



Due to the Corona Virus COVID 19 Pandemic and Restrictions on In-Person Gatherings, Public Attendance and Participation in the March 23rd Council Meeting will be virtual. See below for details.

The City will be live-streaming the Council meeting as usual on the City's website at:
<https://www.colorado.gov/pacific/idahosprings/city-council-live>.

There will still be opportunities for both Scheduled and Unscheduled Public Comment via the City's Teleconferencing System. As always, Public Comment will be limited to three (3) minutes.

If you would like to make Scheduled Public Comment, you can email the City Clerk at CityClerk@IdahoSpringsco.com a completed Scheduled Public Comment Form. As the City will be using our teleconferencing system to facilitate Public Comment, it is imperative that your phone number is included in the contact information. This form may be found on the City's website:

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

The City will then call you at your phone number during the Public Comment section of the meeting so you can share your public comment with City Council.

Individuals desiring to make Unscheduled Public Comment may still do so by calling 303-567-4421, extension 115 during the Public Comment section of the meeting. We will only be able to take one call at a time, and callers will need to take turns by watching the video livestreaming. The City will take calls in the order received and only during the Public Comment section of the meeting.

Please contact Jonathan Cain at jcain@idahospringsco.com or 303.567.4421 x115 with any questions about the process. Thank you.



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

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
March 23, 2020
7:00 P.M.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the March 23, 2020 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from March 9, 2020
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to March 23, 2020
- VIII. UNSCHEDULED PUBLIC COMMENT**
- IX. PLANNING/COMMUNITY DEVELOPMENT**
- X. CITY ATTORNEY**
- XI. RESOLUTIONS**
 - a) Resolution #7, Series 2020; A resolution declaring a local disaster emergency related to the COVID-19 Coronavirus and authorizing certain actions related thereto
 - b) Resolution #8, Series 2020; A resolution approving a Public Utility Easement Agreement between the City of Idaho Springs and C CO, LLC, within lot 24 of the Nancarrow Mobile Home Park Subdivision
- XII. ORDINANCE FIRST READING**
 - a) Ordinance #5, Series 2020; An ordinance amending Chapter 2 and 5 of the Idaho Springs Municipal Code to authorize and provide for remote meetings of the City Council and City Boards and Commissions in emergency circumstances, with certain limitations, and declaring an emergency
- XIII. ORDINANCE SECOND READING**
 - a) Ordinance #3, Series 2020; An ordinance amending Section 5-1 of the Idaho Springs Municipal Code, concerning Planning Commission membership, to authorize the promotion of alternate members to fill regular member vacancies.
- XIV. FINANCE OFFICER**
 - a) Financial report
- XV. CITY ADMINISTRATOR**
 - a) Staff report submitted with two request(s) for action. Staff report submitted with two request(s) for action. Move to approve a proposal from Ramey Environmental Compliance, Inc. in the amount of \$4,139.92 per month to provide Operator Responsible In Charge (OIC) duties for the water and wastewater systems as well as weekly construction meeting services. Move to approve a proposal from Community Matters Institute in the amount of \$100 per hour for all general planning services and \$125 per hour for all development review services.
- XVI. CITY CLERK**
 - a) No staff report submitted
- XVII. POLICE DEPARTMENT**
 - a) No staff report submitted
- XVIII. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with no request(s) for action.
- XIX. PUBLIC WORKS: WATER/WASTEWATER**
- XX. COMMITTEE REPORTS**
- XXI. MAYOR and COUNCIL**
- XXII. ADJOURN**

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MARCH 9, 2020

The City Council of the City of Idaho Springs held a regular meeting on March 9, 2020 in the Council Chambers at City Hall. Mayor Michael Hillman called the meeting to order at 7:08 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Scott Pennell, Art Caccavale, Jim Clark, Chuck Harmon and John Curtis. Also present was City Clerk Diane Breece, City Administrator Andrew Marsh, Public Works Superintendent John Bordonni and Police Chief Chris Malanka. City Attorney Carmen Beery was not in attendance.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for March 9, 2020. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Chuck Harmon moved to approve the minutes of February 24, 2020. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

Jim Clark stated that he would be recusing from voting on payment to Allied Towing.

Approval of Bills

Scott Pennell moved to approve bills to March 9, 2020. Chuck Harmon seconded and the motion passed by a unanimous roll call vote with Jim Clark recusing on voting for payment to Allied Towing.

Public Comment

There were no public comments.

Unscheduled Public Comment

There were no unscheduled comments.

Resolutions

Chuck Harmon moved to approve Resolution #4, Series 2020; A resolution designating a temporary handicap parking space at 24 Virginia St., Idaho Springs, Colorado. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Scott Pennell moved to approve Resolution #5, Series 2020; A resolution adopting the Idaho Springs Historic Sites and Facilities Preservation Plan. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve Resolution #6, Series 2020; A resolution adopting the City of Idaho Springs goals for 2020. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Ordinance Second Reading

Chuck Harmon moved to approve Ordinance #3, Series 2020; An ordinance approving the conveyance by general warranty deed of a portion of City-owned property known as 200 West Colorado Boulevard. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

City Administrator

Andy Marsh submitted his staff report with one request(s) for action. Scott Pennell moved to approve a 10% pay increase effective March 2, 2020 for PW Superintendent John Bordoni while he is serving as Interim Water/Wastewater Superintendent. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

City Clerk

Diane Breece submitted her staff report with no request(s) for action.

Police Dept.

Chris Malanka submitted his staff report with no request(s) for action.

Public Works/Street and Parks

John Bordoni submitted his staff report with two request(s) for action. John Curtis moved to approve \$12,650 to JVA, Inc. for engineering and construction management for Montane water pump station from line item 5472-7320. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve \$15,600 to JVA, Inc. for Highway 103 water line engineering and construction management from line item 5472-7320. John Curtis seconded and the motion passed by a unanimous roll call vote

Water/Wastewater Dept.**Mayor and Council**

The Mayor informed Council that he had been approached by an individual to re-consider Ordinance #4, Series 2020 and the succession of alternate members and that the City should consider replacing vacancies with other interested parties.

