



**NOTICE AND AGENDA OF A  
WORK SESSION  
Idaho Springs City Council  
March 01, 2021  
6:00 p.m.**

- ❖ **COMBA proposal for VCMP Trail construction**
- ❖ **Inclusionary Housing Ordinance (tabled)**
- ❖ **COVID-19 dial changes**

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



## Idaho Springs City Council Communication

To: City Council  
From: Jonathan Cain, Assistant City Administrator  
Date: March 1, 2021  
RE: Virginia Canyon Mountain Park (VCMP) Update

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The Public Private Development Agreement with the Argo development team provides the City with \$400,000 in advanced fees from future gondola ticket sales to jump start the construction of trails in VCMP. The City has applied for three grants using these funds as city match (the City's contribution to the project): The Great Outdoors Colorado (GOCO) Resilient Communities grant, the Colorado Parks and Wildlife (CPW) Non-Motorized Trails grant, and a federal Land and Water Conservation Fund (LWCF) grant through CPW. After discussion with CPW, the City decided to focus our efforts on the GOCO Resilient Communities grant and the CPW Non-Motorized Trails grant.

The City has been recommended for approval to the CPW Board in March for the Non-Motorized Trails grant (\$249,487). We will also hear by March 12 whether or not we are awarded the GOCO Resilient Communities grant (\$378,672). If we receive both grants, we will have \$1,028,159 (including the \$400,000 from Argo) to build approximately 10 miles of trails in VCMP.

The Colorado Mountain Bike Association (COMBA) has been working closely as a partner with the City on the VCMP trails program from the beginning of the project, and the City and COMBA entered into a Memorandum of Understanding (MOU) that was approved by City Council on August 10, 2020 (copy attached). They have the expertise required to ensure that the trails in VCMP are built properly to specifications and have offered their services to manage the construction of the trails. Their scope of work will include assisting the City in drafting Request for Proposals (RFP) documents for trails construction, contacting qualified trail building contractors to discuss the project and timing, consulting with the City on contractor selection and contract agreements, and assisting in the management of construction once a contractor has been selected. A copy of COMBA's project management proposal is attached.

The City will be notified in the next couple weeks regarding formal awards for the CPW Non-Motorized Trails grant and the GOCO Resilient Communities grant, and we will need to publish soon an RFP for services in order to select a qualified contractor and allow them to mobilize for construction this summer. If we do not receive one or both of these grants, we will still have the \$400,000 from Argo in advanced fees from future gondola ticket sales, and a decision can be made by City Council whether or not to still pursue some trail construction in VCMP this summer. City Staff will provide an update to City Council as soon as we are notified of our status regarding our outstanding grant applications.

**City Staff recommends** that City Council approve at its regular meeting on March 8 the proposal from COMBA to assist in the management of this project and to begin preparing materials for an RFP for trails construction in VCMP this summer.

February 24, 2021

Andrew J Marsh, City Administrator  
City of Idaho Springs

Dear Mr. Marsh,

We are excited to be entering the construction phase of the Virginia Canyon Mountain Park in Idaho Springs! As you know, COMBA has been a constant advocate and partner with the City on this project since early in 2017. Through careful work by the steering committee and steady guidance from the City, I believe we have an amazing master plan for trails and look forward to seeing the dream fully realized.

To that end, I would like to offer COMBA's services in managing the construction of the trails. We have considerable experience in this part of the project process and feel that we can be of substantial benefit to the City's staff in managing this complex construction effort. Here are the next steps and the services that we can provide:

Project Preparation

- Draft the required Requests For Proposal for the City's review and approval
- Assist the City in publishing the RFPs as needed on RM BidNet and PTBA
- Contact qualified trail building contractors to discuss the project and timing, and identify needed materials and logistics
- Conduct site walkthrough(s) with interested contractors
- Consult with the City on contractor selection and contract agreements
- Sub-contracting for specific project preparation skills as needed

Construction Management

- Prepare construction documents
- Ensure trail corridors are fully flagged
- On-site construction management and contractor oversight
- Compliance with grant requirements
- Contractor invoice review & approval
- Volunteer contributions per grant applications
- Trail construction quality control and punch lists
- Sub-contracting for specific construction management skills as required

We will be working with the City in adhering to the grant contracts and assisting in managing the budget. Per the grant application budget requests, our fee for this work will be charged at \$100/hour.

