.

2004 - OU4 ROD: North Clear Creek

The North Fork of the Clear Creek sub-watershed was the focus of cleanup strategies such as erosion control, capping or removal of waste piles, and treatment of point and non-point sources of surface water contamination.

2022 (estimated) - OU5 Interim-ROD

For more information:

Sign up for updates at <https://cdphe.colorado.gov/hm/sign-up-hm-updates>.

Primary contact

Shannon Bauman
CDPHE Community Involvement Specialist
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Secondary contacts

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kyle.sandor@state.co.us, 303-692-6394

Jamie Miller
EPA Remedial Project Manager
miller.jamie@epa.gov, 303-312-6519

References:

¹ Dirt Alert!: <https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=7831148>

² OSWER Directive #9834.6: <https://www.epa.gov/sites/production/files/documents/policy-owner-rpt.pdf>

³ EPA Common Elements Guidance: <https://www.epa.gov/enforcement/common-elements-guidance>





COLORADO

Department of Public Health & Environment ^{-(L)}

Central City-Clear Creek

Hazardous Materials and Waste Management Division (/hm)

Superfund sites

Air Force Plant PJKS (/air-force-plant-pjks)

Asarco Inc. — Globe Plant (/asarco-globe)

Bonanza Mining District Restoration Project (/bonanza-mining-district-restoration-project)

Bonita Peak Mining District (/bpmd)

Captain Jack Mill - Lefthand Canyon (/captain-jack-mill-lefthand-canyon)

Central City-Clear Creek (/central-city-clear-creek)

Chemical Sales Co. (/chemical-sales-company)

Colorado Smelter Superfund Site

Eagle Mine

Idarado Mine (/idarado)

Lowry Landfill

Rocky Flats

Rocky Mountain Arsenal (/rocky-mountain-arsenal)

Summitville Mine (/summitville-mine)

Uravan Uranium Project (/uravan-uranium-project)

Vasquez Boulevard/Interstate 70 (/vasquez-blvd-I70-superfund-site)

Superfund sites contacts (/superfund-sites-contacts)

Natural Resource Damages Program (/NRD)

Community Involvement Plan interviews / Entrevistas para el Plan de participación comunitaria

Información en español a continuación del inglés

The Colorado Department of Public Health and Environment and the Environmental Protection Agency are updating the Clear Creek Superfund Site's Community Involvement Plan. A community involvement plan is a site-specific strategy to determine the best way to facilitate two-way communication between the agencies and the community throughout the cleanup process.

We are inviting community members and stakeholders to take part in short interviews in March 2023 to help guide the plan. [Please sign up for an interview](https://docs.google.com/forms/d/e/1FAIpQLSdZZwDJnUGYgZNpJKoFRXElfQb5ESlDTl2p0iHPg7YT0UZJYA/viewform?usp=sf_link) (https://docs.google.com/forms/d/e/1FAIpQLSdZZwDJnUGYgZNpJKoFRXElfQb5ESlDTl2p0iHPg7YT0UZJYA/viewform?usp=sf_link), or contact Shannon Bauman at shannon.bauman@state.co.us (<mailto:shannon.bauman@state.co.us>) or 303.692.3421. We are offering virtual and in-person interviews as well as Spanish interpretation upon request. Interview responses will be pooled and not attributed to individuals.

El Departamento de Salud Pública y Medio Ambiente de Colorado y la EPA están realizando actualizaciones al Plan de participación comunitaria del Sitio de Superfondo de Clear Creek. Un plan de participación comunitaria es una estrategia adaptada a un sitio específico para determinar la mejor forma de facilitar la comunicación bidireccional entre los organismos y la comunidad a lo largo del proceso de limpieza del Superfondo.

Invitamos a miembros de la comunidad y partes interesadas a participar en breves entrevistas en marzo de 2023 para ayudar a orientar el plan. [Inscríbase aquí para una entrevista](https://docs.google.com/forms/d/e/1FAIpQLSdZZwDJnUGYgZNpJKoFRXElfQb5ESlDTl2p0iHPg7YT0UZJYA/viewform?usp=sf_link) (https://docs.google.com/forms/d/e/1FAIpQLSdZZwDJnUGYgZNpJKoFRXElfQb5ESlDTl2p0iHPg7YT0UZJYA/viewform?usp=sf_link) o comuníquese conmigo por correo electrónico, shannon.bauman@state.co.us

(<mailto:shannon.bauman@state.co.us>), o por teléfono al 303.692.3421. Ofrecemos entrevistas virtuales y en persona, así como interpretación en español, cuando se solicite. Las respuestas de la entrevista se agruparán y no se identificará a ninguna persona.

This is a National Priorities List (NPL), or "Superfund," hazardous waste site. While we're the lead agency for remediation of the site, the EPA Superfund Program provides technical support and input on all remediation-related activities to ensure the objectives of the Superfund program are met.

Current cleanup activities at the site

The division and EPA are overseeing an investigation of mine waste piles in the Clear Creek Superfund Site. The investigation is the first step in the cleanup process of the additional mine waste piles located in residential areas of the site. These piles contain concentrated materials left over from mining operations.

Over the years, the science and understanding of risks from exposure to heavy metals has evolved. The agencies completed assessments at the site that show that some of the mine waste piles may pose a human health risk.

We have contracted CDM Smith to complete the remedial investigation, which we expect will wrap up by 2025. We encourage residents to follow the best practices found in the factsheet below to protect their health and the health of their loved ones. In the summer of 2022, we held three public availability sessions across Georgetown, Black Hawk, and Idaho Springs, as well as a virtual public meeting, to share information with the community about this new investigation.

New Operable Unit 5

(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=>

Nueva Unidad Operable #5

(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=>

- Operable Unit 5 update - February 2023
(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=12396407>).
- August 3, 2022 Virtual Public Meeting - Operable Unit 5 Presentation
(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=9832904>).
- Addendum to Central City, Clear Creek Five-Year Review Report
(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=8860404>).
- Dirt Alert! (<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=7831148>).
 - ¡Alerta de Tierra Contaminada! (<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=7831155>).
- North Clear Creek Water Treatment Plant grand opening
(<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=3127136>). July

2017

- Community involvement plan update (<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=3224171>). September 2014
- Fact sheet August 2015 (<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx?clienttype=html&docid=3224174>).

Site summary

Location

- Central City and Idaho Springs, Mining District/Argo Tunnel.
- In Clear Creek and Gilpin counties, approximately 30 miles west of Denver.
- Covers a 400-square mile area of the Clear Creek drainage basin.

History

- Gold was discovered in 1859.
- This area was a leading mining center in Colorado with the construction of ore processing mills. Mining in the area has been limited since 1950.
- The site was placed on the list of Superfund sites in September 1983.
- Limited-stakes gaming began in Central City and Black Hawk in 1992.
- Many mine waste cleanup projects were implemented as property was developed.

Environmental concerns

- The human health hazard from this site involves potential exposure to heavy metals, primarily lead, arsenic and cadmium.
- Acidic mine water containing heavy metals drains from many mines, impacting aquatic life and habitats.
- Soil from the tailings piles and waste rock also contains heavy metals.
- Clear Creek is a drinking water source for more than a quarter-million people living in the Denver area.
- The creek is also a favored place for kayaking, rafting, fishing, wildlife watching and gold panning.

Site remediation

- Cleanup involves treatment of contaminated water, capping of tailings and waste rock piles, further investigation of groundwater and identification of contaminated domestic drinking water wells.
- The Argo Tunnel, in Idaho Springs, is the largest single source of metals contamination to Clear Creek.
 - A 700-gallon-per-minute water treatment facility was completed in 1998 to remove approximately 1,200 pounds of metals each day from Argo Tunnel water.
 - The removed metals are pressed into a solid waste and disposed of in a solid waste landfill.
 - The treated water is discharged into Clear Creek.

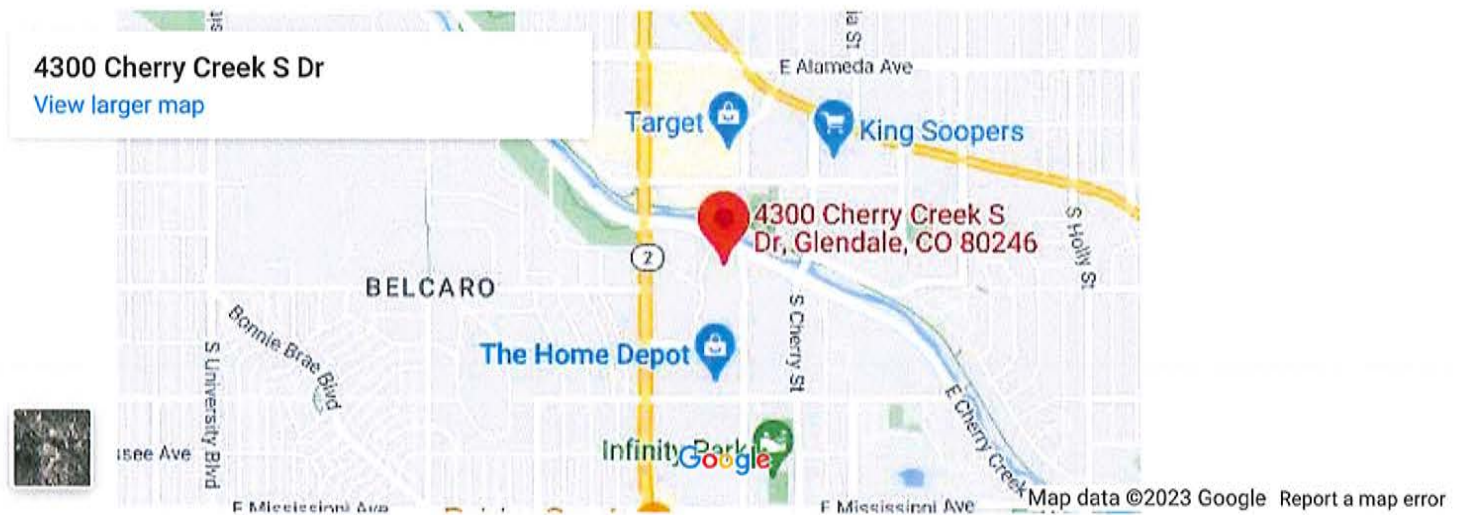
- Several waste piles were remediated near Dumont, Idaho Springs and the Black Hawk/Central City area.
- A study was conducted to determine whether individual homeowners might be drinking contaminated water from domestic wells.
 - Owners whose well water contained levels of metals that exceeded drinking water standards were supplied with an alternate source of water.
 - Only a small percentage of the wells tested required an alternate source of drinking water.

Related external website

- EPA Region 8 Central City/Clear Creek website (<http://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800257>).

Sign up for email alerts / Regístrate para recibir alertas por correo electrónico → (</hm/sign-up-hm-updates>)

Contact (</superfund-sites-contacts#Central-City-Clear-Creek-contacts>)



[4300 Cherry Creek Drive South Denver, CO 80246 \(https://www.google.com/maps?q=4300+Cherry+Creek+Drive+South+Denver%2C+CO+80246&hl=en&t=m&z=14\)](https://www.google.com/maps?q=4300+Cherry+Creek+Drive+South+Denver%2C+CO+80246&hl=en&t=m&z=14)

Information

[About CDPHE \(/about\)](/about)

[Get in touch \(/about-cdphe/contact-us\)](/about-cdphe/contact-us)

[Locations \(/locations\)](#)

[Press releases \(/category/press-release\)](#)

[Careers \(/careers\)](#)

[CDPHE privacy notice \(/contact-us/privacy-notice\)](#)

[Payment portal \(/payinvoice\)](#)

[What's wrong with this page? \(https://docs.google.com/forms/d/e/1FAIpQLScpYiGN62-7ohvz3bjk7YmB6iefeK-60m4kbW7Niy0nYLSXBA/viewform\)](https://docs.google.com/forms/d/e/1FAIpQLScpYiGN62-7ohvz3bjk7YmB6iefeK-60m4kbW7Niy0nYLSXBA/viewform)

[Nondiscrimination \(/nondiscrimination-policy-and-procedures\)](#)

[Funding opportunities \(/funding-opportunities\)](#)

Resources

[Find your local public health agency \(https://cdphe.colorado.gov/public-information/find-your-local-public-health-agency\)](https://cdphe.colorado.gov/public-information/find-your-local-public-health-agency)

[Marijuana Health Info \(https://marijuanahealthinfo.colorado.gov/\)](https://marijuanahealthinfo.colorado.gov/)

[Colorado Health Information Data Set \(CoHID\) \(https://cdphe.colorado.gov/cohid\)](https://cdphe.colorado.gov/cohid)

[Environmental Public Health Tracking \(https://coepht.colorado.gov/\)](https://coepht.colorado.gov/)

[Office of Public Health Practice, Planning, and Local Partnerships \(OPHP\) \(https://www.colorado.gov/cdphe-lpha\)](https://www.colorado.gov/cdphe-lpha)

[Air Quality - Monitoring, Modeling and Data \(https://www.colorado.gov/airquality/\)](https://www.colorado.gov/airquality/)

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**First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 23-0890.01 Pierce Lively x2059

SENATE BILL 23-213

SENATE SPONSORSHIP

Moreno,

HOUSE SPONSORSHIP

Jodeh and Woodrow,

Senate Committees
Local Government & Housing

House Committees

A BILL FOR AN ACT

101 **CONCERNING STATE LAND USE REQUIREMENTS, AND, IN CONNECTION**
102 **THEREWITH, ESTABLISHING A PROCESS TO DIAGNOSE AND**
103 **ADDRESS HOUSING NEEDS ACROSS THE STATE, ADDRESSING**
104 **REQUIREMENTS FOR THE REGULATION OF ACCESSORY**
105 **DWELLING UNITS, MIDDLE HOUSING, TRANSIT-ORIENTED AREAS,**
106 **KEY CORRIDORS, AND MANUFACTURED AND MODULAR HOMES,**
107 **PROHIBITING CERTAIN PLANNED UNIT DEVELOPMENT**
108 **RESOLUTIONS, PROHIBITING A LOCAL GOVERNMENT FROM**
109 **ENFORCING CERTAIN OCCUPANCY LIMITS, MODIFYING THE**
110 **CONTENT REQUIREMENTS FOR COUNTY AND MUNICIPAL MASTER**
111 **PLANS, PROHIBITING CERTAIN MUNICIPALITIES FROM IMPOSING**
112 **MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR RESIDENTIAL**
113 **UNITS, REQUIRING ENTITIES TO SUBMIT A COMPLETED AND**

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

101 VALIDATED WATER LOSS AUDIT REPORT TO THE COLORADO
102 WATER CONSERVATION BOARD, PROHIBITING A UNIT OWNERS'
103 ASSOCIATION FROM PROHIBITING CERTAIN KINDS OF HOUSING,
104 REQUIRING THE TRANSPORTATION COMMISSION AND THE
105 DEPARTMENT OF TRANSPORTATION TO MODIFY THE STATE
106 HIGHWAY ACCESS CODE, CRITERIA FOR CERTAIN GRANT
107 PROGRAMS, AND EXPENDITURES FROM THE MULTIMODAL
108 TRANSPORTATION OPTIONS FUND TO ALIGN WITH STATE
109 STRATEGIC GROWTH OBJECTIVES, AND MAKING AN
110 APPROPRIATION.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Housing needs planning. The executive director of the department of local affairs (director) shall, no later than December 31, 2024, and every 5 years thereafter, issue methodology for developing statewide, regional, and local housing needs assessments. The statewide housing needs assessment must determine existing statewide housing stock and current and future housing needs. The regional housing needs assessments must allocate the addressing of housing needs identified in the statewide housing needs assessment to regions of the state. Similarly, the local housing needs assessments must allocate the addressing of the housing needs allocated in the regional housing needs assessment to localities in the relevant region.

The director shall, no later than December 31, 2024, issue guidance on creating a housing needs plan for both a rural resort job center municipality and an urban municipality. Following this guidance, no later than December 31, 2026, and every 5 years thereafter, a rural resort job center municipality and an urban municipality shall develop a housing needs plan and submit that plan to the department of local affairs (department). A housing needs plan must include, among other things, descriptions of how the plan was created, how the municipality will address the housing needs it was assigned in the local housing needs assessment, affordability strategies the municipality has selected to address its local housing needs assessment, an assessment of

displacement risk and any strategies selected to address identified risks, and how the locality will comply with other housing requirements in this bill.

The director shall, no later than December 31, 2024, develop and publish a menu of affordability strategies to address housing production, preservation, and affordability. Rural resort job center municipalities and urban municipalities shall identify at least 2 of these strategies that they intend to implement in their housing plan, and urban municipalities with a transit-oriented area must identify at least 3.

The director shall, no later than December 31, 2024, develop and publish a menu of displacement mitigation measures. This menu must, among other things, provide guidance for how to identify areas at the highest risk for displacement and identify displacement mitigation measures that a locality may adopt. An urban municipality must identify which of these measures it intends to implement in its housing plan to address any areas it identifies as at an elevated risk for displacement.

The director shall, no later than March 31, 2024, publish a report that identifies strategic growth objectives that will incentivize growth in transit-oriented areas and infill areas and guide growth at the edges of urban areas. The multi-agency advisory committee shall, no later than March 31, 2024, submit a report to the general assembly concerning the strategic growth objectives.

The bill establishes a multi-agency advisory committee and requires that committee to conduct a public comment and hearing process on and provide recommendations to the director on:

- Methodologies for developing statewide, regional, and local housing needs assessments;
- Guidance for creating housing needs plans;
- Developing a menu of affordability strategies;
- Developing a menu of displacement mitigation measures;
- Identifying strategic growth objectives; and
- Developing reporting guidance and templates.

A county or municipality within a rural resort region shall participate in a regional housing needs planning process. This process must encourage participating counties and municipalities to identify strategies that, either individually or through intergovernmental agreements, address the housing needs assigned to them. A report on this process must be submitted to the department. Further, within 6 months of completing this process, a rural resort job center municipality shall submit a local housing needs plan to the department. Once a year, both rural resort job centers and urban municipalities shall report to the department on certain housing data.

A multi-agency group created in the bill and the division of local government within the department shall provide assistance to localities in complying with the requirements of this bill. This assistance must

include technical assistance and a grant program.

Accessory dwelling units. The director shall promulgate an accessory dwelling unit model code that, among other things, requires accessory dwelling units to be allowed as a use by right in any part of a municipality where the municipality allows single-unit detached dwellings as a use by right. The committee shall provide recommendations to the director for promulgating this model code. In developing these recommendations, the committee shall conduct a public comment and hearing process.

Even if a municipality does not adopt the accessory dwelling unit model code, the municipality shall adhere to accessory dwelling unit minimum standards established in the bill and by the department. These minimum standards, among other things, must require a municipality to:

- Allow accessory dwelling units as a use by right in any part of the municipality where the municipality allows single-unit detached dwellings as a use by right;
- Only adopt or enforce local laws concerning accessory dwelling units that use objective standards and procedures;
- Not adopt, enact, or enforce local laws concerning accessory dwelling units that are more restrictive than local laws concerning single-unit detached dwellings; and
- Not apply standards that make the permitting, siting, or construction of accessory dwelling units infeasible.

Middle housing. The director shall promulgate a middle housing model code that, among other things, requires middle housing to be allowed as a use by right in any part of a rural resort job center municipality or a tier one urban municipality where the municipality allows single-unit detached dwellings as a use by right. The committee shall provide recommendations to the director for promulgating this model code. In developing these recommendations, the committee shall conduct a public comment and hearing process.

Even if a rural resort job center municipality or a tier one urban municipality does not adopt the middle housing model code, the municipality shall adhere to middle housing minimum standards established in the bill and by the department. These minimum standards, among other things, must require a municipality to:

- Allow middle housing as a use by right in certain areas;
- Only adopt or enforce local laws concerning middle housing that use objective standards and procedures;
- Allow properties on which middle housing is allowed to be split by right using objective standards and procedures;
- Not adopt, enact, or enforce local laws concerning middle housing that are more restrictive than local laws concerning single-unit detached dwellings; and
- Not apply standards that make the permitting, siting, or

construction of middle housing infeasible.

Transit-oriented areas. The director shall promulgate a transit-oriented area model code that, among other things, imposes minimum residential density limits for multifamily residential housing and mixed-income multifamily residential housing and allows these developments as a use by right in the transit-oriented areas of tier one urban municipalities. The committee shall provide recommendations to the director for promulgating this model code. In developing these recommendations, the committee shall conduct a public comment and hearing process.

Even if a tier one urban municipality does not adopt the transit-oriented model code, the municipality shall adhere to middle housing minimum standards established in the bill and by the department. These minimum standards, among other things, must require a municipality to:

- Create a zoning district within a transit-oriented area in which multifamily housing meets a minimum residential density limit and is allowed as a use by right; and
- Not apply standards that make the permitting, siting, or construction of multifamily housing in transit-oriented areas infeasible.

Key corridors. The director shall promulgate a key corridor model code that applies to key corridors in rural resort job center municipalities and tier one urban municipalities. The model code must, among other things, include requirements for:

- The percentage of units in mixed-income multifamily residential housing that must be reserved for low- and moderate-income households;
- Minimum residential density limits for multifamily residential housing; and
- Mixed-income multifamily residential housing that must be allowed as a use by right in key corridors.

The committee shall provide recommendations to the director for promulgating this model code. In developing these recommendations, the committee shall conduct a public comment and hearing process.

Even if a rural resort job center municipality or a tier one urban municipality does not adopt the key corridor model code, the municipality shall adhere to key corridor minimum standards promulgated by the director and developed by the department. These minimum standards, among other things, must identify a net residential zoning capacity for a municipality and must require a municipality to:

- Allow multifamily residential housing within key corridors that meets the net residential zoning capacity as a use by right;
- Not apply standards that make the permitting, siting, or

construction of multifamily housing in certain areas infeasible; and

- Not adopt, enact, or enforce local laws that make satisfying the required minimum residential density limits infeasible.

The committee shall provide recommendations to the director on promulgating these minimum standards. In developing these recommendations, the committee shall conduct a public comment and hearing process.

Adoption of model codes and minimum standards. A relevant municipality shall adopt either the model code or local laws that satisfy the minimum standards concerning accessory dwelling units, middle housing, transit-oriented areas, and key corridors. Furthermore, a municipality shall submit a report to the department demonstrating that it has done so. If a municipality fails to adopt either the model code or local laws that satisfy the minimum standards by a specified deadline, the relevant model code immediately goes into effect, and municipalities shall then approve any proposed projects that meet the standards in the model code using objective procedures. However, a municipality may apply to the department for a deadline extension for a deficiency in water or wastewater infrastructure or supply.

Additional provisions. The bill also:

- Requires the advisory committee on factory-built structures and tiny homes to produce a report on the opportunities and barriers in state law concerning the building of manufactured homes, mobile homes, and tiny homes;
- Removes the requirements that manufacturers of factory-built structures comply with escrow requirements of down payments and provide a letter of credit, certificate of deposit issued by a licensed financial institution, or surety bond issued by an authorized insurer;
- Prohibits a planned unit development resolution or ordinance for a planned unit with a residential use from restricting accessory dwelling units, middle housing, housing in transit-oriented areas, or housing in key corridors in a way not allowed by this bill;
- Prohibits a local government from enacting or enforcing residential occupancy limits that differ based on the relationships of the occupants of a dwelling;
- Modifies the content requirements for a county and municipal master plan, requires counties and municipalities to adopt or amend master plans as part of an inclusive process, and requires counties and municipalities to submit master plans to the department;
- Allows a municipality to sell and dispose of real property and public buildings for the purpose of providing property

- to be used as affordable housing, without requiring the sale to be submitted to the voters of the municipality;
- Requires the approval process for manufactured and modular homes to be based on objective standards and administrative review equivalent to the approval process for site-built homes;
- Prohibits a municipality from imposing more restrictive standards on manufactured and modular homes than the municipality imposes on site-built homes;
- Prohibits certain municipalities from imposing minimum square footage requirements for residential units in the approval of residential dwelling unit construction permits;
- Requires certain entities to submit to the Colorado water conservation board (board) a completed and validated water loss audit report pursuant to guidelines that the board shall adopt;
- Allows the board to make grants from the water efficiency grant program cash fund to provide water loss audit report validation assistance to covered entities;
- Allows the board and the Colorado water resources and power development authority to consider whether an entity has submitted a required audit report in deciding whether to release financial assistance to the entity for the construction of a water diversion, storage, conveyance, water treatment, or wastewater treatment facility;
- Prohibits a unit owners' association from restricting accessory dwelling units, middle housing, housing in transit-oriented areas, or housing in key corridors;
- Requires the department of transportation to ensure that the prioritization criteria for any grant program administered by the department are consistent with state strategic growth objectives, so long as doing so does not violate federal law;
- Requires any regional transportation plan that is created or updated to address and ensure consistency with state strategic growth objectives;
- Requires that expenditures for local and state multimodal projects from the multimodal transportation options fund are only to be made for multimodal projects that the department determines are consistent with state strategic growth objectives; and
- For state fiscal year 2023-24, appropriates \$15,000,000 from the general fund to the housing plans assistance fund and makes the department responsible for the accounting related to the appropriation.



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NO
SB23-213

Vote **NO** on SB23-213 | Land Use

WHAT DOES THE BILL DO?

SB23-213 represents the most sweeping attempt in recent Colorado history to remove local control and home rule authority from elected leaders, professional planning staff, and the people of Colorado. The bill dramatically expands state authority by imposing top-down zoning and land use standards on municipalities, and it puts those decisions into the hands of developer interests and unelected third parties. SB23-213 does not recognize that local governments are best suited to address the needs of their communities, and it flies in the face of local government efforts to solve the affordable housing crisis.

WHY YOU SHOULD VOTE NO

Top-down zoning disregards people: The bill ignores long term local planning efforts and creates a patchwork of residential land use laws for only municipalities that reflect what the state wants, not what the people who live in a municipality want. Residential developments will be allowed based either on a "model code" created by DOLA through a process that is insulated from public feedback or on inflexible minimum standards established in statute. Either way, the bill does away with a tradition of local authority that helps to guide communities to develop in an orderly manner while preserving community character, ensuring growth happens as desired, and protecting community resources. For many municipalities, this means that every residential parcel must accommodate accessory dwelling units or middle housing (up to six-unit buildings). The bill mandates minimum densities and some affordability standards to large swaths of property near rail stations or vague areas called "key corridors." These requirements will interfere with local affordability efforts. All these new mandates are imposed without assurance of adequate water, public safety, or other resources and even prohibit requiring necessary parking. Other vague language jeopardizes reasonable regulations.

More housing (just not now or affordable): Despite being titled "State Land Use Requirements for Affordable Housing," the bill does not require affordability at all and is premised on speculation that developers will build more housing, either passing savings along to Coloradans or causing a market-based decline in housing costs. The bill requires that municipalities incorporate a "menu of strategies" to address affordable housing concerns in their communities to offer flexibility. The menu, however, offers no new powers and will be developed by executive branch agencies without local government involvement. The bill undermines local efforts to create affordable housing if developers find them objectionable and takes away local leverage to incentivize affordable multifamily housing.