Adjourn

Mayor Hillman adjourned the meeting at 7:35 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Albertsons/Safeway (328)										
806649-022720-0390										
806649-022720-0390	Invoi	Dan Wolf's going away party	02/27/2020	02/27/2020	30.76	Open	Non		02/20	51-00-5305
806649-022720-0390	Invoi	Dan Wolf's going away party	02/27/2020	02/27/2020	30.76	Open	Non		02/20	52-00-5305
Total 806649-022720-0390:					61.52					
Total Albertsons/Safeway (328):					61.52					
Blackwell Oil (284)										
022920										
022920	Invoi	Fleet Fuel Streets	02/29/2020	02/29/2020	909.56	Open	Non		02/20	10-10-6191
022920	Invoi	Fleet Fuel/Parks	02/29/2020	02/29/2020	73.84	Open	Non		02/20	10-60-6191
Total 022920:					983.40					
03162020										
03162020	Invoi	Fleet Fuel Streets	03/16/2020	03/16/2020	157.80	Open	Non		03/20	10-10-6012
Total 03162020:					157.80					
Total Blackwell Oil (284):					1,141.20					
Bordoni, John (1414)										
030120										
030120	Invoi	Lease Purchase Agreement 103 1	03/01/2020	03/01/2020	2,500.00	Open	Non		03/20	21-00-7043
Total 030120:					2,500.00					
Total Bordoni, John (1414)					2,500.00					
Caselle Inc. (287)										
100758										
100758	Invoi	Contract Support-April	03/01/2020	03/01/2020	270.00	Open	Non		03/20	10-10-5108
100758	Invoi	Contract Support-April	03/01/2020	03/01/2020	270.00	Open	Non		03/20	10-20-5108
100758	Invoi	Contract Support-April	03/01/2020	03/01/2020	270.00	Open	Non		03/20	10-30-5108
100758	Invoi	Contract Support-April	03/01/2020	03/01/2020	270.00	Open	Non		03/20	51-00-5108
100758	Invoi	Contract Support-April	03/01/2020	03/01/2020	270.00	Open	Non		03/20	52-00-5108
Total 100758:					1,350.00					
Total Caselle Inc. (287):					1,350.00					
CenturyLink (569)										
9613278B										
9613278B	Invoi	Phone Lines Water Plant Fire Alar	02/25/2020	03/18/2020	354.63	Open	Non		02/20	51-00-5303
Total 9613278B:					354.63					
4474548B323										
4474548B323	Invoi	Internet service-Public Works	02/28/2020	03/20/2020	96.93	Open	Non		02/20	10-10-5335
Total 4474548B323:					96.93					
1487918516										
1487918516	Invoi	Internet service Water Plant	03/11/2020	03/11/2020	336.71	Open	Non		03/20	51-00-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 1487918516:					336.71					
Total CenturyLink (569):					788.27					
CIRSA (1511)										
W20183										
W20183	Invoi	Deductible	03/16/2020	03/16/2020	59.85	Open	Non		03/20	52-00-5314
Total W20183:					59.85					
Total CIRSA (1511):					59.85					
City of Idaho Springs (289)										
110671323										
110671323	Invoi	public works	03/01/2020	03/31/2020	223.52	Open	Non		03/20	10-10-6050
Total 110671323:					223.52					
13050132320										
13050132320	Invoi	macy ruth mill park	03/01/2020	03/31/2020	208.26	Open	Non		03/20	10-60-6050
Total 13050132320:					208.26					
20446132320										
20446132320	Invoi	103 14th Ave	03/01/2020	03/31/2020	129.84	Open	Non		03/20	10-20-6050
Total 20446132320:					129.84					
20491132320										
20491132320	Invoi	police dept.	03/01/2020	03/31/2020	238.78	Open	Non		03/20	10-30-6050
Total 20491132320:					238.78					
21065132320										
21065132320	Invoi	City Hall	03/01/2020	03/31/2020	284.56	Open	Non		03/20	10-20-6050
Total 21065132320:					284.56					
21069132320										
21069132320	Invoi	Citizens Park	03/01/2020	03/31/2020	193.00	Open	Non		03/20	10-60-6050
Total 21069132320:					193.00					
22050132320										
22050132320	Invoi	Riverside Drive	03/01/2020	03/31/2020	100.00	Open	Non		03/20	10-60-6050
Total 22050132320:					100.00					
23055132320										
23055132320	Invoi	crc park	03/01/2020	03/31/2020	193.00	Open	Non		03/20	10-60-6050
Total 23055132320:					193.00					
20838132320										
20838132320	Invoi	WasteWater Plant	03/31/2020	03/31/2020	106.25	Open	Non		02/20	10-10-6050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Acc
Total 20838132320:					106.25					
Total City of Idaho Springs (289):					1,677.21					
Clear Creek County Clerk & Rec (61)										
0031520										
0031520	Invoi	recording document	03/10/2020	03/10/2020	13.00	Open	Non		03/20	51-00-5316
Total 0031520:					13.00					
3102020VL										
3102020VL	Invoi	election costs for city	03/10/2020	03/30/2020	38.00	Open	Non		03/20	10-20-5220
Total 3102020VL:					38.00					
Total Clear Creek County Clerk & Rec (61):					51.00					
Colorado Analytical Lab (945)										
200303034										
200303034	Invoi	TSS/testing	03/06/2020	03/30/2020	13.50	Open	Non		03/20	51-00-5201
Total 200303034:					13.50					
200302059										
200302059	Invoi	Misc. supplies	03/10/2020	03/10/2020	291.60	Open	Non		03/20	52-00-5201
Total 200302059:					291.60					
Total Colorado Analytical Lab (945):					305.10					
Comcast (1486)										
0194987 320										
0194987 320	Invoi	Internet	03/05/2020	03/05/2020	174.80	Open	Non		03/20	10-20-5335
0194987 320	Invoi	Phone	03/05/2020	03/05/2020	64.78	Open	Non		03/20	10-30-5303
Total 0194987 320					239.58					
Total Comcast (1486):					239.58					
Core & Main LP (959)										
L471071										
L471071	Invoi	meter	02/01/2020	03/30/2020	2,290.70	Open	Non		02/20	51-00-6004
Total L471071:					2,290.70					
L873060										
L873060	Invoi	misc	02/28/2020	03/30/2020	452.36	Open	Non		02/20	51-15-6005
Total L873060:					452.36					
L958312										
L958312	Invoi	Wall Meter	03/12/2020	03/12/2020	2,103.46	Open	Non		03/20	51-15-7006
Total L958312:					2,103.46					
M047164										
M047164	Invoi	misc	03/12/2020	03/12/2020	853.52	Open	Non		02/20	51-15-6005