Sincerely,

Gary Moore, Executive Director  
Colorado Mountain Bike Association

**Memorandum of Understanding (MOU)**  
**Between**  
**Colorado Mountain Bike Association (COMBA)**  
**And**  
**City of Idaho Springs (City)**

**Purpose:**

This agreement sets forth guidelines that govern how COMBA and the City will work together to design, construct and maintain multi-use non-motorized trails managed by the City. While no specific trail work is described herein, this MOU lays the groundwork for a successful relationship between COMBA and the City.

**It is Mutually Agreed that:**

1. COMBA and the City will work together to plan, design, construct, maintain and/or improve specific trails identified by the City as appropriate for such joint work.  
**The final authority for all decisions concerning the trails belongs to the City.**
2. COMBA and the City will agree to specific dates on which COMBA will perform mutually agreed upon activities for the City pursuant to this MOU. No work may be performed on any City-managed trails by COMBA or persons COMBA has engaged unless approved in advance by the City.
3. Except as may be expressly agreed by the City and COMBA in writing, all services that COMBA provides pursuant to this MOU will be provided by volunteers, expressly acting as such, at no cost to the City. This includes, but is not limited to, such things as planning and design assistance, trail assessments, documentation, trail construction, and maintenance activities (including organization of and carrying out volunteer work parties), etc.
4. The City may agree to pay COMBA for services on an exception basis from time to time, which requires a separate, written agreement for each activity.
5. Except as may be expressly agreed by the City and COMBA in writing, all work performed by COMBA pursuant to this agreement will be performed by personal labor and hand tools only.
6. Power Machines such as a mini-excavator, mini-skid steer, or mini-dozer (the machines):
  - a. The City agrees COMBA may use the machines notwithstanding the limitation to personal labor and hand tools referenced above. COMBA represents and warrants that the machines will be operated only by an experienced operator trained to operate that machine, and with appropriate experience.
  - b. The machine will not be operated without the presence of another volunteer additional to the machine operator.

- c. COMBA and its operator use the machine at their sole risk. The City is not responsible for any personal injury or property damage to the equipment or any persons as a result of COMBA's use of the machine.
  - d. The City agrees to provide or reimburse COMBA for the cost of diesel fuel for the machines performing the work, upon presentation of receipts for fuel purchases and any other documentation deemed adequate in the discretion of the City.
  - e. Additional compensation may be paid to COMBA to help offset costs associated with machine operation, rental, repair or maintenance at the discretion of the City.
7. COMBA shall purchase, and maintain throughout the course of its performance under this agreement, such insurance written by companies authorized to do insurance business in the State of Colorado as will protect COMBA from claims which may arise out of or result from COMBA's operations under the Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, with coverage as follows:
- a. Worker's Compensation and Employer's Liability Insurance in amounts and coverage as required by the laws of Colorado.
  - b. Commercial General Liability Form of insurance with bodily injury and property damage liability limits of not less than \$387,000 for any one person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence. COMBA will have the City named an additional insured on its general liability insurance policy and provide a certificate of its being an additional insured before beginning work.
  - c. Automobile Liability form of insurance with bodily injury and property damage liability limits of not less than \$387,000 for any one person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence.
8. For liability insurance coverages, before COMBA may commence any Work under this Agreement, COMBA must provide a certificate, in a form satisfactory to the City, showing that the coverage will not expire or be terminated without first giving the County thirty days' notice thereof.
9. A City Volunteer Notification & Waiver of Liability form must be signed by each volunteer prior to that individual performing work on City-maintained or managed trails. The minimum age of volunteers is 14 years old, and any person under the age of 18 must have a parent or guardian sign the Waiver of Liability form on their behalf. No volunteers under the age of 18 may utilize power tools.
10. Principal contacts of the respective parties for the performance of this MOU are:
- a. David Knox, COMBA Trial Coordinator for the City
  - b. Jonathan Cain, Assistant City Administrator

**City Agrees:**

- 1. To collaborate with COMBA to identify and prioritize appropriate trail construction and maintenance activities suitable for COMBA's volunteer

assistance program.