DOLA's new powers: DOLA, an agency traditionally seen as a partner and supporter of local governments, will be given extremely broad regulatory authority and oversight powers. The bill removes any pretense of collaboration and makes municipalities subservient to DOLA as the law requires extraordinarily cumbersome reporting standards and subjects local elected bodies to regulatory governance. DOLA is tasked with issuing paradigm-shifting methodologies, guidance, menus of strategies, statewide strategic growth objectives, model codes, rules, and minimum standards based on the recommendations of a multi-agency committee of executive appointees, without any meaningful public input. DOLA is even granted authority to modify statutory minimum standards relating to ADUs, middle housing, and housing in transit-oriented areas and key corridors. DOLA is also tasked with substantial new oversight and enforcement responsibilities including the receipt, review, and approval of various reports, codes, drafts, and final plans. Regulatory zoning tells the people of Colorado that their voice does not matter

Housing without transit: Despite creating mandates for transit-oriented areas and key corridors, nothing in the bill would improve the state's public transit system. The bill supposes that cars will disappear or that public streets will accommodate new residents' vehicles; the bill prohibits municipalities from requiring any new parking.

Tunnel vision ignores local burdens: Land use regulation is a complex process, both substantively and procedurally, that considers wide-ranging issues of importance to a community. The bill uses a heavy hand to make development easier without meaningful regard for affordability, water, the provision of municipal services, education, the preservation of municipal budgets, public infrastructure, protecting communities against displacement or gentrification, or quality of life. Municipalities will be forced to bow to developer demands or expend precious resources in litigation to enforce reasonable local regulations.

Constitutionality: The bill primarily applies to municipalities whose residents have chosen to adopt home rule charters under Art. XX, S. 6 of the Colorado Constitution. Zoning has been long recognized by the Colorado Supreme Court as a matter of local concern where the General Assembly has no authority. The bill disregards both precedent and the meaningful reasons why Coloradans' preference for local control matters.

YOUR OPPOSITION IS RESPECTFULLY REQUESTED

SB23-213 is an overly broad, overly complex series of preemptions and mandates, ignoring the fact that local governments are best suited to shape their communities. The bill disregards the historic investments the state has made in the past two years in creating affordable housing and instead undermines public input and expertise of local leaders.

All levels of government can work together, along with our partners in the business and nonprofit community, to solve the housing crisis without creating unintended, irreparable consequences. SB23-213 is an unprecedented repudiation of decades worth of well settled land use and zoning law, and the General Assembly should instead consider a solution that is the result of true collaboration between the state, local governments, and other partners to find a Colorado solution for housing.

CONTACT

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RESOLUTION NUMBER _____

**RESOLUTION OF THE [NAME OF MUNICIPALITY] IN OPPOSITION
TO STATEWIDE LAND USE AND ZONING PREEMPTIONS IN SENATE BILL 23-213**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it;

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community's economic goals; to prevent displacement of existing people; to preserve important historical sites; and to protect open space and the environment in general;

WHEREAS, Senate Bill 23-213 would place statewide mandates on hyper local land use matters and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community;

WHEREAS, Senate Bill 23-213 will undermine long-range planning efforts and will severely limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for our current and future residents, workers, and business owners;

WHEREAS, Senate Bill 23-213 silences the voices of our residents by taking away the right to be heard at public hearings on zoning matters or to use their constitutional rights of initiative or referendum to address zoning and land use matters;

NOW, THEREFORE, be it resolved by the [City Council/Board of Trustees] of the [Name of Municipality] that:

1. It is the position of the [Name of Municipality] that municipalities are best suited to determine appropriate zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the solution to Colorado's affordable housing problem;
2. The [Name of Municipality] opposes Senate Bill 23-213 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption.

Resolved this ____ of 2023.

Mayor

Attest:

Municipal Clerk



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CML Analysis of SB23-213, Land Use

► INTRODUCTION

Senate Bill 23-213 includes several subjects but primarily focuses on a central theme: municipal zoning laws caused the housing crisis by not permitting unfettered residential construction and by trying to protect communities and resources. The bill attempts to draw a line from local zoning laws affecting individual parcels of land in dozens of municipalities to “regional imbalances” that “affect equity, pollution, infrastructure costs, and quality of life.” The bill does not question the state’s involvement in actual statewide problems, but asserts that state regulation of hyper-local matters, imposed through over a dozen regulatory actions with insufficient process, will improve these imbalances and presumes that there will not be significant unintended consequences. This analysis is not a complete list of problems in the bill but represents the most significant elements.

► CML ANALYSIS:

LAND USE BILL WOULD DO LITTLE TO MAKE HOUSING AFFORDABLE

Section 2 of SB23-213 creates a new article 33 in title 29 that imposes top-down standards on some local governments to remove local zoning authority. Despite being titled as requirements for affordable housing, Section 2 doesn’t require affordability at all and is premised on speculation that developers will build more housing, either passing savings along to Coloradans or causing a market-based decline in housing costs. Section 2 begins with overbroad and complex definitions and continues to address assessments and planning before imposing mandates and preempting authority to zone land for particular uses.

An uneven strategy

The bill largely applies only to municipalities, and then only to some municipalities and in differing degrees. Municipalities are classified into four basic groups that do not cover all municipalities. The bill’s requirements apply to each category, and then subsets of categories, to differing degrees in each part. Identifying where a municipality is classified is a complicated process requiring reference. Whether the bill addresses actual problems in the municipalities included in each category or causes more problems in those municipalities will be difficult to determine. See the last page of this analysis for a list of affected municipalities, reported by Colorado Public Radio.

Geographic Classification of Municipalities

Tier 1 Urban Municipality (T1UM)	Tier 2 Urban Municipality (T2UM)	Rural Resort Job Center (RRJC)	Non-urbanized Municipality (NUM)
In an MPO with a population of at least 1 million	Within an MPO	Not within an MPO	Not within the definition of an urban municipality or a rural resort job center; and
10% of territory in urbanized area with population over 75,000; and	A population between 5,000-25,000; and	A population of at least 1,000	A population of at least 5,000
A population of at least 1,000; or	In a county with a population of at least 250,000	1,200 jobs and a jobs-to-population ratio of at least 64-hundredths; and	
In an MPO with a population under 1 million; and		A transit stop serviced by a transit agency serving two municipalities with at least 20 trips per day	
A population of at least 25,000			

The bill grants broad regulatory authority to DOLA

The bill contemplates dozens of regulatory actions, primarily by DOLA. The bill appropriates \$15 million dollars to DOLA; however, it is not clear how that funding will be expended and whether funding for the various regulatory actions is included.

First, the Director of DOLA is tasked with issuing multiple methodologies, guidance, “menus” of strategies, statewide strategic growth objectives, model codes, rules, and minimum standards based on the recommendation of a “multi-agency committee” of executive appointees. Although the bill does not outline a public comment process, DOLA will undergo a rulemaking process that may include a public comment period. The committee’s recommendation only involves a limited public process involving public comment, consultation with local governments and experts, and only two hearings, despite having statewide impact and addressing extremely local issues (29-33-108(2)). The bill does not specify which local governments and “local experts” will be consulted, and it is seemingly up to the committee members to choose those experts without any guidelines. There are no requirements to ensure inclusivity, such as meetings during varying hours, meetings in different geographic locations, or outreach to educate and explain proposed recommendations.

Second, the Director of DOLA is granted authority to modify statutory minimum standards relating to accessory dwelling units (ADUs), middle housing, housing in transit-oriented areas, and housing in key corridors. Only token consideration of process is provided.

Third, DOLA is tasked with a substantial amount of new oversight and enforcement responsibility with the receipt, review, and approval of various reports, codes, and draft and final plans.

In addition to DOLA, the Office of Climate Preparedness is directed to develop a natural and agricultural land priorities report that MPOs should apply to achieve connectivity of open space and natural lands and preservation of agricultural land and open space. Counties and municipalities must include natural and agricultural priorities in their master plans in accordance with the state's mandate.

Ambiguous mandates for housing needs assessment & planning

The bill asserts that “assessing and planning for housing needs” is a matter of mixed state and local concern. DOLA will issue methodologies for developing state, regional, and local “housing needs assessments” and then create the assessments every 5 years, beginning December 31, 2024. DOLA will allocate shares of statewide housing needs to regions defined by DOLA and local governments. DOLA will also use local housing needs assessments to mandate “net residential zoning capacities” for key corridors in tier 1 urban municipalities and rural resort job centers (see below for a more detailed analysis).

T1UM, T2UM, and RRJC municipalities must use DOLA’s local and regional assessments to inform any required “housing needs plans.” DOLA will create guidance for these plans, but the bill includes procedural and extensive, but ambiguous, substantive mandates for their development and adoption, including requirements to describe compliance with the bill’s mandates and a “greenfield development analysis.” The greenfield development analysis relies on undefined “statewide strategic growth objectives” also developed by DOLA. The bill’s limited direct connection to affordability and displacement includes requirements to include a varying number of strategies regarding those issues from state-created “menus” (also developed by DOLA), although RRJC are not required to address displacement. None of the items in the menus provide additional authority to municipalities beyond existing law and given the bill’s other restrictions, may inhibit existing authority to plan communities and ensure affordability.

Housing needs plans, a greenfield development analysis, and a concept of natural and agricultural land priorities consistent with state requirements must be included in master plans for T1UM, T2UM, and RRJC.

Counties and municipalities that DOLA groups into rural resort regions are required to participate in “regional housing needs planning process” resulting in a report and commitments that DOLA must review and approve. The bill suggests that this process will encourage participants to address needs through individual or regional strategies, including strategies from “menus” and locations where reduced parking requirements can reduce housing needs. The process will map locations where Article 33’s minimum standards for middle housing, transit-oriented areas, and key corridors could meet needs, but later the bill actually indicates that this map would dictate where middle housing standards apply in RRJCs.

Burdensome reporting standards

T1UM, T2UM, and RRJC must collect, track, maintain, and report to DOLA an overwhelming amount of data beginning December 31, 2026. These municipalities must report both the number of permits for new housing and the number of housing construction starts each categorized by structure type, time frames to complete residential permit reviews by housing type, workforce assigned to development review by position time, implementation status of strategies identified in a housing needs plan mandated by the law, zoning information specifying zone districts, allowed uses and densities and “other data,” and regional efforts to address housing needs.

“Use by right” would supersede local control

In removing the legislative discretion of municipal governing bodies in making zoning decisions, the bill removes a traditional elements of zoning authority to consider — in their best legislative judgment — consistency with plans, compatibility or harmony of surrounding land uses and development, and strategies for mitigating project impacts. Each of the zoning preemptions also includes a concept of a “use by right,” meaning the development approval relies only on “objective standards” that lack any discretionary component. Objective standards prohibit any personal or subjective judgment by a public body or official and must be “uniformly verifiable or ascertainable by reference to an external or uniform benchmark or criterion” that is known before filing of the proposal. Not only does this inhibit local officials from exercising traditional authority, but it also potentially prevents municipalities making critical changes to land use laws to protect their communities that might apply to a pending project.

Zoning preemption No. 1:

Accessory dwelling units — T1UM, T2UM, RRJC, NUM

The bill declares “an increased supply of housing through accessory dwelling units” to be a matter of mixed state and local concern but reflects inadequate study of how ADUs are treated in all subject jurisdictions or what the supply would look like if the bill is enacted. Under the bill, an ADU is an internal, attached, or detached “dwelling unit” providing complete independent living facilities for at least one person that is located on the same lot as a primary residence with provisions for living, sleeping, eating, cooking, and sanitation.

By December 31, 2024, a T1UM, T2UM, and RRJC must change their local laws concerning ADUs to meet the bill’s minimum standards (as may be modified by DOLA) or adopt DOLA’s model ADU code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt meet the minimum requirements by June 30, 2025, or DOLA’s rejection of the jurisdiction’s report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using “objective procedures” and the municipality cannot have any “local law” that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA’s model ADU code will allow ADUs as a “use by right” anywhere a municipality allows single-unit detached dwelling units as of January 1, 2023. The code will provide “objective standards” for approval of the units, so that officials cannot evaluate local conditions to determine if the ADU will cause an unfair burden or be incompatible. The model code cannot require new off-street parking in any subject jurisdiction, even if the ADU is in an area without adequate parking or transit. The model code is not subject to the same minimum standards that apply to municipalities that do not adopt the model code.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted. DOLA can update minimum standards through rulemaking under an ambiguous “public hearing and comment process.”

ADUs are not required to be permitted on the same lot or parcel as middle housing.

Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts.

Minimum Standards for ADUs

ADUs of the greater of 800 square feet or 50% of the primary residence must be allowed as a “use by right” anywhere the municipality allows single-unit, detached dwelling units as of January 1, 2023.

Only “objective standards and objective procedures can apply,” meaning that officials cannot evaluate local conditions to determine if the ADU will cause an unfair burden or be incompatible.

Municipalities must allow additions to, or conversions of, existing single detached dwelling units and must apply the same design standards that apply to single detached dwelling units.

Municipalities cannot have local laws that treat ADUs more restrictively, “create unreasonable costs or delays” or make ADUs “infeasible,” require that primary residences be owner-occupied, require new off-street parking (in T1UM and T2UM), or require side or rear setbacks of more than 5 feet unless needed for health or safety standards.

Zoning preemption No. 2: “Middle housing” — T1UM and RRJC

The bill declares “an increased supply of housing through middle housing” to be a matter of mixed state and local concern but reflects inadequate study of how “middle housing” is treated in all subject jurisdictions or what the supply would look like if the bill is enacted. Under the bill, “middle housing” is either a single structure with 2-6 separate dwelling units (duplex through sixplex), a townhome, or cottage cluster. A townhome is a dwelling unit in a row of 2 or more attached dwelling units on individual lots with common walls. A cottage cluster is a grouping of at least 4 detached units with a common courtyard, with each unit being smaller than 901 square feet.

By December 31, 2024, a T1UM, and by December 31, 2026, a RRJC, must change their local laws concerning middle housing to meet the bill’s minimum standards (as may be modified by DOLA) or adopt DOLA’s model middle housing code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt the minimum requirements by June 30, 2025, for a T1UM, or by June 30, 2027, for a RRJC, or DOLA’s rejection of the jurisdiction’s report, means the model code goes into effect immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using “objective procedures” and the municipality cannot have any “local law” that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA’s model middle housing code will allow middle housing as a “use by right” anywhere the municipality allows single-unit detached dwelling units as of January 1, 2023. The code will provide “objective standards” for approval of the units, so that officials cannot evaluate local conditions to determine if the housing will cause an unfair burden or be incompatible. The model code cannot require new off-street parking in any subject jurisdiction, even if the housing is in an area without adequate parking or transit. The model code is not subject to the same minimum standards that apply to municipalities that do not adopt the model code.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted.

Minimum Standards for Middle Housing

Middle housing of at least 125% of the building area of a single-unit detached dwelling must be allowed as a “use by right” anywhere the T1UM allows single-unit detached dwelling units as of January 1, 2023, or wherever designated in the RRJC’s regional housing needs plan (even if the RRJC did not approve it).

Only “objective standards and objective procedures can apply,” meaning that officials cannot evaluate local conditions to determine if the middle housing type will cause an unfair burden or be incompatible.

Municipalities must allow additions to or conversions of existing single detached dwelling units and must apply the same design standards that apply to single detached dwelling units.

Municipalities must allow properties to be subdivided using objective standards and procedures.

Municipalities cannot have local laws that treat middle housing more restrictively, “create unreasonable costs or delays” or make middle housing “infeasible,” apply minimum setbacks, lot widths, lot depths, lot size standards, or maximum height standards that are more restrictive than single-unit detached dwellings on the same property, require new off-street parking, or impose footprint restrictions differently than single-unit detached dwellings.

DOLA can update minimum standards through rulemaking under an ambiguous “public hearing and comment process.” Middle housing is not required to be permitted on the same lot or parcel as an ADU. Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Middle housing requirements will not affect an inclusionary zoning ordinance unless it renders the “development of middle housing financially infeasible.” The bill does not define “financially infeasible” and does not explain how a developer must prove that the ordinance makes said development financially infeasible. This could make inclusionary zoning ordinances moot.

Zoning preemption No. 3:

Housing in “transit-oriented areas” — T1UM with fixed rail

The bill declares “an increased supply of housing in transit-oriented areas” to be a matter of mixed state and local concern but reflects no study of how any of the subject jurisdictions treat the topic or what the supply would look like if the bill is enacted. Under the bill, a “transit-oriented area” is a one-half mile boundary from some part of a fixed-rail transit station, including parcels that have at least 25% of their area within the boundary. Unincorporated parcels are not included.

The focus of this part of the bill is on multifamily housing (one or more buildings on one lot with separate living units for 3 or more households) and mixed-income multifamily housing (at least 10% of units are set aside for households earning no more than 80% AMI). Although municipalities with inclusionary zoning ordinances can establish their own threshold and set asides, the bill interferes by setting density standards and inconsistently restricts local inclusionary zoning ordinances based on the financial effect on developers.

By December 31, 2024, a T1UM with a transit-oriented area must change their local laws concerning housing in transit-oriented areas to meet the bill's minimum standards (as may be modified by DOLA) or adopt DOLA's transit-oriented area model code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt meet the minimum requirements by June 30, 2025, or DOLA's rejection of the jurisdiction's report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using "objective procedures" and the municipality cannot have any "local law" that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA's transit-oriented area model code will prohibit new off-street parking in transit-oriented areas for multifamily or mixed-income multifamily development, allow minimum density as a "use by right" for multifamily residential (at least 40 units per acre net density) and mixed-income multifamily (at least 60 units per acre net density). Affordable units must be a similar size. This prevents T1UM jurisdictions from influencing multifamily development according to local standards.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted.

Minimum Standards for Transit-Oriented Areas

A T1UM must legislatively create a zoning district for the transit-oriented area to allow multifamily housing as a "use by right" with a minimum gross density of 40 units per acre for all eligible parcels. Districts can extend outside the transit-oriented area to meet gross density requirements based on development constraints or other planning for transit-compatible uses.

Municipalities cannot have local laws that apply to "create unreasonable costs or delays" or make multifamily in a transit-oriented area or the residential density limits "infeasible" or require new off-street parking.

DOLA can update minimum standards through rulemaking under an ambiguous "public hearing and comment process." Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Transit-oriented area requirements will not affect an inclusionary zoning ordinance unless it renders the "development of multifamily housing financially infeasible."

Zoning preemption No. 4: Housing in "key corridors" — T1UM and RRJC

The bill declares "an increased housing supply in key corridors" to be a matter of mixed state and local concern but reflects no study of how any of the subject jurisdictions treat the topic or what the supply would look like if the bill is enacted. Under the bill, a "key corridor" is an extraordinarily broad concept that is not limited to transit corridors and could undermine the zoning and land use plans of an entire municipality. Key corridors include "frequent transit service areas" as mapped by

DOLA (including in some cases anything within one-quarter mile of a bus route with certain service levels). Key corridors also include any parcel in zone districts that permit commercial uses that are supposedly compatible with residential uses and public or institutional uses. Key corridors also include anything zoned for a mix of uses other than industrial. The definitions used in this part are likely inconsistent with many local zoning codes and could capture very large parts of a community.

The bill suggests some option for the municipality that does not adopt a model code to designate their own key corridors. The bill extent of this discretion is not clear, and all minimum standards described for key corridors apply.

The focus of this part of the bill also focuses on multifamily housing (one or more buildings on one lot with separate living units for 3 or more households) and mixed-income multifamily housing (at least 10% of units are set aside for households earning no more than 80% AMI). Although municipalities with inclusionary zoning ordinances can establish their own threshold and set asides, the bill interferes by setting density standards, set asides, and AMI requirements, and inconsistently restricts local inclusionary zoning ordinances based on the financial effect on developers.

By December 31, 2026, T1UM and RRJC must change their local laws concerning housing in key corridors to meet the minimum standards that DOLA must develop or adopt DOLA's key corridor model code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt and meet the minimum requirements by June 30, 2027, or DOLA's rejection of the jurisdiction's report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using "objective procedures" and the municipality cannot have any "local law" that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA's key corridor model code will set minimum residential density limits for multifamily housing as a "use by right," an allowable minimum residential density limit for mixed-income multifamily housing at least 50% greater than the multifamily minimum density as a "use by right," requirements for set asides for low- and moderate-income households.

By June 30, 2025, DOLA will establish key corridor minimum standards that attempt to preempt local law if the model code is not voluntarily adopted. The minimum standards appear to be targeted to take over municipal land use planning in broad swaths of territory and must include: guidance to encourage regional strategies for key corridors, a "net residential zoning capacity" for each municipality based on that municipality's local housing needs assessment, and "any additional standards" that DOLA "deems necessary," like a minimum residential density limit and minimum district size.

Minimum Standards for Key Corridors

A T1UM must legislatively create a zoning district within key corridors to allow multifamily housing as a "use by right" that satisfies DOLA's mandated net residential zoning capacity and requirements that DOLA may impose.

A RRJC must allow multifamily housing as a "use by right" wherever a key corridor is designated in the RRJC's regional housing needs plan (even if the RRJC did not approve it).

Municipalities can allow different density within the key corridor if minimum standards are satisfied.

Municipalities cannot have local laws that apply to "create unreasonable costs or delays" or make multifamily in a key corridor "infeasible."

For key corridors only, the bill prohibits new off-street parking in key corridors **for any use.**

Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Key corridor requirements will not affect an inclusionary zoning ordinance unless it renders the “development of multifamily housing financially infeasible.”

What’s exempt from SB23-213?

Each part of the proposed article 33 of title 29 includes varying degrees of exemptions. Except for ADU requirements, a common exemption is for “standard exempt parcels,” or those that are outside an urbanized area, not served by domestic water or sewer treatment, have an agricultural zoning designation as of January 1, 2023, are noted as a “high risk, high very high, or very high risk” for wildfire by the state forest service (which does not appear to include much land covered by the bill), or in a floodway or 100-year floodplain identified by FEMA. The bill does not account for other local conditions.

For transit-oriented areas, standards also do not apply in park and open space or on properties subject to conservation easements. For key corridors, standards also do not apply on a site that is on or adjacent to a site used or permitted for industrial use or designated for heavy industrial use in a master plan adopted before 2023.

“Unreasonable costs or delays” and feasibility

Each of the zoning preemptions includes a dangerous concept that preempts any local land use law that “individually or cumulatively create unreasonable costs or delays” or that would make the permitting, siting, or construction of the housing type “infeasible.” This language recklessly exposes municipalities to significant liability, could undermine local efforts to create affordable housing, and risks forcing the public to bear burdens that should be borne by developers. It is unclear whether safety standards, impact fees, fees for water or municipal services, or other important local standards could fall prey to this type of language. Several provisions in the middle housing, transit-oriented areas, and key corridor parts also suggest that financial burdens on developers imposed by local inclusionary zoning ordinances will invalidate those local laws.

Interference

Each of the zoning preemptions includes another dangerous concept that would preempt a municipality from amending, developing, or even interpreting a local law “in a manner that would interfere with the intent” of the part. Broad and careless language could have significant unintended consequences and expose municipalities to significant risk.

Parking burdens

Each zoning preemption prohibits a municipality from requiring new off-street parking as part of a housing development approval. The “key corridor” provision appears to prohibit parking requirements for any development approval in a key corridor, not just housing. The bill does not limit these restrictions to any guarantee of public transit availability. The bill does not identify where cars will go or how municipalities are to address the burdens on public streets, public safety, and quality of life. Each zoning mandate permits parking standards required by the Americans with Disabilities Act.

Water, wastewater, and stormwater burdens

Each zoning preemption allows a municipality to apply to DOLA for an unclear “extension of applicable requirements” based on deficient water, sewer, or stormwater “services.” The bill does not seem to account for any other burden on public infrastructure or services. To obtain the extension, the municipality must have a plan to remedy the deficiency on a specific timeline and must show that it cannot serve other, less efficient housing types than those provided in the mandate. The provisions do not account for pre-existing service obligations to those other housing types or rights of their owners. These provisions also do not consider long-term planning and suggest that municipalities must fund development to accommodate the state mandate.

Manufactured & modular housing

Section 3 requires the division of housing to create a report by June 30, 2024, on “opportunities and barriers” in current state law concerning manufactured homes, modular homes, and tiny homes.

Sections 4 and 6 remove financial assurance requirements for manufacturers of factory-built structures (not necessarily limited to residential structures). Under current law, those assurances are payable to the division if the manufacturer fails to deliver a structure or refund a down payment or ceases doing business.

Section 5 adds “final construction plan reviews” to the scope of quality assurance representatives approved by the Division of Housing relating to factory-built structures. The impact of this addition is not clear.

Section 11 amends current law to mandate that municipalities address manufactured and modular housing in the same manner as site-built homes. Municipalities must use “objective standards” and an administrative review process equivalent to site-built homes, unless a subjective review process is used for site-built homes. More restrictive standards than are applied to site-built homes are prohibited, including zoning and subdivision laws and “other regulation affecting development” such as requiring permanent foundations, minimum floor space, home size or sectional requirements, “improvement location standards,” and side yard or setback standards. Despite allowing for equivalency with site-built homes, the bill removes existing language that ensures authority to enact consistent zoning, developmental, use, aesthetic, or historical standards that are applicable to existing and new housing. The categorization of municipalities in Section 2 does not apply to these amendments.

Preemption of planned unit development zoning

Section 7 amends the Planned Unit Development Act at CRS 24-67-105(5.5) to provide that PUDs with residential uses cannot restrict ADUs, middle housing, housing in transit-oriented areas, or housing in key corridors in a manner prohibited by the proposed article 33 of title 29. It is not clear whether this applies only to PUDs in jurisdictions covered by proposed article 33 or more broadly.

Preemption of residential occupancy limits

Section 8 creates CRS 29-20-110 that would preempt counties and municipalities from placing residential occupancy limits on “dwellings” that differentiate between occupants based on family relationship (other than short term rental restrictions). Here, a “dwelling” is defined as any improved property used or intended to be used as a residence, but in Section 2 a different definition of “dwelling” is used. (a single unit providing complete independent living facility)

No commitment to use state-controlled property for affordable housing

Section 10 permits statutory municipalities to sell municipal property held for a government purpose (other than park property) without an election if the purpose is to develop affordable housing. The categorization of municipalities in Section 2 does not apply to these amendments. The state makes no commitment to the use of state-controlled property for affordable housing in the bill.

A narrowing of municipal zoning authority

In addition to Section 2’s broad preemptions and mandates, Section 13 bluntly narrows the traditional zoning authority of municipalities by prohibiting T1UM and T2UM from imposing minimum square footage requirements for residential units unless “necessary for health and safety” in the municipality. The bill would not allow those municipalities to address issues relating to their communities’ welfare.

Undefined process for creating master plans

Sections 9 and 12 amend Titles 30 and 31 regarding county and municipal master plans. The categorization of municipalities in Section 2 does not apply to these amendments. Counties and municipalities must ensure an undefined “inclusive process” by consulting with housing authorities, nongovernmental organizations, and local governments in the creation of the master plan. Master planning already involves heavy public engagement.