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total M047164:					853.52					
Total Core & Main LP (959):					5,700.04					
Deep Rock (1855)										
18332261030620										
18332261030620	Invoi	Water Cooler	03/06/2020	03/30/2020	56.96	Open	Non		03/20	10-20-6010
Total 18332261030620:					56.96					
Total Deep Rock (1855):					56.96					
DPC Industries Inc. (297)										
73700063520										
73700063520	Invoi	Caustic soda liq	03/02/2020	03/30/2020	479.37	Open	Non		03/20	51-00-6216
Total 73700063520:					479.37					
Total DPC Industries Inc. (297):					479.37					
ELAVON (1295)										
8013550150 220										
8013550150 220	Invoi	payment processing fees	02/29/2020	02/29/2020	502.15	Open	Non		02/20	10-20-5340
Total 8013550150 220:					502.15					
8013629129 229										
8013629129 229	Invoi	Online Credit card processing fee	02/29/2020	02/29/2020	143.42	Open	Non		02/20	10-20-5340
Total 8013629129 229:					143.42					
Total ELAVON (1295):					645.57					
Home Depot Credit Services (578)										
22820										
22820	Invoi	Door Stopper	02/28/2020	03/30/2020	4.58	Open	Non		02/20	10-21-5430
22820	Invoi	Hard Hat	02/28/2020	03/30/2020	55.40	Open	Non		02/20	10-10-6040
22820	Invoi	Paint	02/28/2020	03/30/2020	20.97	Open	Non		02/20	10-60-6093
22820	Invoi	parks supplies	02/28/2020	03/30/2020	55.60	Open	Non		02/20	10-60-6200
22820	Invoi	Screw Drivers	02/28/2020	03/30/2020	17.97	Open	Non		02/20	10-60-6020
22820	Invoi	Shop Supplies	02/28/2020	03/30/2020	100.71	Open	Non		02/20	10-10-6010
22820	Invoi	Supplies	02/28/2020	03/30/2020	116.09	Open	Non		02/20	10-30-5208
22820	Invoi	Tools	02/28/2020	03/30/2020	29.97	Open	Non		02/20	10-60-6020
22820	Invoi	Vacuum	02/28/2020	03/30/2020	88.00	Open	Non		02/20	10-20-5208
22820	Invoi	Visitor Center Thermostat	02/28/2020	03/30/2020	44.55	Open	Non		02/20	10-21-5430
Total 22820:					533.84					
Total Home Depot Credit Services (578):					533.84					
HRS Water Consultants (851)										
17300										
17300	Invoi	legal water	02/29/2020	02/29/2020	289.00	Open	Non		02/20	51-00-5108
Total 17300:					289.00					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total HRS Water Consultants (851):					289.00					
Idaho Springs Lions Club (365)										
F2020CITY	F2020CITY	Invoi	City hall flag display/2020	02/28/2020	02/28/2020	150.00	Open	Non	02/20	10-21-5038
Total F2020CITY:					150.00					
Total Idaho Springs Lions Club (365):					150.00					
L.A.W.S. (1806)										
17992	17992	Invoi	radio install / 4 vehicles	03/03/2020	03/03/2020	1,398.69	Open	Non	03/20	21-00-6026
Total 17992:					1,398.69					
Total L.A.W.S. (1806):					1,398.69					
Landmark Community Newspapers (64)										
202001	202001	Invoi	legal notifications	02/05/2020	02/05/2020	608.58	Open	Non	02/20	10-20-5312
Total 202001:					608.58					
202002	202002	Invoi	legal notifications	02/12/2020	02/12/2020	321.64	Open	Non	02/20	10-20-5312
Total 202002:					321.64					
Total Landmark Community Newspapers (64):					930.22					
Liberty Communications (1547)										
1591063	1591063	Invoi	phone service city hall	02/29/2020	02/29/2020	113.38	Open	Non	02/20	10-20-5303
	1591063	Invoi	phone service police	02/29/2020	02/29/2020	113.38	Open	Non	02/20	10-30-5303
	1591063	Invoi	phone service public works	02/29/2020	02/29/2020	113.38	Open	Non	02/20	10-10-5303
	1591063	Invoi	phone service wastewater	02/29/2020	02/29/2020	113.37	Open	Non	02/20	52-00-5303
	1591063	Invoi	phone service water	02/29/2020	02/29/2020	113.38	Open	Non	02/20	51-00-5303
Total 1591063:					566.89					
Total Liberty Communications (1547):					566.89					
Matthew Bender & Co (696)										
0099044915 220	0099044915 220	Invoi	Marijuana Laws & Regs	02/29/2020	02/29/2020	78.08	Open	Non	02/20	10-30-5304
Total 0099044915 220:					78.08					
Total Matthew Bender & Co (696):					78.08					
Motorola Solutions (190)										
16094779	16094779	Invoi	Radio batteries	02/27/2020	02/27/2020	114.10	Open	Non	02/20	21-00-6026
Total 16094779:					114.10					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total Motorola Solutions (190):					114.10					
Peak Performance (409)										
58528										
58528	Invoi	Copier Meter Bill	02/20/2020	02/20/2020	253.98	Open	Non		02/20	10-20-5309
Total 58528:					253.98					
Total Peak Performance (409):					253.98					
Quill Corporation (230)										
5421262										
5421262	Invoi	Name plates	03/11/2020	03/11/2020	30.32	Open	Non		03/20	10-20-6010
Total 5421262:					30.32					
Total Quill Corporation (230):					30.32					
Rock and Company (1926)										
21903-3 -3										
21903-3 -3	Invoi	City Hall Entrance Constructio	11/25/2019	11/25/2019	11,549.25	Open	Non		02/20	21-61-7040
Total 21903-3 -3:					11,549.25					
Total Rock and Company (1926):					11,549.25					
SAFEbuilt Colorado Inc. (1041)										
0062472-IN										
0062472-IN	Invoi	Building Permits	11/30/2019	11/30/2019	1,460.57	Open	Non		02/20	10-22-5000
Total 0062472-IN:					1,460.57					
0066166-IN										
0066166-IN	Invoi	Building Permits	02/29/2020	02/29/2020	770.10	Open	Non		03/20	10-22-5000
Total 0066166-IN:					770.10					
Total SAFEbuilt Colorado Inc. (1041):					2,230.67					
Smith Power Products Inc. (1848)										
008521										
008521	Invoi	Annual Generator Service Agree	01/16/2020	03/30/2020	2,147.15	Open	Non		02/20	52-00-5000
Total 008521:					2,147.15					
007572										
007572	Invoi	Annual Generator Service Agree	02/01/2020	03/30/2020	2,248.31	Open	Non		02/20	51-00-5000
Total 007572:					2,248.31					
Total Smith Power Products Inc. (1848):					4,395.46					
Solenis (1794)										
131594692										
131594692	Invoi	Polymer	03/03/2020	03/30/2020	2,501.08	Open	Non		03/20	52-00-6210
Total 131594692:					2,501.08					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total Solenis (1794):					2,501.08					
Sprint (750)										
616873765-055										
616873765-055	Invoi	Code Enforcement cell phone	02/29/2020	02/29/2020	24.71	Open	Non		02/20	10-30-5335
Total 616873765-055					24.71					
126852313-219										
126852313-219	Invoi	Cell phone Parks	03/08/2020	03/08/2020	65.03	Open	Non		03/20	10-60-5335
126852313-219	Invoi	Cell phone Public Works	03/08/2020	03/08/2020	185.49	Open	Non		03/20	10-10-5335
Total 126852313-219:					250.52					
Total Sprint (750):					275.23					
Staples Business Advantage (1219)										
8057755375										
8057755375	Invoi	Notary Stamp	03/07/2020	03/07/2020	46.28	Open	Non		03/20	10-30-6010
Total 8057755375:					46.28					
Total Staples Business Advantage (1219):					46.28					
SUEZ WTS Analytical Instruments (1803)										
900292872										
900292872	Invoi	TOC Filter	03/03/2020	03/30/2020	411.00	Open	Non		02/20	51-00-5204
Total 900292872					411.00					
Total SUEZ WTS Analytical Instruments (1803):					411.00					
Teledyne Instruments (961)										
S020385463										
S020385463	Invoi	Refrigeration assembly	03/04/2020	03/31/2020	1,667.90	Open	Non		03/20	52-00-6004
Total S020385463:					1,667.90					
Total Teledyne Instruments (961):					1,667.90					
Terracon (1692)										
TD36323										
TD36323	Invoi	Concrete Testing	03/16/2020	03/16/2020	300.05	Open	Non		03/20	55-72-7310
Total TD36323:					300.05					
Total Terracon (1692):					300.05					
Timberline Disposal (1467)										
0002183295										
0002183295	Invoi	trash	03/01/2020	03/30/2020	248.31	Open	Non		03/20	10-60-5202
Total 0002183295:					248.31					
0002183795										
0002183795	Invoi	Hwy 103 toilet	03/01/2020	03/30/2020	54.17	Open	Non		03/20	51-00-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
Total 0002183795:					54.17					
Total Timberline Disposal (1467):					302.48					
Treatment Technology (1078)										
182061										
182061	Invoi	Sodium hypochlorite solution	02/28/2020	03/30/2020	1,472.60	Open	Non		02/20	51-00-6201
Total 182061:					1,472.60					
182062										
182062	Invoi	Chemicals & cleaning	02/28/2020	03/30/2020	2,527.30	Open	Non		02/20	51-00-6201
Total 182062:					2,527.30					
Total Treatment Technology (1078):					3,999.90					
USA Blue Book (376)										
039131										
039131	Invoi	PAst due invoice	10/15/2019	10/15/2019	20.83	Open	Non		02/20	52-00-6004
Total 039131:					20.83					
155253										
155253	Invoi	lab materials	02/25/2020	02/25/2020	126.79	Open	Non		02/20	52-00-6004
Total 155253:					126.79					
Total USA Blue Book (376)					147.62					
VISA (1827)										
030320										
030320	Invoi	amazon	03/03/2020	03/03/2020	103.99	Open	Non		02/20	10-10-5208
030320	Invoi	CCCMA Hotel Cain	03/03/2020	03/03/2020	500.00	Open	Non		02/20	10-20-5305
030320	Invoi	CCCMA Hotel Marsh credit	03/03/2020	03/03/2020	105.24	Open	Non		02/20	10-20-5305
030320	Invoi	Farewell lunch Dan Wolf	03/03/2020	03/03/2020	118.53	Open	Non		02/20	10-20-5210
030320	Invoi	Membership Dues.	03/03/2020	03/03/2020	90.00	Open	Non		02/20	10-30-5304
030320	Invoi	notary renewal	03/03/2020	03/03/2020	10.00	Open	Non		02/20	10-30-5101
030320	Invoi	security cameras	03/03/2020	03/03/2020	359.10	Open	Non		02/20	10-30-7010
030320	Invoi	Tire installation	03/03/2020	03/03/2020	876.81	Open	Non		02/20	10-10-6192
Total 030320:					1,953.19					
Total VISA (1827):					1,953.19					
Wear Parts & Equip Co. Inc. (965)										
8478										
8478	Invoi	Bolts	03/03/2020	03/31/2020	38.40	Open	Non		03/20	10-10-6007
8478	Invoi	Plow Blades	03/03/2020	03/31/2020	408.10	Open	Non		03/20	10-10-6007
Total 8478:					446.50					
9010										
9010	Invoi	nuts, bolts, plow blades	03/06/2020	03/06/2020	63.68	Open	Non		03/20	10-10-6007
Total 9010:					63.68					