2. To move plans and approvals through City processes in a timely manner.
3. To pay authorized expenses for materials required for trail construction and maintenance, directly or by reimbursing COMBA.
4. To review and approve project, design, construction, and maintenance plans as necessary.
5. To keep COMBA informed of management or policy changes that affect trail management or access.
6. To share relevant information as requested by COMBA to perform their agreed upon activities, for example, existing data/studies (EIS, surveying, GIS)
7. To pursue/facilitate local relationships, for example, easements from adjoining property owners and/or land managers, as necessary.

**COMBA Agrees:**

1. To assist with trail design, construction and maintenance within the prescribed specifications as described by the latest City Trail Design & Build Guidelines.
2. To provide leadership & organizational structure for COMBA volunteers.
3. To share relevant information and documents related to trail assessments, design, construction and maintenance activities.
4. To provide the City with documentation detailing work to be performed on specific dates and secure written approval for that work from the City prior to performing such work.
5. To provide crew leaders, volunteers, resources, and tools.
6. To determine means and methods to perform the agreed upon activities by the volunteers.
7. When deemed appropriate, to recommend contractors whose services can facilitate or support COMBA volunteer activities.
8. COMBA or individual volunteers will be responsible for transportation of volunteers to the trail head or work staging area.
9. To train and instruct their volunteers on City trail construction and maintenance techniques per the latest City Trail Design & Build Guidelines.
10. To perform a risk assessment for each project and notify both the volunteer and the City of any potential risk associated with the project. To address other safety concerns such as vehicular traffic, improper tool usage and weather as necessary during a project.
11. To require each volunteer to provide an adequate personal supply of water for proper hydration.
12. To keep the City informed of organizational changes that may alter COMBA's role.
13. To seek private and corporate donations as well as grants typically available to nonprofit organizations.
14. To make recommendations for qualified partners (e.g., IMBA, etc.)
15. To the maximum extent allowed by law, to waive all claims against the City for loss,

damage and costs of any nature whatsoever arising from or relating to the parties' activities pursuant to this MOU.

16. To hold harmless, indemnify and defend the City from all claims for loss, damage or expense of any nature whatsoever by a volunteer who did not complete a City Volunteer Notification & Waiver of Liability form before performing work pursuant to this MOU, whose claim arises from or relates in any way to such work.

**MOU Term:**

This MOU shall remain in place until December 31, 2020. It will automatically renew for subsequent terms of one year, not to exceed 4 such renewal terms, commencing on January 1 and ending on December 31 of each succeeding year, until cancelled by one party giving the other at least 30 days written notice of its intent to terminate.

**Budget/Appropriation:**

Notwithstanding anything to the contrary contained in this Agreement, the City shall have no obligations under this agreement, nor shall any payment be made to COMBA or anyone else, in respect of any period of Work performed after any December 31 of each calendar year during the term of this agreement, without an appropriation therefor by the City in accordance with a budget adopted by the City Council of the City of Idaho Springs in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. Section 29-1-101 et seq.), and the TABOR Amendment (Constitution, Article X, Section 20).

The parties have entered into this MOU as of this 1st day of September, 2020.

Colorado Mountain Bike Association

By: Gary Moore

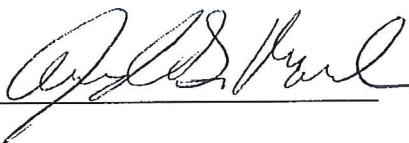
Signature: Gary Moore

Title: Executive Director

Date: September 1, 2020

City of Idaho Springs

By: Andrew Marsh

Signature: 

Title: City Administrator

Date: September 1, 2020

*Approved by City Council on August 10, 2020*



**FOR IMMEDIATE RELEASE**

Georgetown, CO

February 25, 2021

***Stay Healthy. Stay Informed.***

**Contact:** Christine Crouse, Clear Creek County  
COVID-19 Public Information Officer

**Phone:** 303-679-2424

**Email:** [christine.crouse@colostate.edu](mailto:christine.crouse@colostate.edu)

**STATE MOVES CLEAR CREEK COUNTY TO LESS RESTRICTIVE COVID-19 DIAL LEVEL: BLUE - CAUTIOUS**

Effective Friday, February 26 at 6:00am, the Colorado Department of Public Health and Environment (CDPHE) will move Clear Creek County to the less restrictive Dial Level: Blue – Cautious.