Counties and municipalities must include, for plans after June 30, 2024, water items including the location and extent of water supply, a water supply element and conservation policies, and priorities for natural and agricultural land in accordance with the state’s natural and agricultural land priorities report. Counties over 250,000 in population must include a “greenfield development analysis.”

Section 12 also addresses the inclusion of housing needs plans, a greenfield development analysis, and a concept of natural and agricultural land priorities following the state’s natural and agricultural land priorities report.

DOLA must receive draft and final plans and is required to review plans for compliance.

New reporting requirements for water loss accounting

Section 14 requires covered entities (including municipal and special district water providers) to provide and validate water loss audit reports to the Colorado Water Conservation Board. The board will adopt standards for validation of reports, technical qualifications, and methods by January 1, 2025. Some funding is provided for assistance in validation and for technical training and assistance to guide water loss programs.

Invalidation of HOA housing decisions

Section 15 would invalidate common interest community limitations on ADUs, middle housing, housing in transit-oriented areas, and housing in key corridors.

Transportation planning and grants. Section 16 requires the transportation commission to include “statewide strategic growth objectives relating to regionally significant transportation projects” in the ten-year plans for existing and future transportation systems created under CRS 43-1-106(15)(d). It is not clear whether those objectives are the same created by DOLA under Section 2.

Section 17 requires the department of transportation to ensure that grant prioritization criteria are “consistent with state strategic growth objectives” by December 31, 2024. It is not clear whether those objectives are the same created by DOLA under Section 2.

Section 18 requires regional transportation plans and the statewide transportation plan under CRS 43-1-1103, beginning December 31, 2024, to address and ensure consistency with state strategic growth objectives. At least for the regional plans, the objectives are those determined by DOLA under the proposed CRS 29-33-107.

Section 19 requires that projects funded from the multimodal transportation options under CRS 44-4-1103 be “consistent with state strategic growth objectives.” It is not clear whether those objectives are the same created by DOLA under Section 2.

Inadequate funding

Section 20 appropriates \$15 million for DOLA to provide technical assistance under the proposed CRS 29-33-111(3). The extensive amount of code revision, reporting, plan development, and compliance with various mandates required by the bill in covered municipalities has an unknown cost that would certainly exceed this funding. The funding will not address impacts

to infrastructure, public services, and quality of life in municipalities or litigation costs arising from the bill. The funding does not address the major overhaul of DOLA's mission and authority.

Safety clause prevents voters from weighing in

Section 21 includes a safety clause, preventing voters from exercising the right of referendum. Local zoning ordinances on the same issues covered by the bill are subject to the reserved constitutional power of referendum.

► SUPPLEMENTAL INFORMATION

Communities by tier level

Urban Municipalities Tier 1	Urban Municipalities Tier 2	Rural Resort Job Centers	Non-Urban Municipalities
Denver region: Arvada, Aurora, Boulder, Brighton, Broomfield, Castle Pines, Castle Rock, Centennial, Cherry Hills Village, Columbine Valley, Commerce City, Denver, Edgewater, Englewood, Erie, Federal Heights, Glendale, Golden, Greenwood Village, Lafayette, Lakewood, Littleton, Lochbuie, Lone Tree, Longmont, Louisville, Northglenn, Parker, Sheridan, Superior, Thornton, Westminster, Wheat Ridge North Front Range: Greeley, Fort Collins, Loveland, Windsor Pikes Peak: Colorado Springs, Fountain Grand Valley: Grand Junction Pueblo Area: Pueblo	Denver region: Dacono, Fort Lupton, Firestone, Frederick North Front Range: Evans, Berthoud, Johnstown, Tinmouth, Eaton, Miliken, Severance Pikes Peak: Monument	Aspen, Avon, Breckenridge, Crested Butte, Dillon, Durango, Frisco, Glenwood Springs, Mountain Village, Silverthorne, Snowmass Village, Steamboat Springs, Telluride, Vail, Winter Park	Alamosa, Brush, Canon City, Carbondale, Cortez, Craig, Delta, Eagle, Fruita, Fort Morgan, Gunnison, Gypsum, La Junta, Lamar, Montrose, Rifle, Sterling, Trinidad, Wellington

This table lists communities by tier level, according to a document provided by Rep. Steven Woodrow.

Tier-level table published by Colorado Public Radio, <https://bit.ly/3FVIYio>.



Statement of Principles on Land Use & Housing Affordability

- **LOCAL GOVERNMENT'S ROLE** — Local governments are uniquely positioned to help address the housing crisis because of their understanding of their communities' needs and their understanding of planning, land use, infrastructure, and community development. Many local governments already have robust programs in place to promote safe, healthy, equitable, and affordable living.¹
- **STATE GOVERNMENT'S ROLE** — State government impacts local efforts to promote safe, healthy, equitable, and affordable living through its role in administering water rights,² supporting integrated transportation systems,³ protecting public health and the environment,⁴ establishing building codes⁵ and the use of state lands.
- **NO ONE-SIZE-FITS-ALL APPROACH** — There is no top-down, one-size-fits-all solution that is going to solve the housing crisis in Colorado. While commonalities may exist amongst some local jurisdictions or within certain regions, Colorado communities are quite diverse and have unique challenges and opportunities. Land use and housing development are incredibly complex processes that require local planning, oversight, and implementation; but these processes are also impacted by state government policies and distribution of resources. A top-down approach can't balance the needs of each Colorado jurisdiction and does not consider how local government can provide thoughtful, community-based decision making.
- **INCREASING HOUSING SUPPLY (QUANTITY) DOESN'T GUARANTEE AFFORDABILITY, EQUITY OR EFFICIENCY** — Merely increasing the amount of housing does not guarantee affordability will be achieved. Nor does it protect against displacement of residents or promote smart, efficient growth practices. In fact, simply increasing quantity without considerations could actually lead to more inefficient urban sprawl, displacement of under-represented communities, and higher cost of living for those displaced into remote areas of the state. Deed restrictions and other regulatory mechanisms to promote affordability should be considered in any proposed solutions, as well as policies that promote smart, efficient growth while taking into account equity and displacement risks.

¹ See the **2018 Local Government Handbook** at https://leg.colorado.gov/sites/default/files/2018_local_government_handbook_with_cover_0.pdf

² See Colorado Division of Water Resources, Department of Natural Resources at <https://dwr.colorado.gov/services/water-administration>

³ See Colorado Department of Transportation at <https://www.codot.gov/about/mission-vision> and <https://www.codot.gov/about/transportation-facts>

⁴ See Colorado Department of Public Health and Environment at <https://cdphe.colorado.gov/strategic-plan>

⁵ See Colorado Energy Office, Building Energy Codes at <https://cdphe.colorado.gov/strategic-plan> and Colorado Wildland-Urban Interface at <https://csfs.colostate.edu/wildfire-mitigation/colorados-wildland-urban-interface/>

● **INCREASING DENSITY DOESN'T GUARANTEE AFFORDABILITY, EQUITY OR EFFICIENCY** —

Increasing density may be an appropriate planning strategy in some urbanized neighborhoods – especially those with access to transit and workplaces; but density may not be possible or appropriate everywhere, especially in rural or suburban communities that lack adequate infrastructure, transit, government services and employment centers. Further, density does not necessarily lead to affordability; rather, density in costly areas could increase property values and rents. Any considerations of density must be context sensitive.

● **MANDATORY USE BY RIGHT CONFLICTS WITH COLORADO'S TRADITION OF LOCAL CONTROL**

— State preemption of land use authority by mandatory “uses by right” will hinder local governments’ ability to incentivize affordability and private investment in community development. Simply put: “use by right” preemption removes all local government “carrots,” leaving local governments with only “sticks” to require affordability and additional private investment. When carrots are removed, private sector investors and developers will focus efforts in areas that don’t have affordability or investment requirements (the “sticks”). In addition, mandatory “use by right” should not be a means to by-pass state and local requirements that protect health, safety, and sustainability (e.g., DNR -Water, CDPHE, CDOT, building codes, setbacks, and bio-hazards/environmental protections). Finally, allowing lot splits, upzoning, and other development as “use by right” doesn’t guarantee affordability and it doesn’t increase capacity to meet the increased demand from expanded density.

● **LEVERAGE AND EXPAND EXISTING AND NEW STRATEGIES** — Many public and private sector strategies exist to address affordable housing. Recently, Colorado voters approved Prop. 123, which is just beginning implementation; while HB21-1271’s innovative affordable housing strategies are just gaining traction⁶ and the Middle Income Housing Authority is just opening for business. In addition, there are many existing programs designed to increase affordable home ownership, such as first-time homebuyer savings accounts,⁷ down payment or closing cost assistance programs,⁸ and more.⁹ Other programs help reduce cost of development, such as low interest loans, tax credits, trusts, funds, grants, and bonds.¹⁰ Many of these proven resources are underutilized (and should be promoted) or overburdened (and should be given more support). State programs for promoting regional cooperation and providing technical support for local governments need to be prioritized to enable local governments to best meet the current challenge.

● **PLANNING IS KEY** — Local governments have a statutory duty to make and adopt master/comprehensive plans for the development of the jurisdiction. While not currently required, local government master plans can include a variety of elements that encourage a jurisdiction to address important factors impacting housing, growth, natural resources, and the environment.¹¹ It may be worth exploring opportunities to enhance the effectiveness of local plans to promote affordability, smart and efficient growth practices, water and other resource allocation/conservation, and environmental protections. The state should support such efforts by providing technical and financial assistance to increase local government planning capacity and promotion of best practices.

6 See Innovative Affordable Housing Strategies, Colorado Department of Local Affairs at <https://cdola.colorado.gov/1271>

7 See Colorado Association of REALTORS, First-Time Homebuyer Savings Accounts at <https://www.coloradorealtors.com/wp-content/uploads/2017/01/First-Time-Homebuyer-QA.docx.pdf>

8 See Colorado Housing and Finance Authority (CHFA) Down Payment Assistance Grant and Second Mortgage Loan at <https://www.chfainfo.com/homeownership>

9 See HUD’s State Directory of Homeownership Assistance programs at <https://www.hud.gov/states/colorado/homeownership/buyingprgms>

10 See <https://developers-guide.chfainfo.com/funding-sources-inventory>

11 See Colorado Department of Local Affairs, Master Plan Primer at <https://drive.google.com/file/d/0B-vz6H4k4SESZ1ZJTXg0cXNIRIk/view?authuser=0&sourcekey=0-MDnVzpcstC1ttWotN5pRYA> and <https://law.justia.com/codes/colorado/2020/title-30/article-28/section-30-28-106/> and <https://law.justia.com/codes/colorado/2016/title-31/powers-and-functions-of-cities-and-towns/article-23/part-2/section-31-23-206>

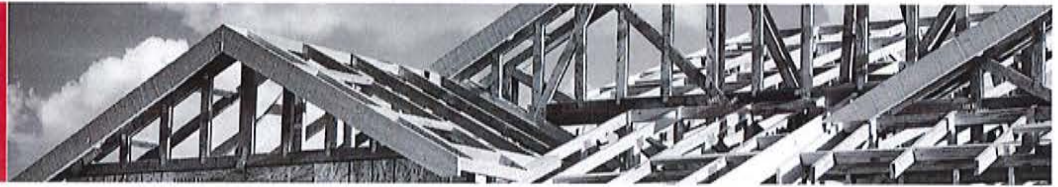
● **WATER AND SANITATION ARE AN ABSOLUTE NECESSITY** — Diminishing water availability is a limiting factor in future development. Access to public water and sanitation is a challenge in many communities, while reliability of ground water (wells) is uncertain due to diminishing ground water sources. Water and sanitation tap fees have increased dramatically in recent years as water and sanitation providers struggle to keep up with growth, comply with increasingly stringent State and Federal water quality standards, maintain existing infrastructure, recoup expenses for acquiring water rights, and build out new infrastructure. Arbitrary upzoning and lot splits do not magically create more capacity or access to water and sanitation services. Instead, they will put greater demands on existing systems. Careful, context-specific planning needs to occur around the topic of water and sanitation services.

● **UNFUNDED MANDATES CREATE UNWANTED FAILURE** — Local governments oppose unfunded mandates or restrictions on cost recovery that require local governments and their taxpayers to bear the direct and indirect costs of development.

● **EVERYONE CAN PROMOTE MORE RESPONSIBLE GROWTH MANAGEMENT PRACTICES** — Local governments in Colorado acknowledge the need to improve growth management and are already responding to the problem. Discouraging urban sprawl, encouraging efficient use and conservation of natural resources, and investing in public infrastructure and transit can help promote affordable, safe, and healthy living, while addressing serious long-term environmental risks.



COLORADO
MUNICIPAL
LEAGUE



Colorado municipalities are leaders on affordable housing

Affordable housing will be a top legislative priority during the 2023 legislative session. For CML and its 270 municipal members, meeting the housing needs of citizens has always been a priority.

Municipalities are at the forefront of land use reforms, and CML has been a staunch supporter of state reforms that advance affordable housing regardless of the size or location of a municipality. In 2021, CML led the charge to return the authority to municipalities to require inclusionary zoning through HB21-1117. More recently, CML supported the passage of Proposition 123, which directs the state to set aside \$300 million a year for affordable housing projects, creating an option to access a sustainable funding source for municipalities to meet the affordable housing needs of their communities. CML also supported HB22-1282, which will provide \$40 million a year in loans to help support the development of manufactured housing factories, and HB22-1287 that provides protections for mobile home park residents.

Municipalities are using tools that currently exist and are developing innovative programs on their own to create housing that serves the people who live and work in their cities and towns. Look to Norwood, Fort Collins, Breckenridge, Greeley, Golden, Denver, and Colorado Springs for just some of these examples.

Colorado has a strong tradition of local control, especially around land use and zoning decisions. Cities and towns have been proactive in updating land use and zoning to create and incentivize housing, often with state partnership and without state preemption.

CML and its 270 member municipalities are committed to collaborating with partners at the state level and those representing many other interests, as well as other local government associations to increase the availability of affordable housing across the state in responsible and meaningful ways.

CML IS COMMITTED TO

- Supporting local innovation driven by Coloradans who know what's best for their communities, including implementing HB21-1117;
- Continuing public and private sector support for housing, including the robust implementation of Proposition 123 and increased grant funding for low- and moderate-income housing;
- Using existing state resources to help local governments increase planning capacity and update land use practices;
- Enhancing state resources for supporting persons experiencing homelessness.

CML OPPOSES

- Preemption of local authority to craft comprehensive plans and zoning ordinances designed to work for their communities, their budgets to provide services and amenities, and the environment;
- One-size-fits-all approaches to zoning that disregard community needs and lead to displacement of residents;
- Unfunded mandates or restrictions on cost recovery that require municipalities to bear the direct and indirect costs of development;
- Restrictions on managing development that would prevent municipalities from ensuring that they can provide adequate services for residents and manage their staff resources.



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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, April 10, 2023
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the April 10, 2023 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from March 27, 2023
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to April 10, 2023
8. **PUBLIC COMMENT**
 - a) Dennis Gimbel, 704 Colorado Blvd, sewer credit request
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
 - a) Public Hearing Modification of Premise Kum & Go 1319 Miner Street
11. **ORDINANCE SECOND READING**
 - a) Ordinance #2, Series 2023 an Ordinance amending section 21-125 and adopting a new section 21-127 of the Idaho Springs Municipal Code to establish a parking fee-in-lieu program.
 - b) Ordinance #3, Series 2023 an Ordinance amending section 17-14 of the Idaho Springs Municipal Code concerning harassment.
 - c) Ordinance #5, Series 2023 an ordinance amending section 6-22 of the Idaho Springs municipal code concerning operation of the public library.
12. **CITY ATTORNEY**
13. **CITY ADMINISTRATOR**
 - a) Staff report submitted with one request for action: Motion to approve a Proposal from Ground Engineering in the amount of \$8,500 for geotechnical evaluation in support of design of the foundation to the relocated Robert's Brothers Garage building (account #59-70-5108).
14. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** - Staff report submitted with one request for action: Motion to approve the Opioid Settlement Participation Forms between the City and Teva, Allergan, Walmart, CVS and Walgreens, and authorize the Mayor and Clerk to execute the same.
 - b) **Deputy City Clerk** - Staff report submitted with no requests for action.
15. **POLICE DEPARTMENT**
 - a) Staff report submitted with one request for action: Motion to approve \$2,722 in additional cost to Ken Garff Ford for the acceptance of a new 2023 Ford Explorer Interceptor patrol vehicle (account #21-00-6012).
16. **PUBLIC WORKS DEPARTMENT**
 - a) No staff report submitted.

17. WATER/WASTEWATER DEPARTMENT

- a) Staff report submitted with one request for action: Motion to approve a proposal from JVA Engineering in the amount of \$104,736 for the design of Maddie Dam improvements at the Water Treatment Facility (account #51-72-7310).

18. COMMITTEE REPORTS

19. CITY CLERK/TREASURER

20. MAYOR / COUNCIL

21. ADJOURN

- a) Next Work Session Monday April 24, 2023.

- b) Next Regular Meeting on Monday, April 24, 2023

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website:

<https://www.colorado.gov/pacific/idahospings/city-council-live>

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date:

https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf. For remote Public Comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>.

You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

Each Scheduled/Unscheduled Public Comment is limited to three (3) minutes.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MARCH 27, 2023**

The City Council of the City of Idaho Springs held a regular meeting on March 27, 2023, in council chambers at City Hall. Mayor Pro Tem John Curtis called the meeting to order at 7:01 p.m.

Answering the roll were: Mayor Pro Tem John Curtis, Jeremy Jones, Jim Clark, and Scott Pennell. Councilmembers Art Caccavale and Kate Collier were absent. Mayor Chuck Harmon was also absent. Also present were Assistant City Administrator Jonathan Cain, City Administrator Andrew Marsh, Police Chief Nate Buseck and Deputy City Clerk Wonder Martell.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Pro Tem John Curtis made a motion to approve the modified agenda to add the Assistant City Administrators request for action. Councilmember Pennell moved to approve the amended agenda for March 27, 2023. Councilmember Jones seconded, followed by an all-in favor voice vote.

CONFLICT OF INTEREST

Councilmember Jim Clark had a conflict of interest on the bills for Allied Towing and he will abstain from the vote approving the Allied Towing bills.

APPROVAL OF MINUTES

Councilmember Pennell moved to approve minutes of March 13, 2023
Councilmember Jones seconded followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Pennell moved to approve bills except the Allied Towing Bills to March 27, 2023
Councilmember Jones seconded. Second was followed by an all-in favor roll call vote with Jim Clark abstaining from the vote. Councilmember Pennell moved to approve the Allied Towing bills to March 27, 2023 councilmember Jones seconded followed by an all in favor roll call vote.

UNSCHEDULED PUBLIC COMMENT

Karl Koser 34293 Pleasant Lane Evergreen CO 80439

Mr. Koser is here to represent resident Joan Vieweg who would benefit from Low Income Water Assistance Program. Mr. Koser distributed a note written by Ms. Vieweg. Mr. Koser thanked council for their willingness to participate in this program to assist residents. Mr. Koser also mentioned that he enjoyed civics in school and is happy he gets to see this in action.

RESOLUTIONS

Councilmember Jones moved to approve Resolution # 5, Series 2023, a Resolution Approving a memorandum of understanding (MOU) between the City and Jack Pine Mining Company Concerning a Potential Land Swap. Councilmember Pennell seconded. Councilmember Pennell asked staff if there was a cap on the development cost for this potential swap, Mr. Marsh advised Councilmember Pennell that this was the beginning stages of this and there is no money being spent at this time, it's at the design phase at this point and that this MOU was non-binding. Second was followed by an all-in favor roll call vote.

JOHN CURTIS
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ORDINANCE FIRST READING

Councilmember Pennell moved to approve Ordinance #7, Series 2023 an Ordinance Repealing and Reenacting Section 17-67 of the Idaho Springs Municipal Code Concerning Certain Weapons Possession in Response to Federal Case Law. Councilmember Jones seconded. Second was followed by an all-in favor roll call vote.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with two requests for action. Councilmember Jones moved to approve a Service Quote from Browns Hill Engineering and Controls in the amount of \$152,210 for programmable logic controller (PLC) replacement at the Water Treatment Plant (account #51-00-5309). Councilmember Pennell seconded followed by an all-in favor roll call vote. Edward Sigward from the Wastewater Treatment Plant advised that the PLC's that are going to be replaced have a ten-year lifespan and the ones at the Water Treatment Plant are 21 years old. Mr. Sigward also advised council that the only place to get parts to try to repair these old PLC's are eBay. City Administrator Andrew Marsh advised that these are upgrades to our system at the Water Treatment Plant and necessary for monitoring and a critical part of the operation of the plant.

Councilmember Pennell moved to approve a proposal from Terracon in the amount of \$25,060 for geotechnical engineering services related to rockfall assessment and mitigation at the Water Treatment Plant (account #51-72-7310). Paul Crain from Public Works mentioned to council that the rockfall has been a concern for years, and that the Water Treatment Plant is located in a very narrow very steep canyon. Mr. Crain mentioned that if a rock was big enough and fell into the holding tank or the operation building, it could cause failure of the entire system. Mr. Crain advised this would be the first step, maybe a wire wall could be put up and that this would allow for the opportunity to locate potential hazards. Councilmember Jones seconded followed by an all-in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

Staff report submitted with one request for action. Councilmember Pennell moved to approve a grant application to the Department of Local Affairs Energy Impact Assistance Fund for \$1,000,000.00 to support the Idaho Springs Highway 103 Waterline Replacement Project. Councilmember Jones seconded, followed by an all-in favor roll call vote.

POLICE DEPARTMENT

Staff report submitted with no requests for action. Chief Buseck did mention that they went to an event this past Saturday because an officer had revived a gentleman at the Clear Creek Recreation Center a few weeks ago. This gentleman had no pulse, and they were able to revive him, and he walked out of the hospital two days later. This has also initiated the distribution of AED's to all emergency providers, and there should be a story about this in the Clear Creek Courant.

PUBLIC WORKS

Staff report submitted with no requests for action.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

MAYOR AND COUNCIL

Mayor Pro Tem John Curtis read the Beau Jo's 50th Anniversary Proclamation. Councilmember Scott Pennell brought up that the city was presented with the George Jackson Award from the Historic Society for the renovation of the 6th Avenue Hose House. City Administrator Andrew Marsh mentioned that the city would be getting a plaque that we will be able to place at the Hose House and that the project is almost complete with just a few small things to finish up.