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	1099	PO Number	Period	GL Account
9228										
	9228	Invoi	nuts, bolts, plow blades	03/10/2020	03/10/2020	1,503.54	Open	Non	03/20	10-10-6007
Total 9228:					1,503.54					
CR-9010										
	CR-9010	Invoi	credit memo	03/10/2020	03/10/2020	40.64-	Open	Non	03/20	10-10-6007
Total CR-9010:					40.64-					
Total Wear Parts & Equip Co. Inc. (965):					1,973.08					
WEX BANK (1459)										
64014736										
	64014736	Invoi	Fleet fuel - Police	02/23/2020	02/23/2020	481.26	Open	Non	02/20	10-30-6191
	64014736	Invoi	Fleet fuel - wastewater	02/23/2020	02/23/2020	113.87	Open	Non	02/20	52-00-6191
	64014736	Invoi	Fleet fuel - water	02/23/2020	02/23/2020	113.88	Open	Non	02/20	51-00-6191
Total 64014736:					709.01					
Total WEX BANK (1459):					709.01					
Xcel Energy (540)										
674916991										
	674916991	Invoi	2040 Miner Street	03/02/2020	03/20/2020	14.66	Open	Non	02/20	10-10-6001
Total 674916991:					14.66					
031020										
	031020	Invoi	city hall	03/10/2020	03/10/2020	382.20	Open	Non	03/20	10-20-6001
Total 031020:					382.20					
675049948										
	675049948	Invoi	Street Lights	03/20/2020	03/20/2020	4,149.97	Open	Non	02/20	10-10-6001
Total 675049948:					4,149.97					
Total Xcel Energy (540):					4,546.83					
Grand Totals:					56,409.82					

Report GL Period Summary

GL Period	Amount
03/20	18,833.49
02/20	37,576.33
Grand Totals:	56,409.82

Vendor number hash:58573

Vendor number hash - split:90631

Total number of invoices:69

Total number of transactions:100

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	56,409.82	56,355.65
Grand Totals:	56,409.82	56,355.65

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 7, Series 2020

A RESOLUTION DECLARING A LOCAL DISASTER EMERGENCY RELATED TO THE COVID-19 CORONAVIRUS AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

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

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

WHEREAS, the World Health Organization has declared the coronavirus (COVID-19) to be a worldwide pandemic; and

WHEREAS, on March 15, 2020, the Colorado Department of Public Health and Environment (CDPHE) issued a statement directing "Anyone who has been in Eagle, Summit, Pitkin, or Gunnison counties in the past week should minimize all contact with other people, whether or not they are experiencing symptoms"; and

WHEREAS, the City Council of the City of Idaho Springs, Colorado ("City") confirms that protecting public health is the Council's top priority; and

WHEREAS, the City Council is empowered by Section 31-15-401(1)(b), C.R.S., to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, the City Council finds and determines that the declaration of an emergency and directives given hereunder are necessary for the promotion of health and the suppression of disease; and

WHEREAS, additionally, C.R.S. § 24-33.5-709 authorizes the Mayor to declare an emergency to exist when there is extreme likelihood or danger of destruction of life or property due to unusual conditions and requires the consent and approval of the City Council for such emergency declaration to extend beyond seven (7) days; and

WHEREAS, the cost and magnitude of responding to and recovery from the impact of the COVID-19 Pandemic may be far in excess of the City's available resources; and

WHEREAS, declaration of a local disaster emergency will assist and permit access to local emergency funds, Federal and State assistance, adjustments to policies, procedures, and ordinances to ensure the public's health and welfare.

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

Section 1. A local state of disaster emergency is hereby declared to exist with respect to the outbreak of COVID-19. The effect of this Declaration shall be to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans, and for the Mayor, City Administrator, and other appropriate City staff to exercise those functions and be vested with such authority as set forth in C.R.S. § 24-33.5-709 and this Resolution.

Section 2. In association with this Declaration of Emergency, the Mayor and City Administrator are hereby directed and each individually authorized to take each of the following actions upon a finding that such action is necessary to protect the public health, safety and welfare:

- a. To postpone, reschedule or cancel any City-sponsored events and meetings.
- b. To close or limit public access to City-owned and City-operated facilities, including City Hall.
- c. To make all arrangements necessary to conduct any or all public meetings of the City Council and every other City board, committee and commission to be conducted by telephone or other electronic means. Such remote meetings shall be conducted in accordance with Ordinance No. 5, Series 2020.
- d. To expend funds, execute contracts, authorize the obtaining and acquisition of property, equipment, services, supplies and materials without the strict compliance with City purchasing procedures on the condition that every such action shall be presented to the City Council for ratification as soon as practical thereafter.
- e. To direct the transfer or temporary reassignment of City personnel and resources for the purposes of performing or facilitating public health emergency services.
- f. To accept services, gifts, grants and loans, equipment, supplies, and materials whether from private, nonprofit or governmental sources.
- g. To make application for local, state or federal assistance.
- h. To utilize all available resources of the City as may be reasonably necessary to cope with this public health emergency whether in preparation for, response to, or recovery from this public health emergency.