ADJOURN

Mayor Pro Tem Curtis adjourned the meeting at 7:45 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AlSCO - Denver Linen (13)								
2733175								
2733175	Invoice	Carpets	03/28/2023	04/28/2023	69.63	Open	03/23	10-30-5108
Total 2733175:					69.63			
Total AlSCO - Denver Linen (13):					69.63			
A-OK Auto Clinic (2)								
37332								
37332	Invoice	oil change 2019 chevy	03/21/2023	04/21/2023	98.25	Open	03/23	10-10-6150
Total 37332:					98.25			
Total A-OK Auto Clinic (2):					98.25			
AT&T Mobility (283)								
287246995984X03212023								
287246995984X03212023	Invoice	Cell Phone/WasteWater	03/13/2023	04/08/2023	158.16	Open	03/23	52-00-5335
287246995984X03212023	Invoice	Cell Phones/Water	03/13/2023	04/08/2023	158.16	Open	03/23	51-00-5335
Total 287246995984X03212023:					316.32			
Total AT&T Mobility (283):					316.32			
Browns Hill Engineering & Cont (1416)								
25238								
25238	Invoice	service work - calibration	03/22/2023	04/22/2023	540.80	Open	03/23	51-00-5209
25238	Invoice	service work - calibration	03/22/2023	04/22/2023	540.80	Open	03/23	52-00-5209
Total 25238:					1,081.60			
973								
973	Invoice	WTP SCADA Leasing Agreement	04/01/2023	05/01/2023	1,620.00	Open	05/23	51-00-5309
Total 973:					1,620.00			
974								
974	Invoice	WWTP SCADA Leasing Agreeeme	04/01/2023	05/01/2023	1,620.00	Open	05/23	52-00-5309
Total 974:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					4,321.60			
CenturyLink (569)								
3035672130X3222023								
3035672130X3222023	Invoice	Internet service/Waste Water	03/22/2023	04/13/2023	216.09	Open	03/23	52-00-5335
Total 3035672130X3222023:					216.09			
3035679613X3252023								
3035679613X3252023	Invoice	Phone Lines Water Plant	03/25/2023	04/15/2023	200.60	Open	03/23	51-00-5335
Total 3035679613X3252023:					200.60			
3035674474X3282023								
3035674474X3282023	Invoice	Internet service-Public Works	03/28/2023	04/19/2023	102.94	Open	03/23	10-10-5335
Total 3035674474X3282023:					102.94			
Total CenturyLink (569):					519.63			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Chicago Creek Sanitation (434)								
2023-04								
2023-04	Invoice	Maintenance Fee	03/30/2023	04/15/2023	171.00	Open	04/23	52-00-5206
Total 2023-04:					171.00			
Total Chicago Creek Sanitation (434):					171.00			
Clear Creek County Road & Bridge (1278)								
04.04.23								
04.04.23	Invoice	Fleet fuel/Parks	04/04/2023	04/30/2023	242.11	Open	03/23	10-60-6191
04.04.23	Invoice	Fleet fuel/Police	04/04/2023	04/30/2023	2,419.18	Open	03/23	10-30-6191
04.04.23	Invoice	Fleet fuel/Streets	04/04/2023	04/30/2023	1,508.96	Open	03/23	10-10-6191
04.04.23	Invoice	Fleet fuel/WasteWater	04/04/2023	04/30/2023	332.07	Open	03/23	52-00-6191
04.04.23	Invoice	Fleet fuel/Water	04/04/2023	04/30/2023	332.06	Open	03/23	51-00-6191
Total 04.04.23:					4,834.38			
Total Clear Creek County Road & Bridge (1278):					4,834.38			
Clear Creek Supply (291)								
PDX3312023								
PDX3312023	Invoice	364620 - washer fluid	03/31/2023	04/15/2023	23.94	Open	03/23	10-30-6193
PDX3312023	Invoice	365167 - 44k additive	03/31/2023	04/15/2023	59.40	Open	03/23	10-30-6193
Total PDX3312023:					83.34			
STREETSX3312023								
STREETSX3312023	Invoice	364590 - shovel and gloves	03/31/2023	04/15/2023	104.97	Open	03/23	10-60-5207
STREETSX3312023	Invoice	364677 - faucet washers	03/31/2023	04/15/2023	5.69	Open	03/23	10-30-5208
STREETSX3312023	Invoice	364781 - screws	03/31/2023	04/15/2023	4.99	Open	03/23	10-60-5208
STREETSX3312023	Invoice	364898 - oil filter	03/31/2023	04/15/2023	24.19	Open	03/23	10-10-6150
STREETSX3312023	Invoice	365031 - tail light	03/31/2023	04/15/2023	118.25	Open	03/23	10-60-6150
STREETSX3312023	Invoice	365039 - oil and filter for 2015 che	03/31/2023	04/15/2023	48.77	Open	03/23	10-10-6150
STREETSX3312023	Invoice	365177 - valve caps, tire gauge a	03/31/2023	04/15/2023	33.16	Open	03/23	10-10-6150
STREETSX3312023	Invoice	365208 - bolts	03/31/2023	04/15/2023	28.00	Open	03/23	10-10-6091
STREETSX3312023	Invoice	365365 - sandpaper and paint	03/31/2023	04/15/2023	20.34	Open	03/23	10-60-6010
STREETSX3312023	Invoice	365452 - paint mixer and black pa	03/31/2023	04/15/2023	20.98	Open	03/23	10-60-6010
STREETSX3312023	Invoice	365494 - batteries	03/31/2023	04/15/2023	6.00	Open	03/23	10-10-6010
STREETSX3312023	Invoice	365520 - thread lock	03/31/2023	04/15/2023	8.49	Open	03/23	10-10-6007
Total STREETSX3312023:					423.83			
Total Clear Creek Supply (291):					507.17			
Colorado Analytical Lab (945)								
230314017								
230314017	Invoice	Wastewater Testing	03/21/2023	04/21/2023	477.00	Open	03/23	52-00-5201
Total 230314017:					477.00			
230314030								
230314030	Invoice	bod-5	03/21/2023	04/20/2023	66.60	Open	03/23	52-00-5201
Total 230314030:					66.60			
230321027								
230321027	Invoice	total coliform P/A compl	03/22/2023	04/22/2023	103.50	Open	03/23	51-00-5201
Total 230321027:					103.50			
230313080								
230313080	Invoice	Wastewater Testing	03/27/2023	04/27/2023	189.00	Open	03/23	52-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 230313080:					189.00			
230321026								
230321026	Invoice	bod-5	03/28/2023	04/28/2023	66.60	Open	03/23	52-00-5201
Total 230321026:					66.60			
230315058								
230315058	Invoice	Water Testing	03/29/2023	04/29/2023	378.00	Open	03/23	51-00-5201
Total 230315058:					378.00			
Total Colorado Analytical Lab (945):					1,280.70			
Colorado Assc. of Chiefs of Police (36)								
4115								
4115	Invoice	Membership Renewal	03/23/2023	04/22/2023	250.00	Open	04/23	10-30-5304
Total 4115:					250.00			
Total Colorado Assc. of Chiefs of Police (36):					250.00			
Colorado Community Media (1981)								
81986								
81986	Invoice	Legal Publication	03/24/2023	04/23/2023	463.79	Open	03/23	10-20-5312
Total 81986:					463.79			
Total Colorado Community Media (1981):					463.79			
Colorado Water Resources & Power Dev. Au (1942)								
W19F061 4-2023								
W19F061 4-2023	Invoice	W19F061 Interest	03/30/2023	05/01/2023	6,888.57	Open	04/23	52-79-8110
W19F061 4-2023	Invoice	W19F061 Principal	03/30/2023	05/01/2023	47,723.30	Open	04/23	52-79-8109
Total W19F061 4-2023:					54,611.87			
W20F430 4-2023								
W20F430 4-2023	Invoice	W20F430 Interest	03/30/2023	05/01/2023	7,244.71	Open	04/23	52-79-8102
W20F430 4-2023	Invoice	W20F430 Principal	03/30/2023	05/01/2023	47,367.16	Open	04/23	52-79-8101
Total W20F430 4-2023:					54,611.87			
Total Colorado Water Resources & Power Dev. Au (1942):					109,223.74			
Comcast (1486)								
0197295X3232023								
0197295X3232023	Invoice	City Hall Internet	03/23/2023	04/17/2023	270.40	Open	04/23	10-20-5335
Total 0197295X3232023:					270.40			
Total Comcast (1486):					270.40			
Common Knowledge Technology, Inc (1549)								
59750								
59750	Invoice	Laptop Cain	03/09/2023	04/08/2023	1,810.00	Open	03/23	10-20-7010
Total 59750:					1,810.00			
59854								
59854	Invoice	IT Services - Admin	04/03/2023	04/30/2023	1,323.40	Open	04/23	10-20-5108
59854	Invoice	IT Services - PD	04/03/2023	04/30/2023	1,323.40	Open	04/23	10-30-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
59854	Invoice	IT Services - Streets	04/03/2023	04/30/2023	1,323.40	Open	04/23	10-10-5108
59854	Invoice	IT Services - Water	04/03/2023	04/30/2023	661.69	Open	04/23	51-00-5108
59854	Invoice	IT Services - WW	04/03/2023	04/30/2023	661.69	Open	04/23	52-00-5108
Total 59854:					5,293.58			
Total Common Knowledge Technology, Inc (1549):					7,103.58			
Core & Main LP (959)								
425761								
425761	Invoice	procoder	03/28/2023	04/27/2023	1,139.00	Open	03/23	51-15-6005
Total 425761:					1,139.00			
460929								
460929	Invoice	transmitters	03/28/2023	04/28/2023	128.50	Open	03/23	51-15-6005
Total 460929:					128.50			
Total Core & Main LP (959):					1,267.50			
Deep Rock (1855)								
18332261033123								
18332261033123	Invoice	Water Cooler	03/31/2023	04/23/2023	45.46	Open	03/23	10-20-5309
Total 18332261033123:					45.46			
Total Deep Rock (1855):					45.46			
Doyle Disposal (380)								
14105								
14105	Invoice	Trash Service Sewer Plant	03/25/2023	04/25/2023	453.00	Open	04/23	52-00-5202
Total 14105:					453.00			
Total Doyle Disposal (380):					453.00			
DPC Industries Inc. (297)								
737001001-23								
737001001-23	Invoice	Caustic soda liq	03/28/2023	04/27/2023	789.34	Open	03/23	51-00-6201
737001001-23	Invoice	Cleaning fuel and superfund tax	03/28/2023	04/27/2023	57.77	Open	03/23	51-00-6201
Total 737001001-23:					847.11			
Total DPC Industries Inc. (297):					847.11			
Economy Air Conditioning & Heating (1735)								
44642								
44642	Invoice	Fix visitors center furnace	03/17/2023	04/16/2023	500.50	Open	03/23	10-21-5430
Total 44642:					500.50			
Total Economy Air Conditioning & Heating (1735):					500.50			
Foothills Auto & Truck Parts (1021)								
085244								
085244	Invoice	fleet cleaning supplies	03/30/2023	04/30/2023	57.97	Open	03/23	10-10-6150
Total 085244:					57.97			
Total Foothills Auto & Truck Parts (1021):					57.97			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Galls (527)								
023811121								
023811121	Invoice	cap	03/10/2023	04/09/2023	83.74	Open	03/23	10-30-6030
Total 023811121:					83.74			
Total Galls (527):					83.74			
Hayes Poznanovic Korver LLC (214)								
4.3.2023								
4.3.2023	Invoice	Legal services	04/03/2023	05/03/2023	587.10	Open	03/23	51-00-5101
Total 4.3.2023:					587.10			
Total Hayes Poznanovic Korver LLC (214):					587.10			
HDR Engineering, Inc (1605)								
1200509966								
1200509966	Invoice	Virginia Street Improvements	03/22/2023	04/21/2023	16,920.00	Open	02/23	23-00-5103
Total 1200509966:					16,920.00			
1200510574								
1200510574	Invoice	I-70 Pedestrian Bridge	03/27/2023	04/26/2023	5,270.00	Open	02/23	59-70-5108
Total 1200510574:					5,270.00			
1200510575								
1200510575	Invoice	downtown miner st redesign	03/27/2023	04/26/2023	4,100.00	Open	02/23	59-70-5108
Total 1200510575:					4,100.00			
Total HDR Engineering, Inc (1605):					26,290.00			
Home Depot Credit Services (578)								
7010582								
7010582	Invoice	surge protector and a bucket	03/06/2023	04/30/2023	49.76	Open	03/23	10-30-6010
Total 7010582:					49.76			
6010681								
6010681	Invoice	misc. parts and supplies	03/07/2023	04/30/2023	105.53	Open	03/23	10-60-6010
Total 6010681:					105.53			
4621223								
4621223	Invoice	faucet	03/09/2023	04/30/2023	69.00	Open	03/23	10-30-5208
Total 4621223:					69.00			
3011759								
3011759	Invoice	bucket and lid, utility knife, conduit	03/20/2023	04/30/2023	57.70	Open	03/23	10-60-5208
3011759	Invoice	toilet hinge bolts	03/20/2023	04/30/2023	7.96	Open	03/23	10-20-5208
Total 3011759:					65.66			
Total Home Depot Credit Services (578):					289.95			
Honnen Equipment (144)								
1464227								
1464227	Invoice	Backhoe repairs	03/27/2023	04/26/2023	4,046.36	Open	03/23	52-00-5207
1464227	Invoice	Backhoe repairs	03/27/2023	04/26/2023	2,000.00	Open	03/23	51-00-5207

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1464227:					6,046.36			
Total Honnen Equipment (144):					6,046.36			
HydroLogik LLC (1880)								
230188								
230188	Invoice	Little Bear Blue Ditch Annual Cell	04/01/2023	04/30/2023	420.00	Open	04/23	51-15-6003
Total 230188:					420.00			
Total HydroLogik LLC (1880):					420.00			
Internal Revenue Service (306)								
941-12/2022								
941-12/2022	Invoice	Late Fee	03/13/2023	04/03/2023	343.31	Open	03/23	10-00-2222
Total 941-12/2022:					343.31			
Total Internal Revenue Service (306):					343.31			
Ken Garff Ford Greeley (2030)								
PGA63341								
PGA63341	Invoice	Difference from the 2022 to the 20	03/23/2023	04/22/2023	2,722.00	Open	03/23	21-00-6012
Total PGA63341:					2,722.00			
Total Ken Garff Ford Greeley (2030):					2,722.00			
Krav Maga Worldwide (2070)								
FTD7969								
FTD7969	Invoice	Krav Maga Law Enforcement Cert	03/28/2023	04/27/2023	895.00	Open	04/23	10-30-5212
Total FTD7969:					895.00			
Total Krav Maga Worldwide (2070):					895.00			
KRW Associates LLC (1611)								
2023-1								
2023-1	Invoice	PW Director Executive Search	03/20/2023	04/20/2023	6,827.75	Open	03/23	10-10-5108
2023-1	Invoice	PW Director Executive Search	03/20/2023	04/20/2023	3,413.88	Open	03/23	51-00-5108
2023-1	Invoice	PW Director Executive Search	03/20/2023	04/20/2023	3,413.87	Open	03/23	52-00-5108
Total 2023-1:					13,655.50			
Total KRW Associates LLC (1611):					13,655.50			
Law Firm Of Suzanne Rogers PC (737)								
4.1.23								
4.1.23	Invoice	Mileage	04/01/2023	04/30/2023	57.25	Open	04/23	10-40-5115
4.1.23	Invoice	Prosecutor	04/01/2023	04/30/2023	1,500.00	Open	04/23	10-40-5115
Total 4.1.23:					1,557.25			
Total Law Firm Of Suzanne Rogers PC (737):					1,557.25			
Liberty Communications (1547)								
2823853								
2823853	Invoice	phone service admin	03/30/2023	04/30/2023	143.82	Open	04/23	10-20-5303
2823853	Invoice	phone service police	03/30/2023	04/30/2023	143.82	Open	04/23	10-30-5303
2823853	Invoice	phone service public works	03/30/2023	04/30/2023	143.82	Open	04/23	10-10-5303
2823853	Invoice	phone service wastewater	03/30/2023	04/30/2023	71.90	Open	04/23	52-00-5303
2823853	Invoice	phone service water	03/30/2023	04/30/2023	71.90	Open	04/23	51-00-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 2823853:					575.26			
Total Liberty Communications (1547):					575.26			
Mayberry & Company (1666)								
661								
661	Invoice	Audit	03/31/2023	04/30/2023	4,250.00	Open	03/23	10-20-5102
661	Invoice	Audit	03/31/2023	04/30/2023	2,125.00	Open	03/23	52-00-5102
661	Invoice	Audit	03/31/2023	04/30/2023	2,125.00	Open	03/23	51-00-5102
Total 661:					8,500.00			
Total Mayberry & Company (1666):					8,500.00			
Michael Goodbee (1940)								
4.1.23								
4.1.23	Invoice	Judge	04/01/2023	04/30/2023	1,600.00	Open	04/23	10-40-5110
Total 4.1.23:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
National Business Furniture (357)								
ZK205975-TDQ								
ZK205975-TDQ	Invoice	chair	04/04/2023	05/04/2023	339.00	Open	03/23	10-20-6010
ZK205975-TDQ	Invoice	stool	04/04/2023	05/04/2023	426.00	Open	03/23	10-20-6010
Total ZK205975-TDQ:					765.00			
ZK205976-TDQ								
ZK205976-TDQ	Invoice	chair	04/04/2023	05/04/2023	530.00	Open	03/23	10-20-6010
Total ZK205976-TDQ:					530.00			
Total National Business Furniture (357):					1,295.00			
O.J. Watson Co Inc. (1451)								
0106494								
0106494	Invoice	Power unit	03/28/2023	04/28/2023	672.74	Open	03/23	10-10-6007
Total 0106494:					672.74			
Total O.J. Watson Co Inc. (1451):					672.74			
Peak Performance Imaging Solutions (409)								
66335								
66335	Invoice	Copier Rental	04/01/2023	04/16/2023	140.00	Open	04/23	10-20-5309
Total 66335:					140.00			
66383								
66383	Invoice	PD meter billing for printer	04/01/2023	04/16/2023	73.55	Open	03/23	10-30-5309
Total 66383:					73.55			
Total Peak Performance Imaging Solutions (409):					213.55			
Proforce Law Enforcement (2024)								
513711								
513711	Invoice	sight	03/21/2023	04/20/2023	503.26	Open	03/23	21-00-6026
513711	Invoice	straps	03/21/2023	04/20/2023	76.40	Open	03/23	21-00-6026

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 513711:					579.66			
514339								
514339	Invoice	guns	03/28/2023	04/27/2023	818.00	Open	03/23	21-00-6026
Total 514339:					818.00			
Total Proforce Law Enforcement (2024):					1,397.66			
Quill Corporation (230)								
31494389/31484022								
31494389/31484022	Invoice	Supplies	03/21/2023	04/20/2023	151.53	Open	03/23	10-20-6010
Total 31494389/31484022:					151.53			
Total Quill Corporation (230):					151.53			
Spectrum General Contractors, INC. (2055)								
HOSE HOUSE 3.10.23								
HOSE HOUSE 3.10.23	Invoice	Hose House #2	03/10/2023	04/10/2023	12,112.50	Open	02/23	21-61-7042
Total HOSE HOUSE 3.10.23:					12,112.50			
Total Spectrum General Contractors, INC. (2055):					12,112.50			
Sprint (750)								
569628819-184								
569628819-184	Invoice	Code cell phone	03/27/2023	04/22/2023	65.53	Open	03/23	10-30-5335
Total 569628819-184:					65.53			
Total Sprint (750):					65.53			
Statewide Fire Protection (2071)								
5661								
5661	Invoice	Annual Inspection	03/21/2023	04/20/2023	515.98	Open	03/23	10-10-5208
5661	Invoice	Annual inspection	03/21/2023	04/20/2023	140.00	Open	03/23	10-30-5208
5661	Invoice	Annual Inspection	03/21/2023	04/20/2023	400.99	Open	03/23	51-00-5208
Total 5661:					1,056.97			
Total Statewide Fire Protection (2071):					1,056.97			
T Mobile (2040)								
981870408X3212023								
981870408X3212023	Invoice	Police Department Cell Phone/hot	03/21/2023	04/13/2023	308.35	Open	03/23	10-30-5335
Total 981870408X3212023:					308.35			
Total T Mobile (2040):					308.35			
Timberline Disposal (1467)								
5230198V324								
5230198V324	Invoice	Water treatment plant portalet	04/01/2023	04/15/2023	64.64	Open	03/23	51-00-5202
5230198V324	Invoice	Winterization and fuel charge	04/01/2023	04/15/2023	71.44	Open	03/23	51-00-5202
Total 5230198V324:					136.08			
5230943V324								
5230943V324	Invoice	200 W. Colorado Blvd Trash	04/01/2023	04/15/2023	316.08	Open	04/23	10-60-5202
5230943V324	Invoice	fuel material and fee	04/01/2023	04/15/2023	50.64	Open	04/23	10-60-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 5230943V324:					366.72			
Total Timberline Disposal (1467):					502.80			
Utility Notification Center of Colorado (1984)								
223030738								
223030738	Invoice	Locates	03/31/2023	04/15/2023	36.12	Open	03/23	52-00-5108
223030738	Invoice	Locates	03/31/2023	04/15/2023	36.12	Open	03/23	51-00-5108
Total 223030738:					72.24			
Total Utility Notification Center of Colorado (1984):					72.24			
Wagner Rents (1114)								
C4305801								
C4305801	Invoice	Ground Heater	03/15/2023	04/15/2023	5,792.75	Open	03/23	51-15-6005
Total C4305801:					5,792.75			
Total Wagner Rents (1114):					5,792.75			
WEX BANK (1459)								
87982484								
87982484	Invoice	Fleet fuel - Police	03/23/2023	04/14/2023	96.38	Open	03/23	10-30-6191
Total 87982484:					96.38			
Total WEX BANK (1459):					96.38			
Xcel Energy (540)								
820942183								
820942183	Invoice	1711 miner	03/02/2023	04/11/2023	518.05	Open	03/23	10-20-6001
Total 820942183:					518.05			
820904349								
820904349	Invoice	525 pine slope	03/22/2023	04/11/2023	11.73	Open	03/23	52-00-6001
Total 820904349:					11.73			
820914253								
820914253	Invoice	Pd	03/22/2023	04/11/2023	413.22	Open	03/23	10-30-6001
Total 820914253:					413.22			
820918634								
820918634	Invoice	1101 soda creek	03/22/2023	04/11/2023	174.91	Open	03/23	52-00-6001
Total 820918634:					174.91			
820922365								
820922365	Invoice	new wwtp	03/22/2023	04/11/2023	4,703.66	Open	03/23	52-00-6001
Total 820922365:					4,703.66			
820927430								
820927430	Invoice	water treatment	03/22/2023	04/11/2023	4,084.28	Open	03/23	51-00-6001
Total 820927430:					4,084.28			
820989201								
820989201	Invoice	1801 miner st	03/22/2023	04/11/2023	14.70	Open	03/23	10-10-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 820989201:					14.70			
821037696								
821037696	Invoice	10 montane	03/22/2023	04/11/2023	43.08	Open	03/23	10-10-6001
Total 821037696:					43.08			
821081742								
821081742	Invoice	103 14th ave	03/22/2023	04/11/2023	100.96	Open	03/23	10-20-6001
Total 821081742:					100.96			
821044229								
821044229	Invoice	980 CR 314	03/23/2023	04/11/2023	4,782.52	Open	03/23	52-00-6001
Total 821044229:					4,782.52			
821290262								
821290262	Invoice	pw	03/24/2023	04/13/2023	644.27	Open	03/23	10-10-6001
Total 821290262:					644.27			
821294455								
821294455	Invoice	parks	03/24/2023	04/13/2023	1,041.90	Open	03/23	10-60-6001
Total 821294455:					1,041.90			
Total Xcel Energy (540):					16,533.28			
Grand Totals:					236,438.48			

Report GL Period Summary

GL Period	Amount
02/23	38,402.50
05/23	3,240.00
04/23	121,215.95
03/23	73,580.03
Grand Totals:	236,438.48

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



Idaho Springs City Hall

1711 Miner St • PO Box 907

Idaho Springs CO 80452

(303) 567-4421 • FAX (303) 567 4955

Idaho Springs City Council
4/10/2023 Meeting

Re: Sewer Relief
Dennis Gimbel – 704 Colorado Blvd
High Water Usage for A/C#: 1.0598.1

Dear Council Members,

During the March 3rd import of water usage information into our utilities management software, I noticed the property at 704 Colorado Blvd – A/c#: 130598.1 had an increase in water usage for the March bill. The average usage for this property is 1,000 gallons per billing cycle. The March usage was 160,000 gallons. I called Mr. Gimbel and advised him of the increase and told him to check for leaks or maybe a running toilet.

On March 13th, Mr. Gimbel stopped at City Hall and stated that he had found a leak. He was not aware of when the leak started. Mr. Gimbel turned off the water on or about Feb 24, 2023. Mr. Gimbel stated that most of the water had run into the dirt of his crawl space and therefore was not running through the treatment plant.

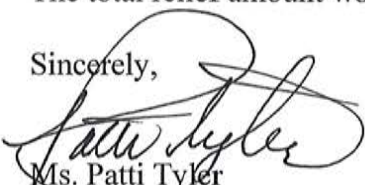
The average water/sewer bill for this property is \$159.18 with an average usage of 1,000 gallons every two months. The March billing was \$2,414.60 with 160,000 gallons usage. This is an increase of \$2,261.54.

On April 4th, meter reads were processed for the May billing. Mr. Gimbel's usage was 15,000 gallons for two months. This indicates a carryover of the leak into that cycle. The May bill will be \$329.40. This is an increase of \$172.09.

Staff is requesting direction regarding whether a credit should be issued and how much if so. If a credit is issued, Staff recommends the amount be for the full sewer amount of both billing cycles less the average sewer that would otherwise be due. In the past, the City has issued a credit in circumstances like this to help the property owner with some of their costs and give them financial relief due to unexpected costs.

The total relief amount would be \$1197.73 toward the sewer portion of the bills.

Sincerely,


Ms. Patti Tyler
Administrative/Utility Clerk
City of Idaho Springs
303-567-4421 x 113



City of Idaho Springs City Council

Meeting Date: 04-10-2023

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

Is this a request for Council action? Yes ☒ No ☐

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

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

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

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

Summary of your comments or concerns:

RESPECTFUL REQUEST FOR SEWER RELIEF.

What staff member have you spoken to about this matter? Please summarize your discussion.

PATTI + WONDER

Requested By: DENNIS GIMBEL Organization: _____

Phone: (Home): 303-567-4240 (Work): _____

(Fax): _____ (Cell): 303-877-8058

Mailing address: P.O. Box 1888 E-Mail Address: _____

IDAHO SPRINGS, CO 80452

Would you like an Agenda: ☐ Faxed ☐ Mailed ☐ E-Mailed CALL

OFFICE USE ONLY:

Date Received: 03/20/2023

By: Chuck Martell

Information Complete: ☒ Yes ☐ No

Missing: _____

MARCH 20, 2023

TO: THE CITY OF IDAHO SPRINGS - WATER & SEWER DEPT. AND OR
THE CITY COUNCIL OF IDAHO SPRINGS.

FROM: DENNIS GIMBEL - PO BOX 1888, 704 COL. BLVD. IDAHO SPRINGS CO. 80452.

SUBJECT: HIGH WATER/SEWER USAGE AND BILL
DATE DUE: 3-31-2023

I RESPECTFULLY ASK, THAT THE CITY AND OR CITY COUNCIL REVIEW
THIS MY PETITION, TO RECALCULATE THE SEWER PORTION OF MY BILL AND THE
NEXT CYCLE BILLING, BASED ON THE FOLLOWING INFORMATION PROVIDED.

I LIVE AT 704 COL BLVD, IDAHO SPRINGS, CO. - 80452.

DURING OUR RECENT SUB-ZERO TEMPERATURES THIS PAST DEC/JAN-2023,
A WATER LINE FROZE & BROKE AT MY RESIDENCE, WHICH I DID NOT REALIZE
OR FIND UNTIL FEB. 24, 2023 APPROX! AT WHICH TIME I TURNED
THE WATER OFF AT THE METER IN THE BASEMENT.

MY HOUSE WAS BUILT IN 1890 AND HAS NEVER HAD A SEWER FLOOR DRAIN
SINCE ORIGINAL CONSTRUCTION AND STILL DOES NOT! THE PIPE WHICH
FROZE AND BROKE IS LOCATED UNDER THE KITCHEN AREA OF THE HOUSE.
THIS PORTION OF THE HOUSE HAS ACCESS ONLY BY A SHALLOW DIRT CRAWL-
SPACE, AND AGAIN: NO FLOOR DRAIN!

YES, THE SINK, TUB & TOILET DO DRAIN TO THE SEWER, BUT THE
PIPE BROKE, SEPARATE FROM THOSE SEWER DRAIN/DISCHARGE LINES.
THE WATER RELEASED FROM THE FROZEN/BROKEN WATER LINE, DRAINED
INTO THE DIRT IN THE CRAWL-SPACE, NOT A FLOOR DRAIN.

MARCH 20, 2025

SUBJECT: HIGH WATER/SEWER BILL & USAGE
RESPECTFUL REQUEST TO RECALCULATE SEWER PORTION OF BILL

CONT:

THE AFOREMENTIONED DIRT CRAWL-SPACE IS APPROX:
17' x 14' (+) OR (-). THERE IS A TIGHT, TRENCH LIKE DITCH,
MAYBE 15"-16" DEEP, TO GAIN ACCESS TO THE AREA AND LOCATE
THE BROKEN PIPE.

AT THE PRESENT TIME, THE WATER REMAINS TURNED "OFF" AT THE
WATER METER. I AM IN THE PROCESS TO ENLARGE THE ACCESS
TRENCH AND INSTALL A SHUT-OFF VALVE AHEAD OF THE BREAK. THEN
MAKE REPAIRS TO THE BREAK, BEFORE RESTORING WATER PRESSURE
TO THE LINE.

I ESTIMATE THE PARTS COULD BE IN THE PRICE RANGE OF
\$100.00 - 300.00, BUT ONLY MY ESTIMATE. MY INTENTION IS TO
MAKE THE REPAIRS AND DO THE WORK MYSELF.

I KNOW THIS IS A HIGH USAGE, BUT AGAIN, THE MAJORITY OF THE
WATER SOAKED INTO THE DIRT CRAWL-SPACE. BY MY PAST USAGE, IT
SEEMS - THE SEWER USAGE IS CALCULATED AT 85% - 95% OF
THE WATER USAGE.

MY RESIDENCE, IS A SINGLE FAMILY DWELLING, OCCUPIED BY MYSELF ONLY.
THERE IS NO HIGH WATER USE APPLIANCES, NO DISH WASHER, NO CLOTHES
WASHER, NO HOT TUBE ETC. THERE FOR MY WATER/SEWER USAGE
HAS ALWAYS BEEN 1 UNIT USED ON MY BI-MONTHLY WATER/SEWER BILL.

(3)

MARCH 20, 2023

SUBJECT: HIGH WATER/SEWER BILL USAGE.

CONT: I RESPECTFULLY SUBMIT A COPY OF MY WATER/SEWER BILL FROM 6-1-2022 TO 8-3-2022 AS AN EXAMPLE WHICH DOCUMENTS MY TYPICAL WATER/SEWER USAGE & BILLING.