RESOLVED, APPROVED, and ADOPTED this 23RD day of March, 2020.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 8, Series 2020

**A RESOLUTION APPROVING A PUBLIC UTILITY EASEMENT AGREEMENT
BETWEEN THE CITY OF IDAHO SPRINGS AND C CO, LLC, WITHIN LOT 24 OF
THE NANCARROW MOBILE HOME PARK SUBDIVISION**

WHEREAS, the City of Idaho Springs, Colorado ("City") owns and operates a public wastewater system; and

WHEREAS, certain wastewater improvements are currently located within, upon and underneath certain private property within the City known as Lot 24 of the Nancarrow Mobile Home Park Subdivision (the "Property"); and

WHEREAS, C Co, LLC ("Owner") is the current owner of the Property; and

WHEREAS, in 1999, the City was granted an easement for purposes related to the wastewater improvements located at the Property; and

WHEREAS, the 1999 easement document failed to specifically state the parameters of the easement area, by either written description or illustrative exhibit; and

WHEREAS, the City and the Owner have therefore been in discussions to determine, negotiate and finalize the precise parameters of said easement area, for the clarity of all current and future parties-in-interest; and

WHEREAS, the City Council finds that it is in the public interest to obtain complete, definitive and guaranteed easement rights in regards to a specified area, such that the City's continued ability to provide wastewater service to the properties served by the facilities on the Property is ensured through the foreseeable future; and

WHEREAS, the Council therefore desires to approve the easement agreement as further set forth herein.

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

The Easement Agreement between the City and C Co, LLC, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same and to perform such other acts as are necessary to accomplish its effectiveness.

RESOLVED, APPROVED, and ADOPTED this 23rd day of March, 2020.

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2019, between **C Co LLC a Colorado LLC**, (the "Grantor"), whose legal address is P.O. Box 415, Dumont, Colorado 80436 and the **CITY OF IDAHO SPRINGS**, a statutory City and political subdivision of the State of Colorado (the "City"), whose legal address is 1711 Miner Street, P.O. Box 907, Idaho Springs, Colorado 80452.

For and in consideration of the sum of Five Thousand Dollars (\$5,000.00), the receipt and sufficiency of which is hereby acknowledged, Grantor grants to the City, its successors and assigns, the exclusive, permanent right to enter, reenter, occupy and use the property described below (the "Property") to access, operate, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace and remove public utility facilities, and all underground and surface appurtenances thereto, of such size and capacity as necessary or required by the City, in, through, over and across the Property, which is situate in the County of Clear Creek, State of Colorado, and more fully described on **Exhibit A** attached hereto and incorporated herein by reference.

THE PARTIES MUTUALLY AGREE as follows:

1. The City may exercise the right of ingress and egress in, to, over, through and across the Property as reasonably necessary to exercise its rights as granted above.

2. After any operations by the City which disturbs the surface of the Property, the City will restore the general surface of the ground (excluding sod, underground sprinkling systems or other landscaping or plantings) as nearly as may reasonably be done to the grade and condition it was in immediately prior to the City's operations, except as reasonably necessarily modified to accommodate City facilities.

3. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair the City's ability to exercise its rights as granted above.

4. If the City releases in writing the rights granted in this Easement Agreement, all rights and interests of the City under this Easement Agreement shall cease and terminate, and the Grantor shall hold the Property, as the same may then be, free from the rights so released.

5. Grantor shall not cause or permit the storage of goods or equipment, or the construction or placement of any structure or building, fence or obstruction, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, which would frustrate the purpose of this Easement Agreement, on any part of the Property. Any prohibited use or installation located on the Property after the date of this Agreement may be removed by the City without liability to the City for damages arising therefrom. The City agrees that the existing structure generally described as Nancarrow Sewer Lift Station at 8th Avenue and Miner Street is not within the Property and therefore will not be disturbed by the City as it exercises its rights under this Agreement.

6. The benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

7. The City shall exercise its rights hereunder only within the Property and shall maintain the Property and any structure thereon to City standards.

8. With its advance written consent, which consent shall not be unreasonably withheld, the City may allow the Grantor to cosmetically alter the outside of any City building upon the Property, at Grantor's sole expense, to match or complement any other structures that the Grantor may erect on any of the Grantor's property in the area, at a future date to be determined, if any. If Grantor performs such cosmetic alterations, he shall do so to the same construction standards as approved for any other building in the project. The City will allow access to the Property and building sufficient to accomplish the same consistent with this

Section. Any cosmetic changes will not alter the utility or usefulness of the building or property to the detriment of the City.

9. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promise and agree to defend the City in the exercise of its rights hereunder against any defect in title or in their right to make said grant.

10. This Easement Agreement constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day first above written.

GRANTOR: C Co LLC, a Colorado LLC

By: _____
Cary C. Crane, Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year herein above written.

(SEAL)

Notary Public

My commission expires: _____

CITY OF IDAHO SPRINGS, COLORADO

By: _____
Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

EXHIBIT A

LEGAL DESCRIPTION & ILLUSTRATION: EASEMENT AREA



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

Job No.: 65319950

FILE: Y:\Survey\65319950-Idaho Spgs Miner and Riverside\Office Data\DWGS\Exhibits &
Property Descriptions\Pump Station.docx

Date: January 29, 2019

PROPERTY DESCRIPTION

Utility Easement

Lot 24

A portion of Lot 24 of Nancarrow Mobile Home Subdivision Plat recorded in the Clear Creek County Clerk and Recorder's Office in Book 318 at Page 28 dated March 16, 1970 being in Section 35, Township 3 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 11 of said Nancarrow Mobile Home Subdivision Plat, said corner being on the northerly right-of-way line of West Miner Street, being monumented with a found 1-1/2" diameter aluminum cap on a #5 rebar projecting 0.1' above ground with illegible stamping, whence a point on the northerly right-of-way line of West Miner Street, being monumented with a found #5 rebar, bears N80°16'51"W a distance of 215.09 feet;

THENCE S84°13'29"E a distance of 159.31 feet to the Northeast corner of said Lot 24;

THENCE N80°16'51"W along the northerly line of said Lot 24 a distance of 2.34 feet;

THENCE S09°22'26"W along a line 2.34 feet westerly of and parallel with the easterly line of said Lot 24 a distance of 12.38 feet to the **POINT OF BEGINNING**;

THENCE S16°46'05"W a distance of 23.78 feet to the northerly right-of-way line of West Miner Street;

THENCE N69°36'20"W along said northerly right-of-way line a distance of 18.55 feet;

THENCE N16°46'05"E a distance of 22.60 feet;

THENCE S73°13'55"E a distance of 18.51 feet to the **POINT OF BEGINNING**.

Containing 429 square feet (0.010 Acres), more or less.



Todd G. Beers, P.L.S.S. 30822

Date: January 29, 2019

Job No.: 65319950

For and on Behalf of
Merrick & Company

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 5, Series 2020

AN ORDINANCE AMENDING CHAPTERS 2 AND 5 OF THE IDAHO SPRINGS MUNICIPAL CODE TO AUTHORIZE AND PROVIDE FOR REMOTE MEETINGS OF THE CITY COUNCIL AND CITY BOARDS AND COMMISSIONS IN EMERGENCY CIRCUMSTANCES, WITH CERTAIN LIMITATIONS, AND DECLARING AN EMERGENCY

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

WHEREAS, pursuant to C.R.S. § 31-4-101, the corporate and municipal authority of the City is vested in the Idaho Springs City Council ("Council"), which possesses the authority to determine the time and place of holding its meetings; and

WHEREAS, under this authority, the Council has established by ordinance certain meeting protocols, codified as Article II of Chapter 2 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, in December 2019, a novel coronavirus was discovered in Wuhan, China, for which modern medicine currently has no effective treatment, vaccine or antidote; and

WHEREAS, the new coronavirus has since spread to six continents and over 100 countries and, according to a March 8 report by the World Health Organization (WHO), there are over 100,000 confirmed cases worldwide and over 200 cases in the U.S. while over 3,800 have died from COVID-19, the official name of the disease contracted from the new coronavirus strain; and

WHEREAS, on March 5, the first confirmed cases of coronavirus infected individuals appeared in Colorado; and

WHEREAS, since then, the virus has spread quickly throughout the state, leading Governor Polis to declare a statewide state of emergency on March 10; and

WHEREAS, on March 16, Governor Polis ordered a state-wide closure of the dine-in areas of all restaurants and bars and the closure of all gyms, casinos, and theaters; and

WHEREAS, as of March 16, the state announced 29 new positive cases of COVID-19, bringing the total number of confirmed cases in Colorado to 160, a number that has risen daily since the first March 5th case, and the Council finds is likely to continue to rise daily in the immediate and near future; and

WHEREAS, numerous public events, gatherings and venues have closed in an attempt to slow the spread of the virus, including many city and town halls, court buildings, libraries, Colorado ski resorts, sporting events and public and private schools; and

WHEREAS, the City Council finds that this new virus strain is unprecedented, in recent history, in its lack of effective detection and containment, such that it presents a significant and potentially

imminent threat to the public health, safety and welfare of citizens of the City, the state, the country and the world; and

WHEREAS, recognizing that the City does not provide public health services, the City Council nonetheless finds that it is necessary and prudent to respond to and plan for this virus in such manner and means that *are* within the City's purview and jurisdiction; and

WHEREAS, accordingly, the Council wishes to proactively adopt and authorize certain emergency meeting procedures, to allow the City to continue to function and operate even if the coronavirus or other similar threat or emergency makes meeting in-person dangerous or impossible; and

WHEREAS, the Council therefore wishes to adopt the emergency meeting procedures set forth herein; and

WHEREAS, the Council further finds and determines that the emergency meeting process established hereby is necessary to the immediate preservation of the public health and safety and that this ordinance should therefore become effective upon adoption, as authorized by C.R.S. § 31-16-105.

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

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

Section 2. Article II of Chapter 2 of the Code, concerning the City Council, is hereby amended by the addition of a new Section 2-22, to read in its entirety as follows:

Sec. 2-22. Remote meetings; emergency authorization; limitations.

(A) Notwithstanding any other provision of this Article II, Chapter 2 to the contrary, in the event that a quorum of the Council is unable to meet at the day, hour, and place established by this Article, or under a special meeting notice, because meeting in-person is not practical or prudent due to a health pandemic or other emergency affecting the City, meetings may be conducted solely by audio or audio/visual communications if all of the following conditions are met:

- (1) The City Administrator, the Mayor or three (3) or more Council members determine that meeting in person is not practical or prudent, because of a health pandemic or other emergency affecting the City;
- (2) All members of the Council can hear one another and can hear and/or read all discussion and offered documentation;
- (3) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some or all members of the City Council may participate by audio or audio/visual means of communication, the right of the public to attend the meeting from another location, and the information necessary to allow for such participation;

- (4) All votes are conducted by roll call; and
- (5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection
- (B) Notwithstanding any other provision of this Article II, Chapter 2 to the contrary, participation in a meeting by audio or audio/visual means in accordance with this Section 2-22 shall count towards the calculation of a quorum and shall not constitute an absence for purposes of Section 2-21 hereof.

Section 3. Article I of Chapter 5 of the Code, concerning the City Planning Commission, is hereby amended by the addition of a new Section 5-6, to read in its entirety as follows:

Sec. 5-6. Remote meetings; emergency authorization; limitations.

- (A) Notwithstanding any other provision of this Article I, Chapter 5 to the contrary, in the event that a quorum of the Commission is unable to meet at the day, hour, and place established by this Article, or under a special meeting notice, because meeting in-person is not practical or prudent due to a health pandemic or other emergency affecting the City, meetings may be conducted solely by audio or audio/visual communications if all of the following conditions are met:
 - (1) The City Administrator or the Mayor determines that meeting in person is not practical or prudent, because of a health pandemic or other emergency affecting the City;
 - (2) All members of the Commission can hear one another and can hear and/or read all discussion and offered documentation;
 - (3) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some or all members of the Commission may participate by audio or audio/visual means of communication, the right of the public to attend the meeting from another location, and the information necessary to allow for such participation;
 - (4) All votes are conducted by roll call; and
 - (5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection
- (B) Notwithstanding any other provision of this Article I, Chapter 5 to the contrary, participation in a meeting by audio or audio/visual means in accordance with this Section shall count towards the calculation of a quorum and shall not constitute an absence for purposes of Section 5-4 hereof.

Section 4. Article II of Chapter 5 of the Code, concerning the City Variance Board, is hereby amended by the addition of a new Section 5-16, to read in its entirety as follows:

Sec. 5-16. Remote meetings; emergency authorization; limitations.

- (A) Notwithstanding any other provision of this Article II, Chapter 5 to the contrary, in the event that a quorum of the Board is unable to meet at the day, hour, and place established by this Article, or under a special meeting notice, because meeting in-person is not practical or prudent due to a health pandemic or other emergency affecting the City, meetings may be conducted solely by audio or audio/visual communications if all of the following conditions are met:
- (1) The City Administrator or the Mayor determines that meeting in person is not practical or prudent, because of a health pandemic or other emergency affecting the City;
 - (2) All Board members can hear one another and can hear and/or read all discussion and offered documentation;
 - (3) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some or all members of the Board may participate by audio or audio/visual means of communication, the right of the public to attend the meeting from another location, and the information necessary to allow for such participation;
 - (4) All votes are conducted by roll call; and
 - (5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection
- (B) Notwithstanding any other provision of this Article II, Chapter 5 to the contrary, participation in a meeting by audio or audio/visual means in accordance with this Section shall count towards the calculation of a quorum and shall not constitute an absence for purposes of Section 5-14 hereof.

Section 5. Article III of Chapter 5 of the Code, concerning the City Historic Preservation Review Commission, is hereby amended by the addition of a new Section 5-26, to read in its entirety as follows:

Sec. 5-26. Remote meetings; emergency authorization; limitations.