By my own UNAWARENESS OF THE FROZEN/BROKEN PIPE, DID RESULT IN A LARGE LOSS OF WATER, WHICH I AM WILLING TO PAY, BUT AGAIN, I RESPECTFULLY REQUEST THAT THE CITY WATER & SEWER DEPT AND OR CITY COUNCIL REVIEW MY DETAILED INFORMATION, AND HOPEFULLY SEE THE NORMAL USAGE HAS ALWAYS BEEN 1 UNIT AND WILL RECALCULATE THE SEWER USAGE PORTION TO 1 UNIT.

I RESPECTFULLY SUBMIT MY PETITION FOR YOUR GOOD CONSIDERATION AND RESPECTFULLY AWAIT YOUR DECISION. THANK YOU.

Dennis Gimbel

DENNIS GIMBEL

704 COLO BLVD.

P.O. BOX 1888

IDAHO SPRINGS, CO. 80452

CELL PH: 303-877-8058

Home PH: 303-567-4240

4

IDAHO SPRINGS WATER AND SEWER
303-567-4421

FOR: 704 Colorado Blvd

SERVICE FROM	SERVICE TO	ACCOUNT NO.
06/01/2022	08/03/2022	1.0598.1
METER READING PREVIOUS	METER READING PRESENT	USAGE
50	51	1
CODES SEE BACK	DESCRIPTION	AMOUNT
	Previous Balance	
	WA Water	83.90
	SW Sewer	71.29
DUE DATE	09/30/2022	AMOUNT DUE 155.19
LAST PAYMENT RECEIVED	08/01/2022	

2021 CCR - cityofidahosprings.colorado.gov
KEEP THIS STUB FOR YOUR RECORDS



FIRST CLASS
U.S. POSTAGE
PAID
PERMIT NO. 6

FOR:

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

TO:

Dennis Gimbel
P.O. Box 1888
Idaho Springs CO 80452-1888

DUE DATE	ACCOUNT NO.	AMOUNT DUE
09/30/2022	1.0598.1	155.19

PLEASE MAIL THIS STUB WITH PAYMENT

TO: CITY OF IDAHO SPRINGS WATER & SEWER DEPT. AND OR
THE CITY COUNCIL OF IDAHO SPRINGS,

A COPY OF A PREVIOUS WATER/SEWER BILL.

FROM: DENNIS GIMBEL

704 COLO. BLVD

P.O. BOX 1888

IDAHO SPRINGS, CO. 80452

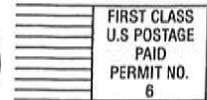
5

IDAHO SPRINGS WATER AND SEWER
303-567-4421

FOR: 704 Colorado Blvd

SERVICE FROM	SERVICE TO	ACCOUNT NO.
12/01/2022	02/03/2023	1.0598.1
METER READING PREVIOUS	METER READING PRESENT	USAGE
54	214	160
CODES SEE BACK	DESCRIPTION	AMOUNT
	Previous Balance	
	WA Water	1,238.26
	SW Sewer	1,176.34
DUE DATE	03/31/2023	AMOUNT DUE 2,414.60
LAST PAYMENT RECEIVED	01/26/2023	

Pay Online: idahospringsco.com
KEEP THIS STUB FOR YOUR RECORDS



FOR:

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

TO:

Dennis Gimbel
P.O. Box 1888
Idaho Springs CO 80452-1888

DUE DATE	ACCOUNT NO.	AMOUNT DUE
03/31/2023	1.0598.1	2,414.60

PLEASE MAIL THIS STUB WITH PAYMENT

TO: CITY OF IDAHO SPRINGS WATER & SEWER DEPT. AND OR
THE CITY COUNCIL OF IDAHO SPRINGS.

A COPY OF MY CURRENT WATER/SEWER USAGE & BILLING.

FROM: DENNIS GIMBEL
704 COLO. BLVD.

PO BOX 1888

IDAHO SPRINGS, COLO- 80452

(6)

MARCH 20, 2023

TO: CITY OF IDALLO SPRINGS WATER & SEWER DEPT AND OR
CITY COUNCIL OF IDALLO SPRINGS

AS A THOUGHT IN REGARD TO MY REQUEST TO REVIEW
MY SEWER PORTION OF MY BILL.

IF I ACCIDENTALLY LEFT MY LAWN SPRINKLER RUNNING FOR
3 WEEKS, WOULD THAT CAUSE MY SEWER PORTION OF MY BILL
TO INCREASE PROPORTIONALLY? I AM ONLY TRYING TO
ILLUSTRATE, AGAIN THAT THE WATER RELEASED FROM THE BROKEN
PIPE, HAD NO IMPACT ON THE SEWER SYSTEM.

MY RESPECTFULLY REGARDS TO THE CITY OF IDALLO SPRINGS.
WATER & SEWER DEPT AND THE CITY COUNCIL

Dennis Gimbel

DENNIS GIMBEL

704 Colo. BLVD.

PO BOX 1888

IDALLO SPRINGS, COLO. 80452

**MODIFICATION OF PREMISES HEARING
IDAHO SPRINGS LIQUOR AUTHORITY
April 10, 2023**

"This is a public hearing before the Idaho Springs Liquor Licensing Authority on an application for a modification of premises for the existing license at Kum & Go LC located at 1319 Miner Street. The City Council serves as the Local Liquor Licensing Authority.

This is a public hearing. Witnesses will be sworn in before offering testimony. While strict rules of evidence do not apply to this hearing, I do have the authority as the Chair of this hearing to limit testimony or evidence that is irrelevant, repetitive or cumulative.

The order of this public hearing will be as follows:

1. The Deputy City Clerk presents her reports and findings.
2. The Chief of Police and any other City Staff may present their recommendations.
3. The Applicant may present evidence and testimony.
4. Any "party in interest" may present evidence and testimony.

*Under State and Local Law, a "party in interest" includes:

- An adult resident of the City;
 - An owner or business manager of a business located in the City;
 - A representative of a school located within 500 feet of the licensed location; and
 - A representative of an organized neighborhood group within the City.
5. The Applicant may then present any rebuttal evidence, in response to any other testimony given.

Throughout this process, the Authority may ask questions.

After all evidence and testimony has been received, I will close the public hearing. The Authority will then begin its deliberations and will make a decision by motion and roll call vote.

OPEN THE HEARING: "It is now _____ :P.M. and I open the public hearing on an application for a modification of premises for Kum & Go located at the address of 1319 Miner Street. I invite the Deputy City Clerk to give her presentation to the Authority..."

***[Mayor – follow Steps 1 through 5 above – when done with all 5 steps -
CLOSE THE HEARING]***

"I now close this public hearing at _____ P.M. Councilors, you may begin your deliberations."

CLERK'S ADMINISTRATIVE REPORT

DATE: April 10th, 2023

TO: Idaho Springs Liquor Licensing Authority

FROM: Wonder Martell, Deputy City Clerk

SUBJECT: Application for Modification of Premise for Kum & Go LC, dba Kum & Go located at 1319 Miner Street, Idaho Springs, CO 80452

NOTICE OF PUBLIC HEARING AND POSTING

In accordance with C.R.S. § 44-3-311, the Notice of Public Hearing to be held by the Liquor Authority concerning the above-referenced application (the "Application") was published in the Clear Creek Courant on March 9, 2023 (Exhibit A) and was posted on the premises on March 31, 2023.

RESULTS OF INVESTIGATION:

In accordance with C.R.S. §§ 44-3-312 and 1 CCR 203-2, Reg. 47-302, City Staff has conducted an investigation of the criteria for a modification of premise of a liquor license proposed by the application. The results of such investigation are as follows:

1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants.
Liquor Establishments in the neighborhood are as follows: Hotel and Restaurant, 11; Brew Pub, 2; Beer and Wine, 2; Retail Liquor Stores, 2; 3.2% off premise, 5; Club License, 1; Limited Winery, 1; Tavern, 3; Vintners, 1
2. The possession, by the licensee, of the changed premises by encroachment license and agreement.
3. Compliance with the applicable zoning laws of the City.
1319 Miner Street is zoned C2, which permits the sale of alcohol beverages.
4. Compliance with applicable distance restrictions of the Colorado Liquor Code and the Idaho Springs Municipal Code.
No distance restrictions apply to this application. See, ISMC § 9-35.
5. The legislative declaration that the Colorado Liquor and Beer Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state.

If there is evidence presented at the hearing that the licensee operates or operated its business in a manner detrimental to the health, peace and morals of the public, the Council may consider that evidence. However, Staff's preliminary investigation has not revealed any such evidence.

*You may note that the above list of criteria is shorter than the list of approval criteria you are required to apply to a new liquor license application. In the context of the

modification of an already-licensed premise, questions of the applicant's character and the original location of the establishment have already been considered and approved. Therefore, this application focuses only on the needs and desires of the community, the applicant's possession of the property, zoning, and distance restrictions.

SUGGESTED MOTION:

Staff recommends that the application be approved and suggests the following motion.

"I move to approve the application for Modification of Premise for Kum & Go LC, dba Kum & Go located at 1319 Miner Street, Idaho Springs, CO 80452, based upon the finding that the applicant meets all criteria set forth in Colorado Liquor Regulation 47-302."

DENIAL

The Authority may deny the application if it finds that any of the above requirements have not been met. It is possible that the hearing on this matter could produce evidence that the applicant fails to meet one or more of the relevant criteria and about which Staff is not currently aware. If the Authority determines that one of the five criteria set forth above is not met, an Authority member may move to deny the application.

A motion to deny the application must explicitly state which of the five criteria are not met and why. The City Attorney can assist you with the procedural aspects of making a motion to deny at the hearing.

Notice of Public Hearing
Idaho Springs Liquor Licensing Authority

Pursuant to the liquor laws of Colorado, the Idaho Springs Liquor Licensing Authority will hold a public hearing on April 10, 2023, to consider an application for a Modification of Premise for Kum & Go LC, dba Kum & Go located at 1319 Miner Street, Idaho Springs, CO 80452. The public hearing will be held in City Hall, 1711 Miner St., at 7:00 p.m. Date of application: 03/01/2023. The application is available for inspection during normal business hours in the office of the City Clerk. Interested persons may appear at the hearing and voice their opinion in favor of or in opposition to the applications.

/s/Wonder Martell
Deputy City Clerk

Permit Application and Report of Changes

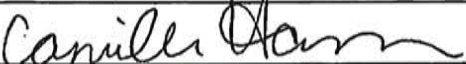
All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company		12-40424-0034	
2. Name of Licensee Kum & Go LC		3. Trade Name of Establishment (DBA) Kum & Go #975	
4. Address of Premises (specify exact location of premises) 1319 Miner Street		5. Business Email Address licenses@kumandgo.com	
City Idaho Springs	County Clear Creek	State CO	ZIP 80452
		Business Phone Number 303-567-0385	
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
☐ Manager's Registration (Hotel & Restr.) \$30.00 ☐ Manager's Registration (Tavern) \$30.00 ☐ Manager's Registration (Lodging & Entertainment) \$30.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>		☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea) \$100.00 ☐ Change Corp. or Trade Name Permit (ea) \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 ☒ Change, Alter or Modify Premises \$150.00 x Total Fee: 150.00 ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00	
Section B – Duplicate License			
☐ Duplicate License \$50.00			

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ 150.00

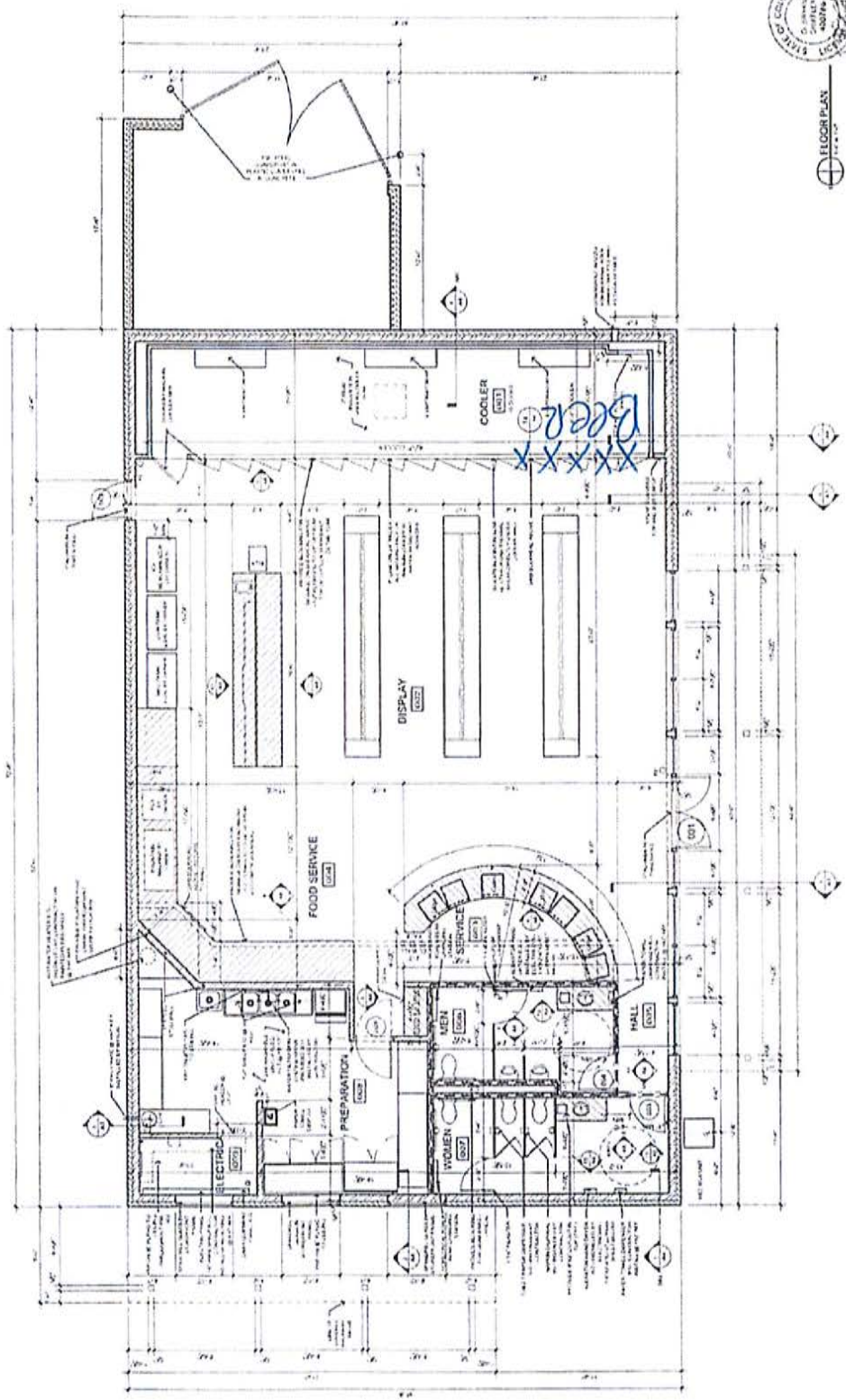
Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>Removing 3 ft of non-alcohol product and replacing with 3 ft of wine product — See attached Site Plan.</u> (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☒ No (d) Is the proposed change in compliance with local building and zoning laws? ☒ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☒ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature	Print name and Title	Date
	Camille Hayes - Compliance Analyst	3/1/2023
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
City of Idaho Springs		03/01/2023
Signature	Title	Date
	Deputy City Clerk	
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

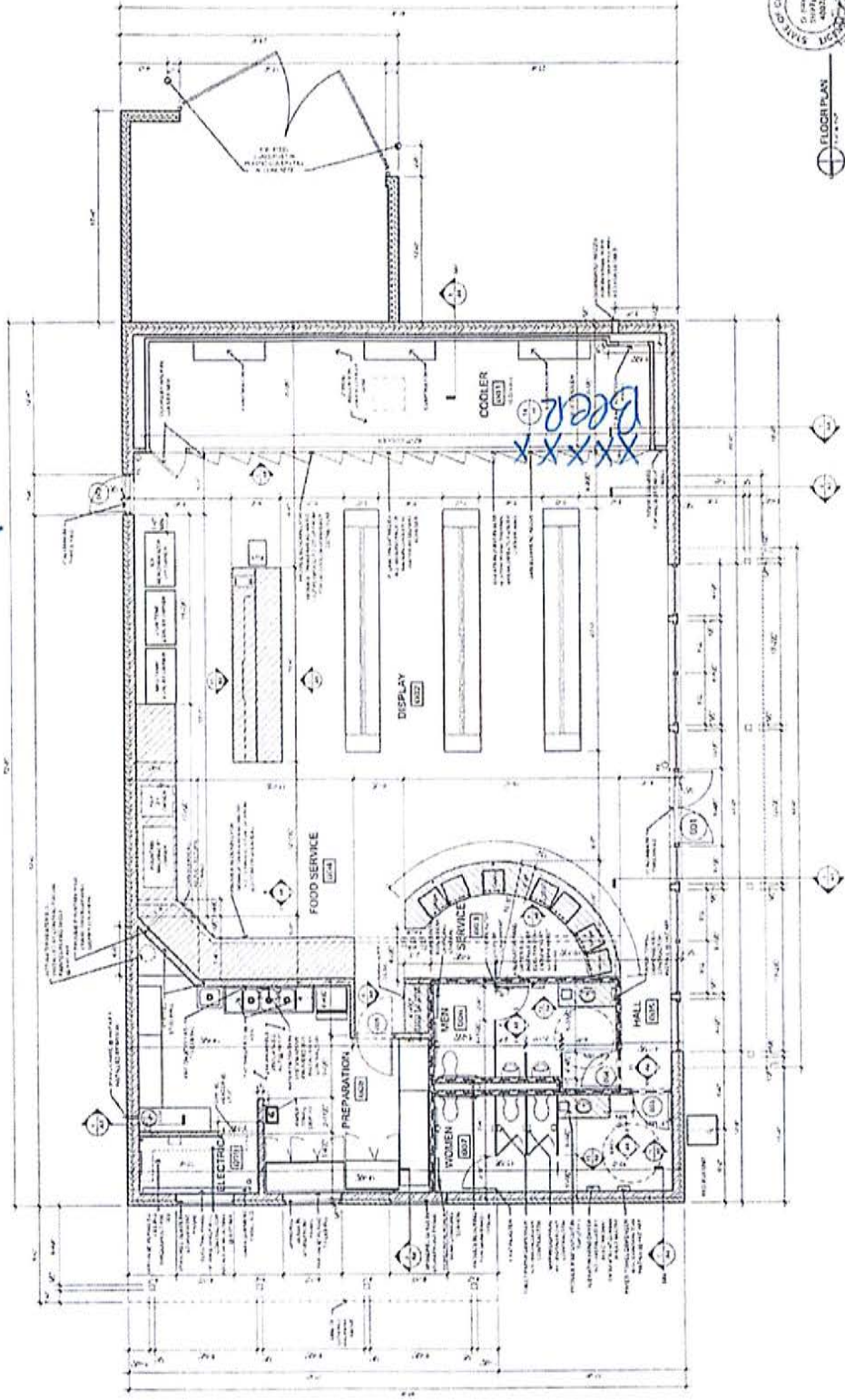
GENERAL NOTES

1. DIMENSIONS ARE TO FACE OF MOUNTING FACE OF PARTITION UNLESS OTHERWISE NOTED.
2. ALL PARTITION WALLS SHALL BE 1/2" THICK Gypsum Board (Type X-1) ON 1/2" STEEL STUDS, UNLESS OTHERWISE NOTED.
3. FINISHES: WALLS AND CEILING SHALL BE MURRAY WALL MOUNTING SYSTEM.
4. PROVIDE 3/4" BIRCHWOOD REGISTRATION WALLS NOTED WITH A BOUNDARY.
5. REVISION PARTITIONS AND KUM & GO CHANGES SHALL BE INDICATED BY A CIRCLE WITH AN "R" IN THE CORNER OF THE PARTITION UNIT. SUPPORT UNITS WITH #12 X 2 1/2" TAPSCREW SCREWS.
6. USUAL PARTITIONS SUPPORTED IN FRONT BY 1 1/2" FLOOR MOUNT PLASTICS. TO BE CLIPPED AT HEIGHT OF PARTITION. PARTITION SHALL BE CLIPPED AT BACK OF PARTITION OR ADVANCE KUM & GO TAPSCREW UNIT.



- GENERAL NOTES**

 1. EXISTING USE TO REMAIN UNLESS INDICATED OTHERWISE. ALL NEW PARTITIONS AND WALLS TO BE CONCRETE AND EXISTING WALLS TO BE REMOVED UNLESS OTHERWISE NOTED.
 2. ALL NEW HIGH PARTITION WALLS ARE TO BE 1/2" GYP BOARD OVER 3/4" STEEL STUDS UNLESS OTHERWISE NOTED.
 3. FINISHES TO REMAIN AS SHOWN ON WALL PLANS UNLESS OTHERWISE NOTED.
 4. PROVIDE 3/4" REINFORCED CONCRETE WALLS INDICATED WITH A DASHED LINE.
 5. RESTROOM PARTITIONS AND WASH CHANGING STATIONS TO BE SUPPORTED FROM TOP TO BOTTOM BY 2" PL PLUMBING RACKING WALLS UNLESS OTHERWISE NOTED. SUPPORT UNITS WITH 4" X 2" TAMPING SCREWS.
 6. EXISTING PARTITIONS SUPPORTED IN FRONT BY 1/2" FLOOR JOINT PLATES TO BE CAPED AT HEIGHT OF 1/2" ABOVE PARTITION TOP. EXISTING PARTITION AT BACK OF PARTITION OR "BACKSTOP" AT TROULAR TYPICAL BRACKET.



Expanded from
175 beer doors

After



GENERAL NOTES

1. DEMOLISHING NOT TO FACE OF WORKMAN, FACE OF CONCRETE, AND CENTERLINE OF METALLIC STUDS USED TO CONSTRUCT WALLS.
2. ALL WITHIN ONE-FAMILY UNIT WALLS, AND 10% OF COMMON WALLS OVER 1/2" STEEL STUDS, UNLESS OTHERWISE NOTED.
3. REMOVE IN ROOMS AS REQUIRED FOR WALL REMOVALS.
4. PROVIDE 2" AIR SPACES FROM FLOOR IN WALLS.
5. SOCIATED WITH A DOWEL LINE.
6. REINFORCED WALLING AND SOLID CHANGING STRIPS TO BE CARVED FROM TOP TO BOTTOM IN 1" SUPPORT UNITS WITH 1/2" TYPICAL-SPACED JOISTS.
7. USUAL REINFORCED WALLING IS 12" MIN. 100% TO BE CARVED AT REMOVAL OF WALLS. PROVIDE CONTINUED WORKING IN WALL AT BACK OF WALLING FOR WORKER WITH TWO-CAVITY "Y" BLOCK.

GENERAL NOTES

- [illegible]



A1

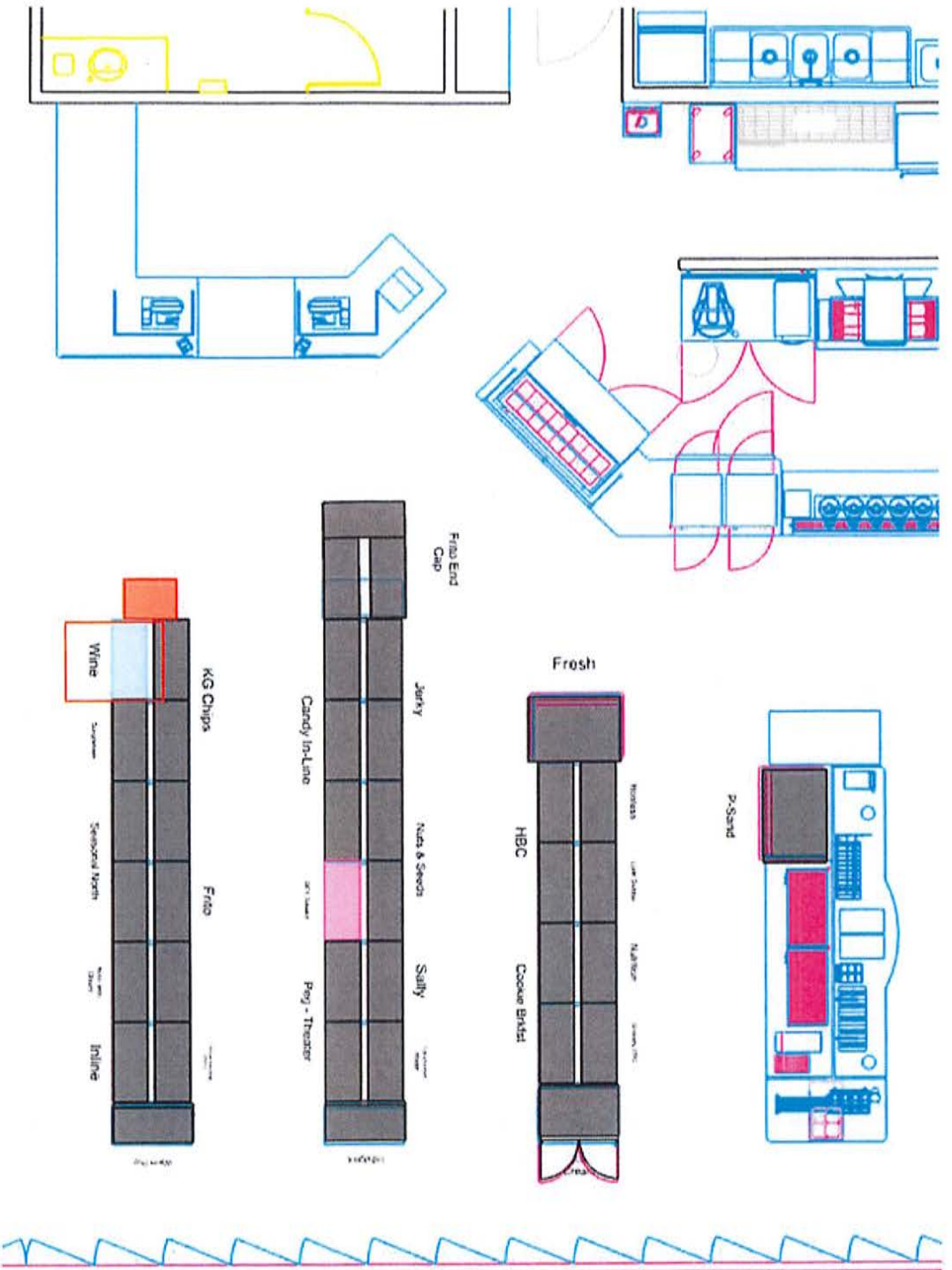
KUM & GO STORE #975

PAUZO E PRONTO, COL GRANDE

FLOOR PLAN SCALE: 1/4" = 1'-0"

S H I F F L E
ARCHITECTS P L C
A S S O C I A T E S

Store 0975



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 2, Series 2023

AN ORDINANCE AMENDING SECTION 21-125 AND ADOPTING A NEW SECTION 21-127 OF THE IDAHO SPRINGS MUNICIPAL CODE TO ESTABLISH A PARKING FEE-IN-LIEU PROGRAM

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

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., the City, acting through its City Council (the “Council”), is authorized to adopt rules and regulations governing the planning, zoning and use of land within its territory; and

WHEREAS, pursuant to such authority, the Council previously adopted zoning and land use regulations, codified as Chapter 21 of the Idaho Springs Municipal Code (“Code”), which include mandatory off-street parking requirements for the majority of redevelopment and new development projects; and

WHEREAS, the Council has determined that the provision of off-street parking is a financial and logistical hurdle for most development in the City, even as the need for such parking is great; and

WHEREAS, in an effort to provide options to future land use applicants, the Council desires to allow such applicants within the Parking Fee In-Lieu Program Boundary to pay a fee instead of providing all or a portion of required off-street parking spaces necessitated by their proposed project; and

WHEREAS, to determine the appropriate and defensible amount of such a fee, the City evaluated the real cost of providing one parking-structured parking space within the City and multiplied that amount by two thirds (2/3) to arrive at a fair and current cost per generic parking space (outside or inside a parking structure); and

WHEREAS, the Council finds that it is desirable to adopt a Parking Fee In-Lieu Program to permit development and redevelopment to occur on challenging parcels and within existing dense areas, such as downtown, by financially contributing to the additional parking need they create instead of directly providing the parking spaces.