- (A) Notwithstanding any other provision of this Article II, Chapter 5 to the contrary, in the event that a quorum of the Commission is unable to meet at the day, hour, and place established by this Article, or under a special meeting notice, because meeting in-person is not practical or prudent due to a health pandemic or other emergency affecting the City, meetings may be conducted solely by audio or audio/visual communications if all of the following conditions are met:
- (1) The City Administrator or the Mayor determines that meeting in person is not practical or prudent, because of a health pandemic or other emergency affecting the City;

- (2) All Commission members can hear one another and can hear and/or read all discussion and offered documentation;
 - (3) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some or all members of the Commission may participate by audio or audio/visual means of communication, the right of the public to attend the meeting from another location, and the information necessary to allow for such participation;
 - (4) All votes are conducted by roll call; and
 - (5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection
- (B) Notwithstanding any other provision of this Article III, Chapter 5 to the contrary, participation in a meeting by audio or audio/visual means in accordance with this Section shall count towards the calculation of a quorum and shall not constitute an absence for purposes of Section 5-24 hereof.

Section 6. 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 7. 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.

Section 8. Emergency declaration. Pursuant to C.R.S. § 31-16-105, the Council finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of the public health and safety as an emergency measure to allow the Council and the City to continue to function in the face of a health pandemic or similar emergency situation that makes it impossible or dangerous to conduct meetings face-to-face. The City must be equipped to continue to provide its citizens and businesses with City services and functions in such emergency circumstances. This ordinance shall be effective immediately upon its adoption.

MOVED, SECONDED AND ADOPTED BY THE AFFIRMATIVE VOTE OF THREE-FOURTHS OF THE MEMBERS OF THE CITY COUNCIL THIS 23rd DAY OF MARCH, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 4, Series 2020

AN ORDINANCE AMENDING SECTION 5-1 OF THE IDAHO SPRINGS MUNICIPAL CODE, CONCERNING PLANNING COMMISSION MEMBERSHIP, TO AUTHORIZE THE PROMOTION OF ALTERNATE MEMBERS TO FILL REGULAR MEMBER VACANCIES

WHEREAS, pursuant to C.R.S. §§ 31-23-202 and 31-23-306, the City Council ("Council") of the City of Idaho Springs ("City") possesses the authority to create and manage the membership of a City planning commission; and

WHEREAS, under this authority, the Council has previously acted to create and define the terms and eligibility for office on the Idaho Springs Planning Commission ("Commission"), codified as Section 5-1 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, Code Section 5-1 currently requires the Council to appoint regular members and alternate members to the Commission, alternate members authorized to participate only in the absence of regular members; and

WHEREAS, the Code does not currently authorize a process by which an alternate member may automatically ascend to a regular member in the event a regular member's seat becomes vacant; and

WHEREAS, the Council finds that the alternate Commission members provide a valuable volunteer resource to the City and, by their service, demonstrate a level of commitment to public service and develop a background knowledge of planning and development issues in the City; and

WHEREAS, the Council therefore wishes to authorize a process by which alternate members may choose to be promoted to regular membership when a regular member's seat is vacated before the end of his or her term.

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

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

Section 2. Section 5-1 of the Code, is hereby amended as follows:

Sec. 5-1. Creation, membership.

- (A) Pursuant to state law, there is hereby created a Planning Commission for the City (herein the "Commission"). The Planning Commission shall consist of five (5) members and two (2) alternates, who may include the Mayor and any other member of the City Council. An alternate member may act in the absence of a regular member. Members of the Planning Commission and the alternates shall be appointed by the City Council and must be residents of the City.

(B) The members of the Commission shall serve staggered terms of four (4) years, expiring on February 28 of each year.

(C) When the office of a regular member becomes vacant before the expiration of its term, the longest-tenured alternate member shall be given the first opportunity to fill said vacancy. If the longest-tenured alternate member declines that opportunity, the second alternate member shall be extended the same opportunity. If neither alternate member chooses to fill the vacancy, the Council shall fill the regular member vacancy by appointment. If an alternate member seat is vacated under this subsection (C), the Council shall fill the alternate seat by appointment.

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 24th day of February, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd day of March, 2020.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

	A	D	E	F	G	H	I	J	K	L	M	N	O
1	CITY OF IDAHO SPRINGS, COLORADO												
2	2020 Monthly Financial Report												
3	February, 2020												
4			01-Feb-20										29-Feb-20
5	<u>Fund</u>		<u>Beginning Cash</u>		<u>Receipts</u>		<u>Transfers In</u>		<u>Disbursements</u>		<u>Transfers Out</u>		<u>Ending Cash</u>
6	Water Fund												
7		Water Operating	\$510,772		\$0		\$0		(\$3,855)		\$0		506,917
8		Water CIP	\$265,610		\$0		\$0		\$0		\$0		\$265,610
9	Total Water		\$776,382		\$0		\$0		(\$3,855)		\$0		\$772,527
10													
11	Wastewater Fund												
12		Wastewater Operating	\$583,885		\$0		\$0		(\$26,720)		\$0		\$557,165
13		Wastewater CIP	(\$3,136,827)		\$1,183,130		\$0		\$0		\$0		(\$1,953,697)
14	Total Wastewater		(\$2,552,942)		\$1,183,130		\$0		(\$26,720)		\$0		(\$1,396,532)
15													
16	General		\$1,664,458		\$11,926		\$0		(\$35,731)		\$0		\$1,640,653
17	Sales Tax Improvement		\$3,073,314		\$37,999		\$0		\$0		\$0		\$3,111,313
18	Conservation Trust		\$60,316		\$293		\$0		\$0		\$0		\$60,609
19	Storm Water Utility		\$115,789		\$0		\$0		(\$100,000)		\$0		\$15,789
20	Hanson Cemetery Trust		\$9,404		\$0		\$0		\$0		\$0		\$9,404
21	Cemetery Trust		\$101,085		\$293		\$0		\$0		\$0		\$101,378
22	Police Pension		\$2,758		\$0		\$0		(\$1,147)		\$0		\$1,611
23	TOTAL - FUNDS		\$5,027,124		\$1,233,641		\$0		(\$167,453)		\$0		\$4,316,752.60
24													
25	1% Street Sales Tax/Bonds		\$2,955,781		\$0		\$0		(\$505,224)		\$0		\$2,450,556
26	Ramp Fund		\$1,079,283		\$281				\$0		0		\$1,079,563
32											\$0		\$7,846,872
35	BANK/CASH SUMMARY												
36					Bank Accts		Petty Cash						
37					Operating/Investments		& Court				Total		
38	Operating Checking				366,621.88						366,621.88		
39	Money Market				2,660,615.57						2,660,615.57		
40	Payroll Checking				1,102,756.85						1,102,756.85		
41	Colotrust				478,408.15						478,408.15		
42	CSAFE				2,498,509.03						2,498,509.03		
43	Petty Cash (All Depts.)						3,900.00				3,900.00		
50	Returned check uncollected				1,173.01		0.00				1,173.01		
52	TOTAL				7,108,084.49		3,900.00				7,111,984.49		
53	CSAFE Street Bonds				522,653.86						522,653.86		
54	COLOTRUST Ramp Account				201,165.28						201,165.28		
55	TOTAL				7,846,871.96		3,900.00				7,835,803.63		

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: March 23, 2020
Subject: Administrative Update

Requests for Action:

- Motion to approve a proposal from Ramey Environmental Compliance, Inc. in the amount of \$4,139.92 per month to provide Operator Responsible in Charge (OIC) duties for the water and wastewater systems as well as weekly construction meeting services.
- Motion to approve a proposal from Community Matters Institute in the amount of \$100 per hour for all general planning services and \$125 per hour for all development review services.

Updates:

- Attended on March 9 the farewell lunch for Police Officer Brian Collins.
- John and I attended on March 10 the weekly progress meeting for the Wastewater Treatment Expansion Project.
- Alan, Jon and I attended on March 10 the monthly meeting of the Historic Preservation Commission.
- Attended on March 11 a CDOT progress meeting for the I-70 Westbound Peak Period Shoulder Lane Project.
- Met on March 13 with the Mayor and staff regarding Coronavirus (COVID-19) contingency planning.



Ramey Environmental Compliance, Inc.
Management and Operation Solutions for
Water and Wastewater Treatment
303-833-5505

PO Box 99, Firestone, Colorado 80520
email: contact.us@RECinc.net
www.RECinc.net

March 17, 2020

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

Re: Proposal for ORC and Consulting Services

Dear Mr. Marsh,

Ramey Environmental Compliance, Inc., (REC), sincerely appreciates the opportunity to present this Letter of Proposal to provide ORC duties for the water and wastewater treatment systems as well as a weekly construction meeting services to the City of Idaho Springs (COIS).

SCOPE OF SERVICES

Contract ORC Services

- A. Licenses: Class A Operator, Class A Wastewater, Class 4 Distribution and Collection Operator
- B. Site visit one time per week to ensure operations are in compliance.
- C. Assist Town staff with plant operation decisions.
- D. Complete and submit monthly reporting required by CDPHE (MOR, NetDMR).
- E. Present for all State inspections, however; time will be billed separately.
- F. Availability 24/7 for emergencies or other correspondence.

Monthly base cost – one site visit per week for ORC plus one site visit a week for construction management	\$3,942.78
Monthly 5% fuel surcharge	\$ 197.14
Total monthly costs	\$4,139.92
Additional Operational Tasks/Site Visit per hour plus mileage.	\$ 110.00/hr.
Emergencies – 2hr min, plus mileage	\$ 165.00/hr.
Consulting Services	\$ 140.00/hr.
Management Services	\$ 110.00/hr.

If this proposal letter is acceptable, please sign and return by fax to the number listed above. Upon receipt a contract will be forwarded.

Should you have any questions or wish to discuss any modification of the Scope of Services, please contact me at 303-833-5505.

Respectfully Submitted,

R. Wayne Ramey

R. Wayne Ramey,
President

Cc: Client proposal

=====

Accepted by: City of Idaho Springs

Signature

Print Name and Title

Date

Effective Starting Date of Services

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 23rd day of March, 2020 by and between the City of Idaho Springs, a Colorado municipality (the "City"), and Community Matters Institute, an independent contractor ("Contractor").

WHEREAS, the City requires certain services; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA

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

III. COMPENSATION

A. In consideration for serving as the Interim Community Development Planner as outlined in Exhibit A, the City shall pay Contractor:

At the rate of one-hundred dollars (\$100) per hour for all general planning services and one-hundred twenty-five dollars (\$125) per hour for all development review services.

B. At intervals determined appropriate by Contractor, Contractor shall invoice the City for services rendered. Upon receipt of such invoices, the City shall make payment in full within thirty (30) days.

C. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

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

V. PROFESSIONAL RESPONSIBILITY

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

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

C. The Consultant is serving as Interim Community Development Planner and hereby assigns Barbara A. Cole and Michael J. Davenport as the two professionals to fulfill this role. Robert C. Haywood, an economic development specialist shall also be available if such expertise is required. The City understands that Barbara A. Cole has obligations that may require her absence for a period of 21+/- days, in which case Michael Davenport will assume her responsibilities for this time.

VI. INSURANCE

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

B. Contractor maintains, at its own cost, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor maintains the insurance coverages listed below, with forms and insurers acceptable to the City:

1. Worker's Compensation insurance as required by law.
2. General Liability insurance with minimum combined single limits of Commercial \$150,000 single occurrence/\$600,000 aggregate.
3. Automobile Combined Single Limit (\$600,000).
4. At the City's request, the Consultant shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

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

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

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

VII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. The consultant shall not be held liable

for any contracts entered into by the City with other consultants and their subcontractors.

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on December 31, 2020, or (c) upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

IX. INDEPENDENT CONTRACTOR

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

X. MISCELLANEOUS

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

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

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

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

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

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

Contractor: Community Matters Institute
ATTN: Executive Director
5021 Juniper St.
Littleton, CO 80123

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

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

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

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

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

K. ARTICLE X, SECTION 20/TABOR. The parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated,

budgeted, and otherwise made available in accordance with the rules and regulations of the City of Idaho Springs and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the City's failure to appropriate such funds, this Agreement shall automatically terminate.

L. Work By Illegal Aliens Prohibited

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

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

CITY OF IDAHO SPRINGS

Michael Hillman, Mayor

ATTEST:

Diane Breece, City Clerk

CONTRACTOR

By: _____
Print name, title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

A1. Summary:

The Community Matters Institute (CMI) shall serve as the Interim Community Development Planner for the City of Idaho Springs, Colorado. Barbara Cole and Mike Davenport shall provide planning services to include development review and general planning expertise for the purposes of managing and carrying out the services of the Community Development Department (hereinafter "Department"). Any additional professional hours shall only be at the direction of the City Administrator.

A2. Schedule:

This contract shall commence on the 23rd of March, 2020 and shall terminate on the 31st of December, 2020. The Parties may extend the schedule by mutual agreement.

A3. Goal:

The overall goal is to direct, manage and provide planning services to the City of Idaho Springs.

A4. Services:

CMI will provide the following services:

1. Assume overall responsibility for the Department work products and services, including the areas of planning, development review, regulation, board support, and management of assigned projects.
2. Administer and manage daily operations.
3. Prepare, monitor, and control the budget of the Department.
4. Provide support to City boards directly related to the services of the Department.
5. Serve as representative of the Department to the City Administrator, other City employees, City boards, and the public.
6. Provide reports and presentations related to the work of the Department.
7. Manage consulting contracts for planning-related services.

A5. Expected Outcomes/Deliverables:

1. Maintain planning services at a level consistent as provided for in the approved budget of the Department.
2. Prior to the conclusion of the contract, provide a report of findings and recommendations regarding functions and operation of the Department.



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

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: MARCH 23 2020
Re. STAFF REPORT

STREETS & PARKS

General park maintenance
Equipment repair & services
Pothole repair
Sweeping
Fertilizing parks in anticipation of spring and summer.

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter repairs
Manhole inspections

WATER & WASTEWATER

Progress continues on the construction of the new plant; the deck of the head works building has been poured and allowed to cure to an acceptable level to start the installation of the meatal building on top of the deck.

The installation of the non-potable water and the waste activated slug line has been completed. These lines run from the new headworks building to the pre-eq basins at the old plant.

JOHN BORDONI