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

Section 1. Section 21-125 of the Idaho Springs Municipal Code (“Code”) concerning the scope of parking and loading requirements, is hereby amended by the addition of a new subsection (E), to read in its entirety as follows:

Section 21-125 – Scope: duty to provide.

(E) The duty to provide off-street parking spaces may be fulfilled in certain locations by the fee-in-lieu program set forth in Section 21-134.

Section 2. Article VI of Chapter 21 of the Code, concerning site and design standards, is hereby amended by the addition of a new Section 21-134, to read in its entirety as follows:

Section 21-134. - Voluntary parking fee-in-lieu program.

(A) Purpose. In lieu of the provision of creating physical parking spaces as required by Section 21-127, an eligible applicant may request a substituted cash fee in lieu of provision of all or a portion of the otherwise required parking spaces. The amount of the parking improvement fee set forth in this section is designed and intended to reasonably relate to the needs created or contributed to by development within and immediately adjacent to the Idaho Springs Historic District that does not provide off-street parking space as part of such development.

(B) Applicability/Program Eligibility. The fee in lieu option may be requested only for properties located within the City's parking fee-in-lieu program boundary, generally defined by Water St. to the south, Colorado Blvd. to the north, 13th Ave. to the west, and Riverside Dr. to the east (Figure 21-134.1).

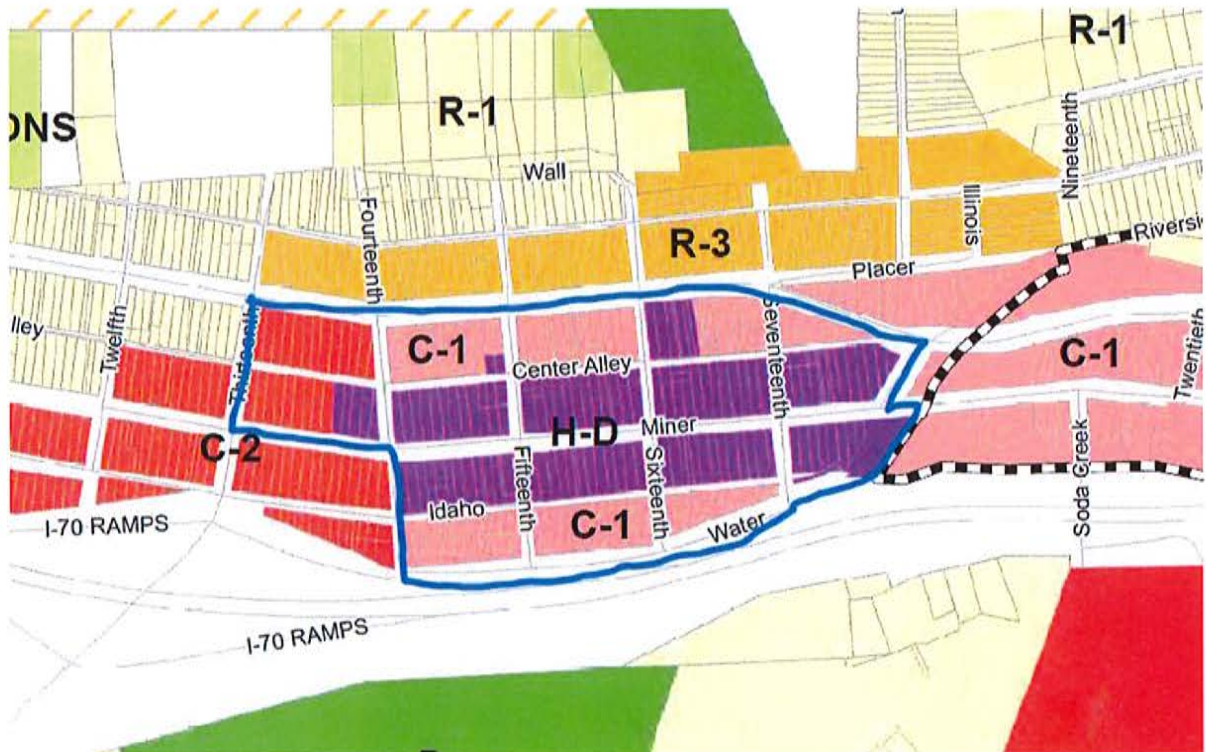


Figure 21-134.1 Fee-in-Lieu Program Boundary

(C) Fee Amount; Non-Refundable. The amount of the non-refundable parking fee in-lieu shall be \$20,000 per space for Restaurant/Retail development;

\$10,000 per space for Office/Personal Service Development; and \$2,500 per space for Residential Development. The fee shall be prorated for fractional parking space requirements. The fee shall be adjusted from time to time by the City Council by resolution and shall be included on the City's annual fee schedule. In no circumstance shall paid fees be refunded.

(D) Request Initiated. A fee in lieu of parking shall be initiated only by a written application from the property owner on a form provided by the City. If the proposed development that necessitates parking is not proposed by the property owner, the property owner's written consent to the application must be provided.

(E) Review and Decision. The Planning Commission shall review and render decision on applications filed pursuant to this Section. The Commission shall apply the following criteria to such applications and shall approve an application upon a finding that a majority of these criteria are met:

- (1) Whether the applicant demonstrates that all required parking cannot be reasonably located on-site due to site-specific physical constraints or site design requirements;
- (2) Whether the historic significance of existing buildings or other site features would be adversely affected to meet the parking requirement on site;
- (3) Whether the property is located in close proximity to permanent public parking or public transportation routes;
- (4) Whether the characteristics of the proposed land use reduce the need for on-site parking; and
- (5) Whether the public health, safety or welfare would be adversely affected by locating the required parking on the property.

(F) Payment Agreement. An approved applicant must enter into a payment agreement with the City which shall be recorded prior to the issuance of a building permit.

(G) Optional Payment Plan. The City Administrator is granted the authority to grant a request for a payment plan, in the Administrator's sole discretion, which may include annual installments, including interest, over a multiyear period not to exceed ten (10) years and which may include provisions for termination of the Certificate of Occupancy for the affected land use if timely payments are not made and such other remedies deemed adequate by the City to address nonpayment.

(H) Use of Funds. All funds collected pursuant to this section shall be paid into the Idaho Springs Parking Enterprise Fund and used for purposes to which that fund is restricted.

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 13 day of March 2023.

Chuck Harmon, 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 10th day of April 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 3, Series 2023

**AN ORDINANCE AMENDING SECTION 17-14 OF THE IDAHO SPRINGS
MUNICIPAL CODE CONCERNING HARASSMENT**

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

WHEREAS, pursuant to C.R.S. § 31-15-401, the City, acting through its City Council (the “Council”), is authorized to adopt rules and regulations prohibiting certain conduct and defining general offenses that harm or pose a threat to the public health, safety or welfare; and

WHEREAS, pursuant to such authority, the Council has previously defined and adopted certain general offenses, codified as Chapter 17 of the Idaho Springs Municipal Code (“Code”), including a prohibition of harassment, codified as Code Section 17-14; and

WHEREAS, on March 28, 2022, the Colorado Supreme Court issued its decision in *People v. Moreno*, 2022 CO 15 (Colo. 2022), holding that a portion of the State statutory language defining criminal harassment is unconstitutionally overbroad on its face; and

WHEREAS, Code Section 17-14 includes the same language invalidated by the *Moreno* decision; and

WHEREAS, the City Council therefore finds that it is necessary and prudent to amend Code Sec. 17-14 to remove the unconstitutionally overbroad language; and

WHEREAS, the City Council further finds that it is desirable to broaden the scope of defined methods through which people may send and receive harassing communications.

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

Section 1. Section 17-14 of the Idaho Springs Municipal Code (“Code”), concerning harassment, is hereby amended as follows:

Sec. 17-14. - Harassment.

(A) It is unlawful to commit harassment. A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

- (1) Strikes, shoves, kicks or otherwise touches a person or subjects him or her to physical contact;
- (2) In a public place, directs obscene language or makes an obscene gesture to or at another person;

- (3) Follows a person about in a public place;
 - (4) Initiates communication with a person, anonymously or otherwise, by telephone, computer, computer network, ~~or~~ computer system, text message, instant message, or any other digital or electronic medium in a manner intended to ~~harass or~~ threaten bodily injury or property damage, or makes any comment, request, suggestion or proposal by telephone, computer, computer network, ~~or~~ computer system, text message, instant message, or any other digital or electronic means which is obscene;
 - (5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation;
 - (6) Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or
 - (7) Repeatedly insults, taunts, challenges or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response.
- (B) As used in this Section, unless the context otherwise requires, obscene means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.
- (C) Any act prohibited by Paragraph (A)(4) hereof may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, message or other digital or electronic communication was either made or received.

Section 2. 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 3. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code 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 13th day of March, 2023.

Chuck Harmon, 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 10th day of April 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 5, Series 2023

AN ORDINANCE AMENDING SECTION 6-22 OF THE IDAHO SPRINGS MUNICIPAL CODE CONCERNING OPERATION OF THE PUBLIC LIBRARY

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

WHEREAS, pursuant to C.R.S. § 31-25-201 *et seq*, the City possesses the authority to establish, maintain, and provide for the management and operation of a public library; and

WHEREAS, for over one hundred years, the City has owned and maintained the Idaho Springs Carnegie Public Library, located at 219 14th Avenue within the City (the “Library”); and

WHEREAS, with the formation of the Clear Creek County Library District, the Library became a District library, and its operation became a matter of District control and management; and

WHEREAS, at one time, the City appointed a City Library Board of Trustees to advise and be accountable to the District Board, as provided in Idaho Springs Municipal Code (“Code”) Section 6-22; and

WHEREAS, the City Council has not appointed a City Library Board of Trustees for some time and the current City Council finds that there is no longer a practical need to maintain such a Board, as the District is legally responsible for the Library’s operation; and

WHEREAS, the City Council therefore wishes to amend Code Section 6-22 to eliminate the City Library Board of Trustees and to accurately reflect the operation and management of the Library.

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

Section 1. Section 6-22 of the Idaho Springs Municipal Code (“Code”), concerning the Library Board of Trustees, is hereby amended as follows:

Sec. 6-22. - Library Board of Trustees Operation and Management.

For as long as the public library building and grounds are owned by the City and the library resources and contents are owned by the Clear Creek Library District, the District shall be responsible for the operation and management of the public library in accordance with an agreement with the City concerning the same.

~~(A) Established. The management and control of the public library shall be vested in a Library Board of Trustees, accountable to the Clear Creek Library District.~~

~~(B) Composition. The Library Board of Trustees shall consist of five (5) members.~~

~~(C) Appointment. The members of the Library Board of Trustees shall be appointed by the Mayor with the consent of the City Council.~~

~~(D) Terms. The members of the Library Board of Trustees shall be appointed for staggered terms of five (5) years.~~

~~(E) Powers and duties. The powers and duties of the Library Board of Trustees shall be as provided by state law and as designated by the Clear Creek Library District.~~

Section 2. 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 3. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code 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 13th day of March, 2023.

Chuck Harmon, 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 10th day of April, 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: April 10, 2023
Subject: City Administrator Update

Request for Action:

- Move to approve a Proposal from Ground Engineering in the amount of \$8,500 for geotechnical evaluation in support of design of the foundation to the relocated Robert's Brothers Garage building (account #59-70-5108).

Updates:

- Staff attended on March 23 a progress meeting regarding the Clear Creek School District's Transportation Maintenance Facility and Building 103 projects.
- Staff attended on March 27 a meeting with Citywide Banks to review the City's accounts and discuss available services and products.
- Staff met on March 28 with the Chicago Creek Sanitation District to discuss maintenance projects.
- Staff met on March 28 with CDOT and the Clear Creek Fire Authority to discuss the possible City acquisition of additional CDOT property for the new fire station project on Chicago Creek Road.
- The Mayor and staff met on March 28 with Interstate Parking Colorado regarding the parking management program and the proposed parking structure.
- The Mayor, Jon and I attended on March 29 a virtual Land Use Town Hall regarding Senate Bill 23-213 hosted by the Colorado Municipal League.
- Attended on March 29 a meeting with Clear Creek County and municipal representatives regarding the draft request for proposals for the Clear Creek Fire Authority organizational analysis.
- The Mayor, Jon and I participated on March 29 in interviews of two candidates for the Best and Brightest Fellowship Program.
- Paul, Willie and I met on March 29 with Arrowhead Landscape Services regarding this year's proposal for maintenance of CRC Park.
- The Mayor, Jon and I met on April 5 with one of the Best & Brightest candidates and provided a tour of the City.
- Staff attended on April 5 a progress meeting regarding the Public Works Facility Project.
- The Mayor and staff met on April 5 with the Columbine Garden Club regarding the annual installation of flowers.

Upcoming Events:

- The Planning Commission meeting regarding a public hearing on the final development plan for the Igadi Marijuana Cultivation Facility has been rescheduled for Wednesday, April 12 at 6:00 p.m.

GROUND

ENGINEERING

February 23, 2023

Subject: Proposed Scope of Professional Services,
Geotechnical Evaluation, **Robert's Garage**,
Idaho Springs, Colorado.

Proposal Number 2302-0288 Revised

Andy Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, Colorado 80452

Dear Mr. Marsh:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit a scope for a geotechnical evaluation in support of design of the foundation to the Robert's Garage building that is proposed to be relocated to an area northeast of 16th Avenue and Water Street in Idaho Springs, Colorado. Based on the provided information and the marked-up plan,¹ we understand that a historic building with an approximate 1,000 square foot footprint is planned to be relocated. The existing pavements surrounding the proposed structure will be re-constructed or modified.

Based on provided information and our experience with similar projects, we propose the following:

Geotechnical Evaluation Components

- As requested, drill 2 test holes near the locations suggested on the marked-up plan, but ultimately determined in the field by GROUND to evaluate the subsurface profile and to obtain earth material samples for laboratory testing. One of the test holes will be drilled within the proposed building footprint to a depth of about 30 to 40 feet below existing grade and the other test hole will be drilled within the proposed pavement area to a depth of about 5 feet below existing grade. Final depths of the test holes may vary in the field as exploration progresses and as the subsurface profile becomes evident.

Based on our experience in the area, we anticipate that air-percussion (ODEX) drilling techniques will be required to advance the test holes to the necessary depths due to the presence of large cobbles and boulders in the shallow site soils. If another drilling technique should be used, GROUND should be contacted to revise this proposal.

- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the materials at the site.

¹ *Transit Center, Idaho Springs, Colorado. Sheet No. FIG 1. Prepared by JVA Incorporated. Dated September 2022.*

**Robert's Garage
Idaho Springs, Colorado**

- Analyze the results of the field and laboratory studies to develop geotechnical parameters for structure foundations, floor systems, site grading/earthwork operations, excavation conditions, utility lateral installation, lateral earth pressures, water soluble sulfate content, soil corrosivity, and private pavement sections.
- Prepare a report summarizing the data obtained, and present our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Hard/paper copies are available upon request. Field studies, data analysis, and report preparation will be conducted under the supervision of a Colorado-licensed professional engineer.

Fees

We can complete the scope of services outlined above for a lump sum fee of **\$8,500**. This fee assumes normal work day (Monday to Friday – 7 am to 6 pm) operations. Additional fees will apply for night, weekend, and/or holiday work.

If other additional services are required beyond the scope outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* on page 5 of this scope. As times required for post-report consulting and development of additional parameters are difficult to forecast, we propose to provide these services on an hourly and unit cost basis in accordance with the *Fee Schedule*. Specifically, a rate of \$150 per hour will apply for a project engineer or geologist, \$190 per hour for a professional engineer or geologist, and \$225 per hour for a GROUND principal.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, track-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- City of Idaho Springs will furnish right-of-entry for GROUND and GROUND's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations. GROUND and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by City of Idaho Springs and the owner. GROUND will backfill the test holes with auger returns, patch paved areas with 'cold patch' asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems, replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services. Upon request, we can provide these as additional services as discussed above.

**Robert's Garage
Idaho Springs, Colorado**

- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in GROUND's scope of services, unless otherwise indicated. City of Idaho Springs must inform GROUND to the presence of hazardous/contaminated materials, known to them prior to performance of any subsurface exploration.
- Retaining wall parameters and/or design are not specifically included in this scope of service at this time (GROUND is not aware of such structures). If retaining wall structures are planned for construction, GROUND should be contacted to re-evaluate the scope and fee.
- We assume that no modifications to public pavements will be made, therefore public pavement sections will not be addressed.
- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- We have assumed that the test hole locations and elevations will be surveyed by others on the project team, if necessary.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with GROUND, City of Idaho Springs accepts this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that City of Idaho Springs will notify the property owner(s) and tenants of the existing building of our field work schedule.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event City of Idaho Springs desires additional/repeated groundwater level observations GROUND must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon GROUND's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

Robert's Garage
Idaho Springs, Colorado

Schedule

We propose to initiate the geotechnical evaluation (project setup and coordination) within 5 days of being given notice to proceed (i.e., receiving a signed copy of this agreement). We anticipate that the final report should be completed approximately 8 to 9 weeks after execution of this proposal. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Authorization

Please review the *General Conditions*, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

If you have any questions, concerns, or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This proposal is valid for 30 days.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Ben Fellbaum, P.G., E.I.

Agreed to this _____ day of _____, 2023

City of Idaho Springs by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE – ENGINEERING SERVICES

All engineering services require a project-specific proposal.

FIELD INVESTIGATION

Truck Mounted Drill Rig with 2-Man Crew	
• Solid Stem Auger (hourly)	\$180
• Hollow Stem Auger (hourly)	\$195
• Wireline Coring	\$245
• ODEX, Rotary Drilling	\$245
Track Mounted, All-Terrain, Limited Access Drill Rigs, and Drill Rig Support Equipment	Quote
Water Truck, Support Truck, Hydro-Vac Truck (daily)	\$305 - \$705
Excavator / Backhoe	Quote
Standby Time	Hourly Rate

ENGINEERING

Principal Engineer (hourly)	\$225
Senior Project Manager, Engineer, Geologist (hourly)	\$190
Project Engineer, Geologist (hourly)	\$150
Project Manager	\$130
Field / Staff Engineer (hourly)	\$110
CAD Technician (hourly)	\$90
Special Consultation/Expert Testimony, and Court Appearance	Quote
Mobilization	Quote
Per Diem / M & IE	GSA Rates

MISCELLANEOUS

Equipment Rental	Cost + 20%	Environmental Drilling, Sampling, Analysis	Quote
Outside Laboratory Services	Quote	Personal Protective Equipment (PPE)	Quote
Out-of-Town Living Expenses, Commercial Travel Costs, Equipment Rental, etc.	Quote	Geotechnical Instrumentation, Vibration Monitoring, Thermal Conductivity, and Resistivity	Quote
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis, and Crane Pad Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$16.00	Permeability	
Atterberg Limit	\$75.00	• Falling or Constant Head, 2-4" Diameter	\$300.00
Specific Gravity	\$105.00	• Triaxial Permeability	\$425.00
Relative Density	\$250.00	California Bearing Ratio, 1-Point	\$200.00
Gradation Analysis		California Bearing Ratio, 3-Point	\$500.00
• All Standard Sieve to #200 Sieve	\$70.00	"R" Value	\$400.00
• Percent Less Than #200 Sieve	\$45.00	Resilient Modulus (per point)	\$1,000.00
• Gradation with Hydrometer	\$175.00	Los Angeles Abrasion Test	\$175.00
Swell-Consolidation	\$80.00	Soil Stabilization Mixture Analysis	\$3,500.00
Soil Suction	\$100.00	Soundness (Sodium)	\$350.00
Compaction – Standard or Modified Proctor	\$120.00	Fractured Faces Test	\$65.00
Unconfined Compressive Strength		Flat or Elongated Particles	\$65.00
• Soil	\$65.00	Corrosivity Testing	
• Rock	\$200.00	• Water-Soluble Sulfates	\$55.00
Direct Shear Strength (3-Point)		• pH Test	\$55.00
• Quick Test	\$525.00	• Reduction/Oxidation Potential (Redox)	\$45.00
• Consolidated-Undrained	\$1,000.00	• Sulfide Content	\$60.00
• Consolidated-Drained	Quote	• Soil Resistivity (Direct Measurement Method)	\$50.00
Triaxial Shear		• Soil Resistivity (Soil Box Method)	\$110.00
• Unconsolidated-Undrained (Quick Test)	\$1,000.00	• CDOT Suite (pH, Resistivity, Chlorides, and Sulfates)	\$245.00
• Consolidated-Undrained (R-Test)	Quote	• Eng. Suite (pH, Resistivity, Redox, and Sulfides)	\$230.00
• Consolidated-Drained (S-Test)	Quote	Organic Content	\$90.00
Time Consolidation	\$500.00		

4E1

GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly by any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this entire Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the Client will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understand that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of services for the sole use and benefit of the Client. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and its agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Engineering Fee Schedule. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are a direct or indirect result of any cause beyond the reasonable control of the Consultant including, but not limited to, power or data system outages, acts of nature, acts of war, riots, or strikes, public health emergencies including but not limited to infectious disease outbreaks, governmental orders or directives, failure of any regulatory authority to act in a timely manner, failure of the Client to furnish timely information, or faulty performance by Client's contractors or consultants. The time for completion of Consultant's services shall be extended and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for associated damages.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages due to or arising from the fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, to the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trades or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the matter shall be subject to litigation in Arapahoe County District Court, Colorado.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(End of Document)

2022E1

TO: Mayor and City Council
CC: Planning Commission; City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator, Interim
Community Development Planner
DATE: April 12, 2023
SUBJECT: Staff Update
ATTACHMENTS: None



Requests for Action

Motion to approve City Participation in and submittal of associated paperwork for the State of Colorado 2023 Opioid Settlements with Teva, Allergan, Walmart, CVS, and Walgreens.

Community Development

- The Planning Commission will meet on April 12 to consider a final development plan (FDP) application at 2820 Colorado Boulevard for construction of a new marijuana cultivation facility.
- The Planning Commission will likely be meeting in May to consider another FDP Application.
- City staff have been working with several applicants regarding inquiries about various projects around the City.

Utility Billing

- **Xpress Bill Pay:** 55 additional customers have signed up for online billing statements (total, 255). 42 additional customers have signed up for Autopay (total 210, or nearly a quarter of accounts).
- **Utility Billing:**
 - 859 of 948 accounts read properly.
 - 25 Accounts had equipment that did not communicate.
 - 91 accounts did not complete reads.
 - Paul Crain and Patti Tyler have been coordinating to address equipment with no communication or partial communication.
 - Patti Tyler has set up 4 new payment plans with customers, bringing the active total to 8. 2 of these payment plans are in Default.
 - LEAP: The City has submitted all required paperwork and Residents can now participate in the program in Idaho Springs.

City Clerk

- See attached report.

Finance

- The annual audit is nearly completed.
- Kelsey Smith is finalizing filing for 2022.

Municipal Court

- 32 Traffic Tickets written in March.
- No April Court Date.

- May Court Date has 47 cases on the docket. 33 can pay their tickets, 14 must appear.

Updates

- The Mayor and City Staff interviewed two Best and Brightest Candidates on Wednesday March 29. One candidate visited the City on April 5, 2023. We will know in the next few weeks if we are matched for a fellowship.
- The City submitted an Application for \$1,000,000 from the Energy Impact Assistance Fund (EIAF) of the Department of Local Affairs (DOLA) on April 3. This would help to fund the Chicago Creek Water Main Replacement Project. DOLA will contact us later this Spring regarding next steps in the process.
- On March 30 I attended the Countywide Broadband Stakeholder Meeting for Clear Creek County. The County has applied for funding to support "middle mile" broadband installation.
- On April 1, the City of Idaho Springs, the Chamber of Commerce, and Beau Jo's celebrated the restaurant's 50th Anniversary with a CODA event between 16th-15th Avenues Downtown. April 1 was declared "Beau Jo's Day" by Governor Polis, and Mayor Harmon, Congressman Neguse and Commissioner George Marlin read proclamations for the event. Hundreds of people visited Downtown for the Event.
- I continue to attend CDOT Floyd Hill Technical Team Meetings. The project has officially kicked off, with early projects including installation of wildlife crossings in Genesee and near the East end of Floyd Hill and construction of Roundabouts near Homestead Road. Construction of the roundabouts is estimated to be completed in the Fall of 2023. Construction of the Wildlife Crossings is estimated to be completed in the Fall of 2024. More information about these projects can be found at this link:
<https://www.codot.gov/projects/i70floydhill/earlyprojects>



TO: Hon. Mayor Harmon and Members of the City Council
CC: Andrew Marsh, City Administrator
FROM: Carmen Beery
DATE: April 6, 2023
RE: Colorado Opioids Settlements: Additional settlements

On your April 10, 2023 regular business meeting agenda, there are five (5) additional opioid settlement participation forms for your consideration and possible approval. This memorandum provides a brief summary of your prior consideration and action on this issue.

Over the past several years, the State of Colorado pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That pursuit included the potential claims that could be asserted by Colorado local governments. In the Fall of 2021, the State Attorney General's Office presented local governments with a memorandum of understanding (MOU) that charted the course of how opioid settlement funds would be divided and distributed within the State as settlements of opioid lawsuits were completed. In late 2021, this Council approved the City's participation in the MOU as well as the City's participation in settlements reached with four (4) defendants: Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen.

In May of 2022, the Council approved the City's participation in a more formal and binding Region 10 Colorado Opioid Intergovernmental Agreement (IGA). Region 10 consists of the local jurisdictions within Clear Creek County, Gilpin County and Jefferson County. The IGA detailed the procedures to establish the Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the 2021 MOU. Jon Cain currently serves as the municipal representative of Clear Creek County voting member of the Region 10 Council.

Now, the State has reached five (5) additional proposed settlements with: Teva, Allergan, Walmart, CVS and Walgreens. To ensure that Region 10 receives the City's share of the settlement proceeds, Staff requests that you vote to approve these proposed settlements with the following motion:

Suggested motion: "I move to approve the Opioid Settlement Participation Forms between the City and Teva, Allergan, Walmart, CVS and Walgreens, and authorize the Mayor and Clerk to execute the same."

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: April 10, 2023

Subject: Staff Report Regular Meeting

- ✓ Sales Tax Report
- ✓ Safebuilt Building Permit Report
- ✓ If anyone on council would like to attend the Lyle Wohlers Law Enforcement luncheon, staff is able to get everyone registered if so.

	2016	2017	2018	2019	2020	2021	2022	2023	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$136,640.85	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	10.96%	10.96%	267,471.90	241,059.18
Feb	\$182,564.35	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	8.86%	9.79%	594,266.72	541,269.53
Mar	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	29.49%	16.28%	938,447.15	807,069.46
April	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	32.26%	20.32%	1,299,479.32	1,080,041.49
May	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11		-100.00%	-6.52%	1,299,479.32	1,390,077.60
June	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48		-100.00%	-21.08%	1,299,479.32	1,646,546.08
July	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87		-100.00%	-32.58%	1,299,479.32	1,927,468.95
August	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74		-100.00%	-43.31%	1,299,479.32	2,292,291.69
Sept	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90		-100.00%	-52.13%	1,299,479.32	2,714,863.59
Oct	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62		-100.00%	-58.23%	1,299,479.32	3,110,947.21
Nov	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24		-100.00%	-62.67%	1,299,479.32	3,481,454.45
Dec	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14		-100.00%	-65.61%	1,299,479.32	3,778,643.59
Total	\$2,302,973.44	\$2,476,437.57	\$2,653,084.00	\$2,951,774.03	\$2,934,789.06	\$3,596,977.13	\$3,778,643.59					
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00					
% of Bud	116.90%	105.62%	104.56%	114.36%	97.75%	119.80%	99.44%	#DIV/0!				

Jurisdiction Building Performance Report

March 2023

IDSP - Idaho Springs

Date Range: 03/01/2023 - 03/31/2023

		Residential				Commercial				One Stop	Other	Engineering	Fire	Land Use	Misc	Planning	Public Works	Subdivision	Zoning	Total
		Residential New	Residential Alteration	Residential Miscellaneous	Residential One Stop	Commercial New	Commercial Alteration	Commercial Miscellaneous	Commercial One Stop											
Inspection Activity																				
Number of Inspections	4	2	0	0	0	0	13	0	0	5	0	0	0	0	0	0	0	0	0	24
Number Passed	1	2	0	0	0	0	5	0	0	4	0	0	0	0	0	0	0	0	0	12
Inspection Passed %	25.00 %	100.00 %	0.00 %	0.00 %	0.00 %	0.00 %	38.46 %	0.00 %	0.00 %	80.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	50.00 %
% Completed on Sched Date																				
Permit Activity																				
Applications Filed	0	1	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	5
Valuation - Applications	0.00	12,780.00	0.00	0.00	0.00	0.00	134,452.00	0.00	0.00	3,075.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,307.00
Permits Issued	0	2	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	5
Valuation - Issued	0.00	61,744.00	0.00	0.00	0.00	0.00	119,452.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	85,696.00
Avg wk days submit to issue	0	21	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	18
Total fees billed	0.00	324.26	0.00	0.00	0.00	0.00	2,324.64	0.00	0.00	239.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,888.02
Avg Reopenmt (blnch)	0.00	162.13	0.00	0.00	0.00	0.00	1,162.32	0.00	0.00	228.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	481.34
Total fees paid	0.00	597.02	0.00	0.00	0.00	0.00	5,072.59	0.00	0.00	343.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,013.51
Avg Reopenmt (all fees)	0.00	298.51	0.00	0.00	0.00	0.00	2,536.30	0.00	0.00	343.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,002.25
Voided Permits																				
Number of Voided permits	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Plan Reviews - Submittals																				
Initial Submittals Received	0	1	0	0	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	5
Resubmittals Received	0	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	7
Total Submittals Received	0	3	0	0	0	0	4	0	0	1	0	0	0	0	0	0	0	0	0	12
Approved Submittals	0	2	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	6
Avg Days in Review	0	5	0	0	0	0	3	0	0	2	0	0	0	0	0	0	0	0	0	10
Plan Reviews - Reviews																				
Total Plan Reviews Completed	0	3	0	0	0	12	3	0	0	1	0	0	0	0	0	1	0	0	0	20
Total Plan Reviews Created	0	3	0	0	0	3	5	0	0	1	0	0	0	0	0	1	0	0	0	13
Total Approved Plan Reviews	0	2	0	0	0	0	2	0	0	1	0	0	0	0	0	1	0	0	0	6

Jurisdiction Building Performance Report

1st Quarter 2023

IDSP - Idaho Springs
Date Range: 01/01/2023 - 03/31/2023

Inspection Activity	Residential			Commercial			One Stop	Other	Engineering	Fire	Land Use	Misc	Planning	Public Works	Subdivision	Zoning	Total
	Residential New	Residential Alteration	Miscellaneous	Commercial New	Commercial Alteration	Miscellaneous											
Number of Inspections	13	5	0	0	19	0	23	0	0	0	0	2	0	0	0	0	63
Number Passed	8	3	0	0	9	0	17	0	0	0	0	2	0	0	0	0	41
Inspection Passed %	69.23 %	60.00 %	0.00 %	0.00 %	47.37 %	0.00 %	73.91 %	0.00 %	0.00 %	0.00 %	0.00 %	100.00 %	0.00 %	0.00 %	0.00 %	0.00 %	65.08 %
% Completed on Sched Date																	100.00 %
Permit Activity																	
Applications Filed	0	2	0	0	3	5	9	0	0	0	0	1	0	0	0	0	21
Valuation - Applications	0.00	61,744.00	0.00	0.00	25,100,000.00	0.00	54,574.23	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	25,577,213.08
Permits Issued	2	2	0	0	5	5	8	0	0	0	0	1	0	0	0	0	19
Valuation - Issued	924,000.00	61,744.00	0.00	0.00	279,679.00	0.00	54,499.23	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	1,325,922.23
Avg wk days submit to issue	116	21	0	0	22	0	0	0	0	0	0	35	0	0	0	0	22
Total fees billed	0.00	724.26	0.00	0.00	55,826.46	0.00	177.96	505.74	0.00	0.00	0.00	78.47	0.00	0.00	0.00	0.00	60,571.55
Avg Recd/perm (billed)	0.00	362.13	0.00	0.00	55,826.46	0.00	177.96	63.22	0.00	0.00	0.00	78.47	0.00	0.00	0.00	0.00	3,184.63
Total fees paid	0.00	1,851.48	0.00	0.00	69,783.09	0.00	222.45	1,282.41	0.00	0.00	0.00	98.09	0.00	0.00	0.00	0.00	79,559.65
Avg fees/perm (all fees)	0.00	915.74	0.00	0.00	69,783.09	0.00	222.45	160.30	0.00	0.00	0.00	98.09	0.00	0.00	0.00	0.00	4,186.30
Voided Permits																	
Number of Voided Permits	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2
Plan Reviews - Submittals																	
Initial Submittals Received	0	2	0	0	3	6	2	0	0	0	0	1	0	0	0	0	14
Resubmittals Received	2	4	0	0	3	4	0	0	0	0	0	2	0	0	0	0	15
Total Submittals Received	2	6	0	0	6	10	2	0	0	0	0	3	0	0	0	0	29
Approved Submittals	2	2	0	0	0	5	2	0	0	0	0	1	0	0	0	0	12
Avg Days in Review	7	5	0	0	0	5	1	0	0	0	0	0	0	0	0	0	18
Plan Reviews - Reviews																	
Total Plan Reviews Completed	4	6	0	0	12	10	2	0	0	0	0	3	0	0	0	0	37
Total Plan Reviews Created	4	6	0	0	12	13	2	0	0	0	0	3	0	0	0	0	40
Total Approved Plan Reviews	4	2	0	0	0	7	2	0	0	0	0	1	0	0	0	0	15



Chief Andrew Lorenz
Empire Police Department
30 East Park Avenue
P.O. Box 100
Empire, Colorado 80438
(303) 569-2281 Office (303) 569-2282 Fax
chief@empirecolorado.us

Chief/Marshal Randy Williams
Georgetown Police Department
404 6th Street
P.O. Box 426
Georgetown, Colorado 80444
(303) 569-2555 ext. 8 Office (303) 569-2705 Fax
rwilliams@townofgeorgetown.us



April 3rd, 2023

Re: 2022 Lyle Wohlers Law Enforcement Luncheon

Dear Kelsey Smith and staff,

The Empire Police Department and Georgetown Police Department will be co-hosting this year's 2022 Lyle Wohlers Law Enforcement Luncheon. The luncheon will be held on **Wednesday, May 17, 2023**, from 11:30 a.m. until 1:30 p.m. at the Easter Seals Rocky Mountain Village, 2644 Alvarado Road, Empire, Colorado.

Law enforcement officer meals will be provided free of charge. Non-law enforcement meals will be \$25.00 per person. See enclosed menu. Please **RSVP to (303) 569-2281**, or, email to nominations@empirecolorado.us, no later than **Friday, April 28, 2023**.

Enclosed are the nomination forms for the Officer and Citizen of the Year. Please feel free to make copies and pass along to your staff. **Nominations need to be returned to us no later than Monday, April 24, 2023.**

We hope to see you all there!

Respectfully,

Chief Andrew Lorenz and
Chief/Marshal Randy Williams



Menu

2022 Lyle Wohler's Law Enforcement Awards Luncheon



Salad

Caesar and/or Signature Salad (greens, rasp. vinaigrette, pistachios, feta, sundried cranberries)

Main course

Chicken & Eggplant Parmesan

Stuffed Shells

Mangia Style Green Beans (garlic and shallots with fresh dill)

Assorted Dinner Rolls with Butter

Dessert

Tiramisu

Limoncello Cake



Nomination Form

Lyle Wohlers Law Enforcement Officer of the Year

2022

OFFICER NOMINEE NAME: _____

Officer Nominee Mailing Address

Phone Number

NOMINATED BY: _____
Name Phone Number

Mailing Address

CRITERIA FOR NOMINATION:

The Officer:

- ☐ Is currently a member of a law enforcement agency serving the citizens of Clear Creek County.
- ☐ Performs duties in a manner above and beyond the call of duty.
- ☐ Brings respect upon himself/herself and the department through the performance of his/her duties.
- ☐ Promotes a positive image of law enforcement in the community in general.

NOMINATION FORMAT:

Attach a letter to this form explaining why you have nominated the officer for this award. Include details of the officer's job performance and his/her contributions to the community that go beyond the job. Be specific and give examples if you can. You may attach supporting documentation such as letters of commendation and thanks, press clippings or other documents as appropriate.

Return to: Empire Police Department
c/o Lyle Wohlers Law Enforcement Awards
P.O. Box 100
Empire, CO 80438
Phone: (303) 569-2281
Fax: (303) 569-2282
nominations@empirecolorado.us or amyk@empirecolorado.us

Nominations must be received by Monday, April 24, 2023.

Nomination Form

Lyle Wohlers Law Enforcement Citizen of the Year 2022

CITIZEN NOMINEE NAME: _____

Citizen Nominee Mailing Address

Phone Number

NOMINATED BY: _____
Name Phone Number

Mailing Address

CRITERIA FOR NOMINATION:

The Citizen:

- ☐ Is currently a resident of Clear Creek County.
- ☐ Promotes, assists and furthers the goals of law enforcement in a positive way through his/her acts and deeds.

NOMINATION FORMAT:

Attach a letter to this form explaining why you have nominated the citizen for this award. Include details about what this citizen does to further law enforcement goals. Be specific and give examples if you can.

Return to: Empire Police Department
c/o Lyle Wohlers Law Enforcement Awards
P.O. Box 100
Empire, CO 80438
Phone: (303) 569-2281
Fax: (303) 569-2282
nominations@empirecolorado.us or amyk@empirecolorado.us

Nominations must be received by Monday, April 24, 2023.



Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
<https://cityofidahosprings.colorado.gov/ISPD>

To: Chuck Harmon, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: April 06, 2023

Subject: City Council Report for April 10, 2023

Requests for Action: Approve a cost of **\$2722.00** to Ken Garff Ford for the acceptance of a new 2023 Ford Explorer Interceptor from line **21-00-6012**.

Calls for Service: March 24, 2023-April 06, 2023= **144**

Meetings/Events:

Chief Buseck Attended:

03/28/23: Department Heads Meeting
Clear Creek Wildland Fire Partnership
Mountain Youth Network Meeting
03/29/23: OEM Training Meeting
04/03/23: CIRSA Legal Matter Meeting
Communications Advisory Board Meeting
Juvenile Justice Board Meeting
04/05/23: DV Training
04/06/23: Operations Meeting
CCHAT Co-Responder Meeting
Advocates Meeting

Sgt. Frost Attended:

03/29/23: Clear Creek County Peer Support

Training:

04/03/23-04/07/23: One Officer attended Krav Maga LE Instructor Course (Broomfield, CO)
04/04/23: Four officers attended Domestic Violence/Strangulation Investigation (Georgetown, CO)

Upcoming Training:

04/24/23-04/27/23: One Officer will attend Field Training Officer School (Broomfield, CO)

Code Enforcement: Addressing snow removal complaints.

Staffing:

➤ ISPD has two patrol vacancies.

Significant Incidents:

March 24, 2023, ISPD officers were advised of a vehicle that had struck the guardrail on I70 Eastbound near mile marker 238. ISPD officers located the vehicle and observed that the vehicle was unable to maintain its lane. ISPD initiated a traffic stop near mile marker 243. The driver told the officer that he had taken multiple prescription drugs, that were causing him to be disoriented. The 71year old suspect was cited for DUID and Careless driving and release to a sober, responsible party.

On March 24, 2023, ISPD officers responded to 2300 block of Virginia Street on reports of male party violating a restraining order. The male party was advised of the restraining order earlier that day and had ample time to leave the residence. The male party refused to vacate the residence and was arrested for violating the protection order.

March 29, 2023, ISPD responded to Interstate 70 near mile marker 240 on reports of multiple accidents in both directions. **See attached press release.**

April 01, 2023, ISPD assisted CCSO deputies who advised that they were attempting to make a traffic stop, and that the vehicle was failing to yield to a deputy's lights and sirens. The vehicle crashed near mile marker 243 on I70 Eastbound and the male suspect had fled on foot across Clear Creek. Ultimately, an ISPD officer and CCSO deputies located the suspect in a creek bed behind a business in Idaho Springs. The male suspect had felony and misdemeanor warrants out of Summit County and was arrested by the Clear Creek County S.O.

Date: 03/23/2023

VEHICLE BUYER'S ORDER

Buyer Name and Address	Co-Buyer Name and Address	Seller/Dealer Name and Address
CITY OF IDAHO SPRINGS 200 W COLORADO BLVD IDAHO SPRINGS CO 80452	N/A	KEN GARFF FORD GREELEY 4901 29TH ST GREELEY CO 80634
County: CLEAR CREEK Email: NONE Phone: Cell:	County: N/A Email: N/A Phone: N/A Cell: N/A	Salesperson: JOHN P WIENEKE

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller/Dealer for the amount and on the terms in this Vehicle Buyer's Order ("Agreement"). "Buyer", "your" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Seller", "Dealer," "we," "us," and "our" refer to the above Seller/Dealer. In this Agreement, (e) means an estimate.

VEHICLE DESCRIPTION				
Year	Make	Model	Mileage	Vehicle Identification Number
2023	FORD	EXPLORER	21	1FM5K8AC3PGA63341
New/Used/Demo/Other		Color	Body	Stock Number
NEW		BLK	UP	PGA63341

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Policy Number _____

TRADE IN VEHICLE 1				☐ Vehicle Rebuilt from Salvage ☐ Vehicle Sustained Prior Damage See separate disclosure for more detail	
YR. N/A	MAKE N/A	MODEL N/A	BODY STYLE N/A		
COLOR N/A		TRIM N/A	MILEAGE N/A		
VIN N/A		TRADE IN ALLOWANCE \$ N/A			
TITLE NO. N/A		PLATE NO. N/A	EXP. DATE N/A		
OWNER N/A		LOAN # N/A			
LIENHOLDER N/A		PHONE N/A			
ADDRESS N/A		SPOKE WITH N/A			
PAYOFF AMOUNT \$ N/A		GOOD TILL (a) N/A	VERIFIED BY N/A		
TRADE IN VEHICLE 2					
YR. N/A	MAKE N/A	MODEL N/A	BODY STYLE N/A		
COLOR N/A		TRIM N/A	MILEAGE N/A		
VIN N/A		TRADE IN ALLOWANCE \$ N/A			
TITLE NO. N/A		PLATE NO. N/A	EXP. DATE N/A		
OWNER N/A		LOAN # N/A			
LIENHOLDER N/A		PHONE N/A			
ADDRESS N/A		SPOKE WITH N/A			
PAYOFF AMOUNT \$ N/A		GOOD TILL (a) N/A	VERIFIED BY N/A		
ITEMIZATION OF SALE					
Price of Vehicle (Including Freight, Handling & Delivery)					\$ 41805.00
ADDITIONAL ITEMS					
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A
TAXES					
State Sales Tax					N/A
City Sales Tax					N/A
County Sales Tax					N/A
RTD					N/A
Other Tax (Describe) N/A					N/A
N/A					N/A
N/A					N/A
N/A					N/A

By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today.

Buyer's Initials NS Co-Buyer's Initials N/A

**DELIVERY AND HANDLING CHARGE

This charge represents costs and additional profit to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale.

TITLE, LICENSE & OTHER FEES	
Title Fee	N/A
Registration Fee	N/A
Emissions Fee	N/A
**Delivery and Handling Charge	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	\$ 41805.00

Warranty Information

☒ **Vehicle Manufacturer Warranty.** The Vehicle is subject to an express warranty made by the Manufacturer. It is a standard written manufacturer's warranty and made by the Manufacturer and not by the Seller/Dealer. By signing this Contract, each Buyer acknowledges receiving a copy of it.

☐ **Seller/Dealer Warranty.** The Vehicle is subject to an express written warranty made by the Seller/Dealer. By signing this Contract, each Buyer acknowledges receiving a copy of it. The Seller/Dealer is responsible to fulfill any separate written warranty made by Seller/Dealer on its own behalf. If the Manufacturer or another supplier provides a warranty, they are responsible for satisfying its terms, NOT the Seller/Dealer.

Unless Seller/Dealer makes a written warranty noted in this Agreement or enters into a service contract within 90 days from the date of this Agreement, the Vehicle is sold "AS IS". An "AS-IS" sale means the Vehicle is sold - **WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AND BUYER IS SOLELY RESPONSIBLE FOR COST OF ANY REPAIRS TO THE VEHICLE.** In addition, Seller/Dealer expressly disclaims any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Seller/Dealer with respect to defects or malfunctions of this Vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the Seller/Dealer's negligence, or otherwise, is expressly excluded and Buyer assumes any risks. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide above.

Trade-In Vehicle 1 Allowance	N/A
Trade-In Vehicle 2 Allowance	N/A
Trade-In Vehicles 1 and 2 Payoff Balance (e)	N/A
NET TRADE-IN (If negative, enter \$0 here and enter amount on Trade-In Balance Owning line.)	N/A
Cash Deposit	N/A
Additional Cash Down Payment on Delivery	39083.00
Manufacturer's Rebate	N/A
Deferred Down Payment	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
TOTAL CREDITS	\$ 39083.00
Trade-In Balance Owning	N/A
TOTAL BALANCE DUE	\$ 2722.00

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

This Agreement (all pages) is the full and final expression of the agreement between you and us on the Vehicle purchase. It cancels and replaces any verbal or written agreements on the Vehicle purchase.

This Agreement is not effective until it is signed by both you and us. Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.

By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement completely filled in and agree to all its terms, and (3) you received a completed copy of this Agreement.

BUYER SIGNS X _____ **DATE** 03/23/2023

CO-BUYER SIGNS X N/A _____ **DATE** N/A

SELLER

(Must be signed by an authorized representative of the Seller)

X By: Breanna Weber Title: CAM _____ **DATE** 03/23/2023

Print Name:

ADDITIONAL TERMS AND CONDITIONS

Definitions. The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to a separate agreement with Seller, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on pages 1 and 2 of this Agreement.

Manufacturer - New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the Vehicle Purchase Price, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer - New Vehicle Pricing, Design and Availability

sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

Returned or Dishonored Payments. We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of \$25.00.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

Servicing and Collection Contacts. In consideration of our performance under this Agreement, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, or other electronic messaging/communication applications, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. Except as required by law, any change to the agreements in this paragraph must be in writing and we must sign it.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Applicable Law. Federal law and the law of the State of Colorado apply to this Agreement.

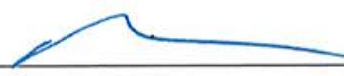
General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document.

**CITY OF IDAHO SPRINGS**

P.O. Box 907 • 1711 Miner St.
IDAHO SPRINGS, CO 80452
(303) 567-4421 Fax (303) 567-4955

**PURCHASE
ORDER****008741**

THIS NUMBER MUST APPEAR ON
ALL CORRESPONDENCE, INVOICES,
SHIPPING PAPERS AND PACKAGES.

TO		Ken Garff Ford Greeley attn: John Wieneke 4901 29 th Street Greeley, CO 80634		SHIP TO		City of Idaho Springs attn: Nate Buseck 3000 Colorado Blvd. Idaho Springs, CO 80452	
DATE ORDERED	DATE WANTED	SHIP VIA		TERMS		F.O.B.	
3/9/22	ASAP						
PLEASE ENTER OUR ORDER FOR THE FOLLOWING — TO BE SHIPPED AS DIRECTED							
QTY. ORDERED	QTY. RECEIVED	DESCRIPTION			UNIT PRICE	AMOUNT	
1		2022 Ford Explorer Interceptor 39,083.00			39,083.00	39,083.00	
Total					39,083.00	39,083.00	
CONDITIONS GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE US IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND IF UNABLE TO COMPLETE ORDERS AS WRITTEN NOTIFY US PROMPTLY.				BY  3/9/22 PURCHASING AGENT			

POCC 704-2
PRINTED IN U.S.A.



IDAHO SPRINGS POLICE DEPARTMENT

3000 Colorado Blvd, Box 907, Idaho Springs CO 80452

303-567-4291 OFC / 303-567-1014

QUOTE REQUEST

PO 2022-008741

Date: 03/9/2022

This number must appear on all
Correspondence and invoices

To: John Wieneke
Ken Garff Ford Greeley
4901 29th St
Greeley, CO 80634

Ship to: City of Idaho Springs
3000 Colorado Blvd.
Idaho Springs, CO 80452

Attn: Nathan Buseck, Chief of Police
303-567-4291
nbuseck@idahospringsco.com

Date Ordered:

Date Needed: As Soon as Possible

Qty Ordered	Description	Unit Price	Amount
2022 Ford Explorer Interceptor		\$39,083	

Total: \$39,083

APPROVED BY:

By:

Nathan Buseck

3/9/22

Chief of Police



To: Chuck Harmon, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: February 24, 2022

2022

Subject: City Council Report for February 28, 2022

Requests for Action: Purchase New Police Outfitted Patrol Vehicle. Ford State Bid for vehicle \$39,083.00. Purchase, retire and strip vehicle #1502 (2015 Ford Explorer Ending Mileage 143,334 miles) and police outfit new purchased vehicle (Bearcom) \$13,491.00. Line item for vehicle purchase with police outfit 21-00-6012.

Total Cost: \$52,574.00 (see attached quotes)

Calls for Service: Calls for service February 11, 2022- February 24, 2022=159

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

Meetings/Events:

Chief Buseck attended:

Cpl. Ryan Frost attended:

February 16th: Clear Creek County Peer Support

February 16th Sex Assault Response Team Meeting

Training:

Due to staffing, trainings other than mandatory trainings are not being attended.

Upcoming Training:

Due to staffing, trainings other than mandatory trainings are not being attended.

Code Enforcement: Nothing to Report currently

Staffing: 66% Staffing/All officers are working 12hr shifts for coverage.



Idaho Springs Police Department

3000 Colorado Blvd. ★ Post Office Box 907

Idaho Springs, CO 80452

303-567-4291/303-567-1014 Fax

<https://cityofidahosprings.colorado.gov/ISPD>

Mangos and Oranges “Jar” Traffic Along I-70 in Idaho Springs

3.30.23

On March 29th, 2023, at approximately 9:50 p.m. the Idaho Springs Police Department was dispatched to a single vehicle accident involving a pickup truck, with no injuries being reported. The initial accident occurred on I-70 near mile marker 240.5 in the eastbound lanes. When officers arrived, they discovered a bit of a “sticky” situation as the truck had spilled copious amounts of oranges and mangos all over the interstate. During the initial crash, rogue fruit who were apparently attempting to evade being “juiced”, rolled onto the westbound lanes striking a passenger vehicle travelling the other direction which caused minor damage. The driver of the truck, 19 year old Jesus Placido Catarino of Mexico, was cited for Careless Driving. Unfortunately, there was another tertiary crash on eastbound I-70 as responders were trying to investigate the original crash. The third crash resulted in a semi-truck rear ending another passenger vehicle, no injuries reported. CDOT plows responded to clear the highway of the fruit. These series of crashes are a great reminder to motorists to watch your speeds and to always be vigilant while operating a motor vehicle. One of the responding ISPD officers commented, “Chief, ‘orange’ you glad we didn’t have any injuries with these crashes?” The Chief replied, “Of course I’m relieved no one was injured. I want to ‘a-peel’ to all drivers to slow down and buckle up!”





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: Edward Sigward
DATE: 4/10/2023
Re. STAFF REPORT WATER WASTEWATER

WATER & WASTEWATER

- Completed DMR and MOR reporting
- Revised CCR
- Screw Press Polymer Testing
- Water Accounting complete
- Dump/ Water station planning
- Industrial/ High strength sewer user SOP/ Code review
- Continued efforts to tune in single tank mode
- Miner WTP road improvements
- Engineering proposal to JVA for Maddie Dam and screen engineering. Estimated fee of \$104,736 Line item 51-72-7310



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

February 27, 2022

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

www.jvajva.com

Reference: City of Idaho Springs – Mattie Dam Rehabilitation Final Design and Permitting Project - Letter Agreement for Engineering Services

JVA, Inc. (JVA) is pleased to present this letter agreement to the City of Idaho Springs (City) for engineering services related to the Mattie Dam Rehabilitation (Project). Mattie Dam consists of stacked boulders on Chicago Creek. The purpose of the dam is to provide enough head to divert water from Chicago Creek into an intake structure that delivers water into the Idaho Springs Water Treatment Plant. The dam is an overflow structure so excess water in the creek flows over the top of the stacked boulders.

The dam was originally constructed with fines in between the stacked boulders. The fines have gradually washed out and flow has migrated into the interstitial space between the stack boulders. Due to a combination of low flows and water flowing through the stack boulders there is not sufficient head to divert water into the City's intake structure.

AECOM developed two alternatives to a conceptual design level to reduce seepage through Mattie Dam. The alternatives included: 1) an option to grout the existing structure and foundation to reduce seepage to acceptable levels; and 2) a second option to reconstruct the dam with a reinforced concrete wall backfilled with material excavated for the construction. The City selected the option to reconstruct Mattie Dam with a concrete cutoff wall to reduce seepage as the preferred alternative. The following scope of work presents AECOM's proposal to complete the detailed design of the dam replacement.

JVA will contract with AECOM for their services as a specialized dam consultant. The City also intends to seek grant funding for the project through the Colorado Water Conservation Board (CWCB).

SCOPE OF WORK

The following scope of work was developed based on our discussions to date and experience with similar projects for the City and other municipalities.

Task 100 – Mattie Dam Replacement

Task 100.1 – Structural Design

AECOM will review the preferred alternative that was previously developed to a concept level and will evaluate the structural details of the dam. AECOM has assumed that the current preferred alternative, the backfilled reinforced concrete wall, will need to be modified such that the concrete wall will be stable without reliance on the backfill material. The new dam will be analyzed for static load combinations for sliding and

overturning in accordance with current design guidelines. Stability analyses will be performed using two-dimensional hand calculations. Calculation packages will be compiled and attached to the Final Design Report (Task 100.5).

Task 100.2 – Construction Drawings

AECOM will develop design drawings, which will be prepared in the latest version of AutoCAD using standard 22-inch by 34-inch size paper and will meet the City's requirements. AECOM has assumed that up to eight (8) design drawings will be developed. The final construction drawings will be stamped and signed by a professional engineer licensed in the State of Colorado. During the phases of the design, AECOM will perform quality control checks and constructability reviews. It is proposed to submit design drawings in the following formal submittals:

- 60-percent submittal: The purpose of this submittal is to allow the City the opportunity to review overall layout and details prior to final design.
- Final Design submittal: This submittal includes the final completed drawings ready for bidding.

Task 100.3 - Specifications

AECOM will prepare technical specifications in standard CSI (Construction Specifications Institute) format using Microsoft Word. Applicable sections may include excavation, earthwork, riprap and bedding, foundation dewatering, and concrete. AECOM has assumed the City will be responsible for bid and contract documents. The specifications for the dam will be submitted using the following milestones:

- 60-percent submittal: A list of technical specifications will be submitted.
- Final Design submittal: This submittal will include the final completed technical specifications for the dam that are ready for bidding.

Task 100.4 – Construction Cost Estimating

AECOM will develop a construction cost estimate for the project at each submittal level. The cost estimate will be developed based on quantity takeoffs estimated from construction drawings. AECOM will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. Pricing for construction quantities will be based on AECOM's database for material costs and prevailing wage rates. Appropriate contingencies will be applied, based on the level of the design when the estimate is developed. For the construction cost estimate, AECOM will assume that the project will be bid on a competitive basis. The cost information will be submitted at 60% and final design, coinciding with the milestone submittals for the drawings:

- 60-percent submittal: This submittal will include a bid schedule with updated quantities and cost estimates, based on the 60% design construction drawings and specifications.
- Final Design submittal: A cost estimate report will be prepared for the final design submittal, containing the final cost summary, basis of the price estimate, and documentation of the quantity estimate. The final cost spreadsheet will also be submitted.

The final bid schedule, which will be included in the Bid Documents for bidding, will also be submitted.

Task 100.5 – Final Design Report

A final design report will be prepared for the project. The report will document geologic and geotechnical information and data gathered from the investigations; design criteria; design of the dam; and supporting documentation. The report will also include the development of the instrumentation plan (as required), construction schedule, and cost estimate.

Task 200 – 404 Permit

AECOM facilitated a call with the U.S. Army Corps of Engineers (Corps) and the City of Idaho Springs on November 7th, 2022, for guidance on permitting requirements to construct and operate the proposed improvements to Mattie Dam. The project is expected to require permitting under Section 404 of the Clean Water Act and can likely be covered under Nationwide Permit 3 – Maintenance. Previous rehabilitation work at Mattie Dam in 1997 was permitted under Nationwide Permits 3 and 12 (utility line discharges). Under this task, a Pre-Construction Notification (PCN) requesting authorization under Nationwide Permit 3 will be prepared consisting of Engineering Form 6082 and supplemental information. Required information for the PCN includes project purpose, location and description, wetlands, and waters present, impacts to wetlands and other waters of the U.S., and impact avoidance and minimization measures. Supporting information will include information on adjacent landowners, maps of the project features and aquatic features, engineering drawings, and information regarding compliance with the Endangered Species Act and National Historic Preservation Act. The evaluation of aquatics, biological and cultural resources to support the PCN is described below.

Aquatics and Biological Resources – Aquatic and biological resources will be evaluated based on a desktop analysis, using publicly available on-line information and project-specific information including photographs and engineering data. The analysis will be documented in a technical memorandum that describes presence/absence, extent and characteristics of wetlands and waters of the U.S. Based on a preliminary assessment, the only aquatic resource present in the project area is Chicago Creek, a perennial tributary of Clear Creek. Additionally, a desktop assessment of the potential occurrence of federal and state-listed endangered and threatened species will be completed. Evaluation of impacts to federally listed endangered or threatened species is required for the Section 404 permit and impacts to state listed species may be required for other permits or approvals. The technical memorandum will include a description of habitats present in the project area and an assessment of the occurrence and impacts for listed species known or potentially present in the county. It is AECOM's understanding that the project will have no effects to endangered species present downstream along the Platte River in Nebraska, based on a signed agreement between the City of Idaho Springs and GASP (Groundwater Appropriators of the South Platte Basin) for replacement water, as documented in the 1998 Biological Opinion for a previous rehabilitation project.

Cultural Resources – A Class I desktop review of cultural resources will be conducted to assess the likelihood that the proposed improvements or modifications to Mattie Dam will adversely affect any significant cultural resources (archaeological and historic) within the area of potential effects (APE). Background research of electronic and hard copy data will be reviewed to identify

previous cultural resources investigations and known cultural resources within a one-mile buffer of the existing project site. The following data sources will be reviewed.

- COMPASS, the Colorado On-line Cultural Resource Database
- Clear Creek County Assessor on-line GIS database
- Other on-line historic maps and historic data including the Bureau of Land Management – General Land Office, United States Geological Survey, and NETR online Historic Aerial photographs.

The deliverables for Task 200 will include:

- PCN Form (Engineering Form 6082) requesting authorization for project activities under Nationwide Permit #3
- Aquatic Resources and Biological Resources Technical Memorandum
- Cultural Resources Technical Memorandum

Task 300 – Geotechnical Investigations (Provisional)

In order to confirm rock foundation levels and conditions prior to construction, AECOM proposes to drill one (1) borehole to a depth of approximately 25 feet to collect soil and rock core samples. The purpose for the borehole is to identify the depth to rock prior to construction. The proposed design of the concrete cutoff wall assumes the wall will be founded on rock. If the depth to foundation is significantly different than assumed then the design will need to be altered during construction and the contractor maybe delayed.

AECOM will subcontract with Terracon, to perform the drilling investigations. One engineer from AECOM will be onsite to direct the location of drill hole, observe the drilling observations, and document and inspect the core recovered from the drill hole.

AECOM and Terracon will provide core logs to inform the detailed design for Mattie Dam Rehabilitation. These geotechnical investigations will need to be completed before Task 100 can progress.

The quote and fee from Terracon is included in Attachment A.

Task 400 – Primary Intake Screen Rehabilitation

JVA will design a replacement screen for the current intake screen in the primary intake structure adjacent to the Mattie Dam. JVA will develop design drawings, which will be prepared in the latest version of AutoCAD using standard 22-inch by 34-inch size paper and will meet the City's requirements. JVA has assumed that up to two (2) design drawings will be developed. The final construction drawings will be stamped and signed by a professional engineer licensed in the State of Colorado. During the phases of the design, JVA will perform quality control checks and constructability reviews.

JVA will prepare technical specifications in standard CSI (Construction Specifications Institute) format using Microsoft Word. Applicable sections may include screen, anchors, and miscellaneous metals. JVA will assist the City with the development of bid and contract documents including "front ends". JVA assumes the City will bid the documents using BidNet.

It is proposed to submit design drawings and specifications in the following formal submittals:

- 60-percent submittal: The purpose of this submittal is to allow the City the opportunity to review overall layout and details prior to final design.
- Final Design submittal: This submittal includes the final completed drawings ready for bidding.
- Specifications:
 - 60-percent submittal: A list of technical specifications will be submitted.
 - Final Design submittal: This submittal will include the final completed technical specifications for the dam that are ready for bidding.

Task 500 – Project Management

AECOM will perform project management activities for completion of the final design. Project management activities will include contract administration, coordination of AECOM's team, coordination with the City, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for resolution. AECOM's project manager will attend scheduled meetings as detailed below.

AECOM's project manager will schedule and conduct a virtual kickoff meeting within 10 days of receipt of the Notice to Proceed with the project. Specific project management activities included in this scope of services are described in the following tasks.

In addition to normal internal project coordination meetings, the following coordination meetings will be attended by the AECOM Project Manager:

- Virtual Kickoff Meeting
- One virtual review meeting each for the 60% and final design levels with the City. AECOM will schedule and coordinate review meetings with the City to provide advance notification of the meetings and to coordinate attendees, location, and date/time.
- Monthly progress meetings every other week will be scheduled and coordinated with the City to discuss project status. These meetings will be held virtually via conference call.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on time and materials with a not to exceed fee of \$104,736. The fee estimates for Geotechnical Investigations are based upon subcontractor quotes, and are listed as not-to-exceed.

Engineering Services (estimated fees)

100.1	Structural Design	
100.2	Construction Drawings	
100.3	Specifications	
100.4	Construction Cost Estimating	
100.5	Final Design Report	\$ 51,279
200	404 Permit	\$ 14,410

300	Geotechnical Investigations (Provisional)	\$ 10,036
400	Intake Screen Redesign	\$ 18,000
500	Project Management and Meetings	\$ 11,011
	TOTAL ESTIMATED FEE	\$ 104,736

These fees are based on the above assumptions and do not include any third-party testing, inspections, floodplain development permit, easements, permitting fees, bidding assistance, or construction administration. Expenses including copying, and shipping are considered extra and shall be billed at 1.1 times direct cost. Mileage is considered extra and will be billed at the current Federal rate.

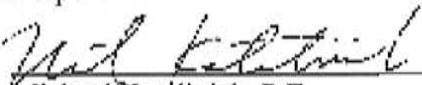
SCHEDULE

AECOM anticipates completing the design and permitting within 10 weeks from the notice to proceed.

If you agree with this proposal, please sign, date, and return a copy of this agreement as our authorization to proceed. We look forward to completing another successful project and continuing providing quality engineering services to the City. If you have any questions, please do not hesitate to call me at (303) 565-4952.

Sincerely,
JVA, Incorporated

By: _____


Michael Katálinich, P.E.
Sr. Project Manager

Accepted by:
City of Idaho Springs

By: _____

Date: _____

Attachments:

AECOM Proposal
AECOM Fee Estimate
JVA Fee Estimate
Terracon Fee Estimate

February 15, 2023

Mr. Michael Katalinich
Senior Project Manager
JVA, Inc
1319 Spruce Street
Boulder, CO 80302

Subject: Mattie Dam Rehabilitation –Final Design Scope and Budget

Dear Mike,

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to JVA, Inc. (JVA) to provide professional engineering services for assisting JVA to improve the Mattie Dam Diversion for the City of Idaho Springs, CO (City).

Mattie Dam consists of stacked boulders on Chicago Creek. The purpose of the dam is to provide enough head to divert water from Chicago Creek into an intake structure that delivers water into the Idaho Springs Water Treatment Plant. The dam is an overflow structure, so excess water in the creek flows over the top of the stacked boulders.

The dam was originally constructed with fines in between the stacked boulders. The fines have gradually washed out and flow has migrated into the interstitial space between the stack boulders. Due to a combination of low flows and water flowing through the stack boulders there is not sufficient head to divert water into the City's intake structure.

AECOM developed two alternatives to a conceptual design level to reduce seepage through Mattie Dam. The alternatives included: 1) an option to grout the existing structure and foundation to reduce seepage to acceptable levels; and 2) a second option to reconstruct the dam with a reinforced concrete wall backfilled with material excavated for the construction. The City selected the option to reconstruct Mattie Dam with a concrete cutoff wall to reduce seepage as the preferred alternative. The following scope of work presents AECOM's proposal to complete the detailed design of the dam replacement.

Scope of Work

Task 100 – Mattie Dam Replacement

Task 100.1 – Structural Design

AECOM will review the preferred alternative that was previously developed to a concept level and will evaluate the structural details of the dam. AECOM has assumed that the current preferred alternative, the backfilled reinforced concrete wall, will need to be modified such that the concrete wall will be stable without reliance on the backfill material. The new dam will be analyzed for static load combinations for sliding and overturning in accordance with current design guidelines. Stability analyses will be performed using two-dimensional hand calculations. Calculation packages will be compiled and attached to the Final Design Report (Task 100.5).

Task 100.2 – Construction Drawings

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Task 100.4 – Construction Cost Estimating

AECOM will develop a construction cost estimate for the project at each submittal level. The cost estimate will be developed based on quantity takeoffs estimated from construction drawings. AECOM will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. Pricing for construction quantities will be based on AECOM's database for material costs and prevailing wage rates. Appropriate contingencies will be applied, based on the level of the design when the estimate is developed. For the construction cost estimate, AECOM

will assume that the project will be bid on a competitive basis. The cost information will be submitted at 60% and final design, coinciding with the milestone submittals for the drawings:

- **60-percent submittal:** This submittal will include a bid schedule with updated quantities and cost estimates, based on the 60% design construction drawings and specifications.
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Task 100.5 – Final Design Report

A final design report will be prepared for the project. The report will document geologic and geotechnical information and data gathered from the investigations; design criteria; design of the dam; and supporting documentation. The report will also include the development of the instrumentation plan (as required), construction schedule, and cost estimate.

Task 200 – 404 Permit

AECOM facilitated a call with the U.S. Army Corps of Engineers (Corps) and the City of Idaho Springs on November 7th, 2022, for guidance on permitting requirements to construct and operate the proposed improvements to Mattie Dam. The project is expected to require permitting under Section 404 of the Clean Water Act and can likely be covered under Nationwide Permit 3 – Maintenance. Previous rehabilitation work at Mattie Dam in 1997 was permitted under Nationwide Permits 3 and 12 (utility line discharges). Under this task, a Pre-Construction Notification (PCN) requesting authorization under Nationwide Permit 3 will be prepared consisting of Engineering Form 6082 and supplemental information. Required information for the PCN includes project purpose, location and description, wetlands and waters present, impacts to wetlands and other waters of the U.S., and impact avoidance and minimization measures. Supporting information will include information on adjacent landowners, maps of the project features and aquatic features, engineering drawings, and information regarding compliance with the Endangered Species Act and National Historic Preservation Act. The evaluation of aquatics, biological and cultural resources to support the PCN is described below.

Aquatics and Biological Resources – Aquatic and biological resources will be evaluated based on a desktop analysis, using publicly available on-line information and project-specific information including photographs and engineering data. The analysis will be documented in a technical memorandum that describes presence/absence, extent and characteristics of wetlands and waters of the U.S. Based on a preliminary assessment, the only aquatic resource present in the project area is Chicago Creek, a perennial tributary of Clear Creek. Additionally, a desktop assessment of the potential occurrence of federal and state-listed endangered and threatened species will be completed. Evaluation of impacts to federally listed endangered or threatened species is required for the Section

404 permit and impacts to state listed species may be required for other permits or approvals. The technical memorandum will include a description of habitats present in the project area and an assessment of the occurrence and impacts for listed species known or potentially present in the county. It is AECOM's understanding that the project will have no effects to endangered species present downstream along the Platte River in Nebraska, based on a signed agreement between the City of Idaho Springs and GASP (Groundwater Appropriators of the South Platte Basin) for replacement water, as documented in the 1998 Biological Opinion for a previous rehabilitation project. Cultural Resources – A Class I desktop review of cultural resources will be conducted to assess the likelihood that the proposed improvements or modifications to Mattie Dam will adversely affect any significant cultural resources (archaeological and historic) within the area of potential effects (APE). Background research of electronic and hard copy data will be reviewed to identify previous cultural resources investigations and known cultural resources within a one-mile buffer of the existing project site. The following data sources will be reviewed.

- COMPASS, the Colorado On-line Cultural Resource Database
- Clear Creek County Assessor on-line GIS database
- Other on-line historic maps and historic data including the Bureau of Land Management – General Land Office, United States Geological Survey, and NETR online Historic Aerial photographs.

The deliverables for Task 200 will include:

- PCN Form (Engineering Form 6082) requesting authorization for project activities under Nationwide Permit #3
- Aquatic Resources and Biological Resources Technical Memorandum
- Cultural Resources Technical Memorandum

Task 300 – Geotechnical Investigations (Provisional)

In order to confirm rock foundation levels and conditions prior to construction, AECOM proposes to drill one (1) borehole to a depth of approximately 25 feet to collect soil and rock core samples. The purpose for the borehole is to identify the depth to rock prior to construction. The proposed design of the concrete cutoff wall assumes the wall will be founded on rock. If the depth to foundation is significantly different than assumed then the design will need to be altered during construction and the contractor maybe delayed.

AECOM will subcontract with Terracon, to perform the drilling investigations. One engineer from AECOM will be onsite to direct the location of drill hole, observe the drilling observations, and document and inspect the core recovered from the drill hole.

AECOM and Terracon will provide core logs to inform the detailed design for Mattie Dam Rehabilitation. These geotechnical investigations will need to be completed before Task 100 can progress.

The quote and fee from Terracon is included in Attachment A.

Task 400 – Project Management

AECOM will perform project management activities for completion of the final design. Project management activities will include contract administration, coordination of AECOM's team, coordination with the City, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for resolution. AECOM's project manager will attend scheduled meetings as detailed below.

AECOM's project manager will schedule and conduct a virtual kickoff meeting within 10 days of receipt of the Notice to Proceed with the project. Specific project management activities included in this scope of services are described in the following tasks.

In addition to normal internal project coordination meetings, the following coordination meetings will be attended by the AECOM Project Manager:

- Virtual Kickoff Meeting
- One virtual review meeting each for the 60% and final design levels with the City. AECOM will schedule and coordinate review meetings with the City to provide advance notification of the meetings and to coordinate attendees, location, and date/time.
- Monthly progress meetings every other week will be scheduled and coordinated with the City to discuss project status. These meetings will be held virtually via conference call.

Schedule

AECOM anticipates completing the design and permitting within 10 weeks from the notice to proceed.

Proposed Fee

Our proposed fee for professional services described herein will be based on a Time and Materials basis with a not to exceed fee of \$83,535. The attached Table 1 indicates the hours and rates for the cost estimate.

AECOM assumes we will work as a subconsultant to JVA, Inc and the subconsultant agreement will be similar to a signed agreement between JVA and AECOM for 30% Design of Mattie Dam.

Mattie Dam Final Design Scope and Budget
February 15, 2023

If you have any questions please do not hesitate to contact John at (970) 948-3424 or john.sikora@aecom.com or Josh at (970) 261-6669 or joshua.currier@aecom.com.

Sincerely,
AECOM Technical Services, Inc.

A handwritten signature in blue ink, appearing to read "John Sikora".

John Sikora, P.E.
Project Director

A handwritten signature in blue ink, appearing to read "Josh C.".

Joshua Currier, P.E.
Project Manager

Attachment A: Terracon Drilling Services for Mattie Diversion Dam Project

Table 1
Mattle Dam Rehabilitation Final Design Cost Estimate
February 16, 2023

		Design Manager (Currier)	Senior Structural Engineer (Lopez)	Engineering Support Staff	Senior CAD (Reu)	Senior Cost Estimator (Watts)	Senior Environme- ntal Engineer (Parker)	Wetland Scientist (Davies)	SHPO (Carr)	Staff Scientist (Kassner)	Support Staff (Armbruster)	GIS (Rigley)	Construction Manager (Rey)	Project Assistant (Payton)	ODCs	Sub-Contractor Terracon	Totals
Task	Description	Labor Rates	\$185	\$215	\$123	\$178	\$204	\$252	\$197	\$150	\$77	\$109	\$109	\$129	\$133		
100	Mattle Dam Concepts		48	26	114	100	24	--	--	--	--	--	--	--	--	--	\$ 51,279
	100.1 Structural Design		4	2	24												
	100.2 Construction Drawings		31	8	40	100											
	100.3 Specifications		31	6	8												
	100.4 Construction Cost Estimating		4	4	10		24										
	100.5 Final Design Report		4	4	32												
200	404 Permit	--	--	--	--	--	10	30	12	32	4	8					\$ 14,410
300	Geotechnical Investigations (Provisional)		4	--	--	--	--	--	--	--	--	--	16		\$ 240	\$ 6,138	\$ 10,036
400	Project Management and Meetings		12	3	9	3	1	1	1	1	1	1	1	2	20		\$ 7,811
	Labor Hours Total		64	29	117	103	25	11	33	13	33	5	9	16	20	\$240	\$6,138



Mattie Dam Final Design
2/25/2023

DESCRIPTION OF SERVICES	Regional Engineering Manager Michael Katalinich		CAD Designer Logan Getter		Design Engineer Gary Fischer		SUBTOTAL LABOR COSTS		EXPENSES				TOTAL COSTS (Rounded to Nearest 100)	
	\$200/hour		\$116/hour		\$112/hour		HRS	\$	PRINT	TRAVEL	SUB-CONSULTANTS	EXPENSE SUBTOTAL	LINE ITEM	
	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL								
Intake Screen Redesign														
	16	\$3,200	50	\$5,800	80	\$8,960	146	\$17,960					\$17,960	
SUBTOTAL	16	\$3,200	50	\$5,800	80	\$8,960	146	\$17,960						\$18,000
Project Management														
	16	\$3,200					16	\$3,200					\$3,200	
SUBTOTAL	16	\$3,200					16	\$3,200						\$3,200
													TOTAL	\$21,200

Notes:
1
2
3
4



Fort Collins Exploration Services

1309 Duff Drive
Fort Collins, CO 80524
970-484-5183
Terracon.com

January 27, 2023

AECOM
804 Colorado Ave. Suite 201
Glenwood Springs, CO 81601

Attention: John Sikora

Regarding: Drilling Services
Mattie Diversion Dam Project
Idaho Springs, CO

Dear Mr. Sikora,

Terracon Consultants, Inc is pleased to submit our Cost Estimate to drill and sample at the above referenced site.

It is our understanding that one boring will be drilled and sampled to approximately 25-feet in depth.

For purposes of this proposal, we have used a job total of 5-feet for drilling with 6 ¼ ID Hollow Stem auger, 20-feet for Cased DTH Drilling (ODEX), 0-feet of HQ3 Wireline drilling and 0-feet for Monitor Well installation.

We propose using a CME-75 drill rig advancing 6 ¼ ID Hollow Stem Auger to approximately five-feet or refusal. If rig refusal is encountered the boring will be advanced using a cased Down the Hole hammer. Soil samples will be obtained with a standard Split Spoon sampler or a California Barrel at various intervals.

All borings will be backfilled with drill cuttings.

Please find attached our Line-Item Fee Schedule for this project.

We will allow approximately one on site working day(s) including travel for job completion. It will be the responsibility of others to provide; site access, ROW permits, traffic control, utility locates and to complete all required well permitting applications. Terracon Consultants, Inc will notify One Call of Colorado and complete the One Call Locate Ticket providing that premarks are completed and a site plan is obtained at least five-days in advance of the start date. It is the responsibility of others to provide private locates and arrange for Hydro Excavating should that be required. Terracon Consultants, Inc will not be held responsible for damage caused to underground utilities.

We would truly like to be a part of your team working on this project. Please feel free to call if you have any questions or need further assistance.

Sincerely,
Terracon-Fort Collins Exploration

A handwritten signature in black ink that reads 'Richard C. Rogers'.

Richard C. Rogers

**LINE-ITEM FEE SCHEDULE
FOR
AECOM
REGARDING
MATTIE DIVERSION DAM PROJECT
IDAHO SPRINGS, CO**

SUMMARY PRICING SHEET

Tasks.	Item Description	Unit	Quantity	Summary Price	Extended Price
001	Mob and Demob, Drill Rig Only	Hr	0	300.00	
002	Mob and Demob, Drill Rig & Support Vehicle	LS	1	2,100.00	2,100.00
003	Crew Travel - Daily	Hr	0	300.00	
004	Drilling/Install Wells, All On-Site Labor	Hr	8	300.00	2,400.00
Additional Charges-In addition to the hourly rate					
005	Drilling, 4" Dia. SFA	Ft	0	0.00	
006	Drilling, 3 ¼ or 4 ¼ HSA, Split Spoon Soil Sampling	Ft	0	2.50	
007	Drilling, 4 ¼ HSA w/ CME Continuous Sampler	Ft	0	5.00	
008	Drilling, 6 ¼ HSA	Ft	5	7.50	37.50
009	Drilling, 8 ¼ HSA	Ft	0	10.00	
010	Drilling, 10 ¼ HSA	Ft	0	12.50	
011	Drilling, HQ3 Wireline Coring	Ft	0	20.00	
012	Drilling, Casing Advancer System	Ft	0	20.00	
013	Drilling, Cased DTH/ODEX, Air Compressor Not Included	Ft	20	30.00	600.00
014	Drilling, Air Rotary, Air Compressor Not Included	Ft	0	25.00	
015	Drilling, Mud Rotary	Ft	0	20.00	
016	Packer Testing	Ea	0	650.00	
017	Install 2" Dia PVC Monitor Wells, Materials	Ft	0	18.00	
018	Surface Completions - Flush Grade	Ea	0	175.00	
019	Surface Completions - Above Grade	Ea	0	200.00	
020	Bollard Installation, 4" Dia x 6' Long	Ea	0	265.00	
021	Boring Abandonment, w/ Bentonite Chips, Materials	Ft	0	8.00	
022	Boring Abandonment, w/ Grout, Materials	Ft	0	16.00	
023	Safety Meetings/Standby	Hr	0	300.00	
024	Support Vehicle	Day	1	250.00	250.00
025	Per Diem	Day	0	300.00	
026	Steam Cleaner & Decon Pad	Day	0	250.00	
027	Water Truck, Flat Bed, 2000 Gallon	Day	0	850.00	
028	Drums, 55 Gallon, Steel, Reconditioned	Ea	0	80.00	
029	Development Pumps	Day	0	200.00	
030	Air Compressor, 375 CFM	Day	1	650.00	650.00
031	Call in Locates, One Call	LS	1	100.00	100.00
032	PPE, x2	Day	0	200.00	
033	Core Boxes, HQ	Ea	0	30.00	
034	Time Released (TR-30) Pellets	Ea	0	110.00	
TOTAL PRICE					6,137.50
1 Working Day(s)					