Reports Clear Creek County Public Health Director Dr. Timothy Ryan, "We have received and reviewed our testing data from the past three weeks and based on our lower COVID-19 incidence rate, we were recently informed that the County will be moved to the less restrictive Blue level." For the past two weeks, Clear Creek County has been in the State's Safer at Home Dial Level Yellow – Concern.

One of the most notable differences between the Yellow and Blue levels is restaurant capacity. In Blue, indoor restaurant capacity is increased to 50% or 175 people (or up to 225 people using the capacity calculator). Gyms/Fitness Facilities and Personal Services can also increase to 50% capacity or 175 people.

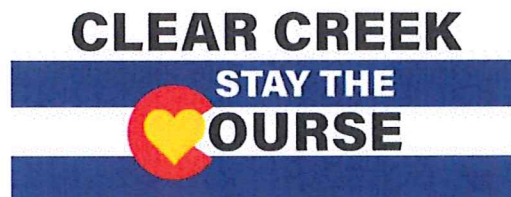
For more information on Dial 2.0, including detailed guidelines and restriction changes for all business sectors, visit <https://covid19.colorado.gov/covid-19-dial>.

Says Dr. Ryan, "Community efforts of social distancing, wearing a mask and avoiding in-person gatherings have made it safer for everyone. However, I would continue to caution the restaurants to take additional measures to ensure the safety of all with the increase in occupancy."

Earlier in February, CDPHE introduced a new version of the COVID-19 Safer at Home dial called Dial 2.0. This tool allows Colorado to balance the ongoing need to contain the COVID-19 virus with the need for localized guidance during the pandemic.

For more information on Clear Creek County testing, vaccinations, monthly Virtual Town Halls and other local COVID-19 resources, visit our website at [www.clearcreekcounty.us/covid19](http://www.clearcreekcounty.us/covid19).

Until the majority of the population is vaccinated, the best way to keep our community healthy is to avoid in-person social gatherings and when in public, wear a mask, keep your distance from others and practice good personal hygiene.



**Stay Healthy. Stay Informed. Stay Open.**

[clearcreekcounty.us/covid19](http://clearcreekcounty.us/covid19) | Facebook: ClearCreekCountyCOgov

Join our monthly VIRTUAL TOWN HALLS on second Thursdays from 6pm-7pm, via Zoom or Facebook

# COVID-19 DIAL LEVEL UPDATE TO CLEAR CREEK COUNTY BUSINESSES



DATE: February 25, 2021  
FROM: Dr. Timothy Ryan, County Public Health Director  
TO: All Clear Creek County Businesses

Effective Friday, February 26 at 6:00am, based on our lower COVID-19 incidence rate for the past three weeks, the Colorado Department of Public Health and Environment (CDPHE) will move Clear Creek County to the less restrictive **Dial Level: Blue – Cautious.**

For more information on the new Dial 2.0, including detailed restriction changes and guidelines for all business sectors, please visit: <https://covid19.colorado.gov/covid-19-dial>.

## Level Blue restrictions include:

- Restaurants may operate at 50% indoor capacity or 175 people (or up to 225 using capacity calculator).
- Last call for on-premise alcohol is moved from 11pm to 12am. Bars remain closed.
- Gyms and Personal Services may operate at 50% capacity or up to 175 people indoors.
- Indoor events are permitted with a capacity of 50% or 175 people with 6-foot distancing.
- Outdoor events are permitted with a capacity of 50% or 250 people with 6-foot distancing.
- Offices may operate at 50% capacity with remote work strongly encouraged.

We appreciate the efforts that members of our community have taken to help slow the spread of COVID-19. As Clear Creek County continues to stay the course, please continue to **avoid social gatherings with those not in your immediate household; and when in public, wear a mask, maintain 6 feet of physical distancing, and practice good hygiene.**

For questions and additional information, contact:

Rebecca Abrahamson  
Public Health Consumer Protection Specialist  
720-476-0283

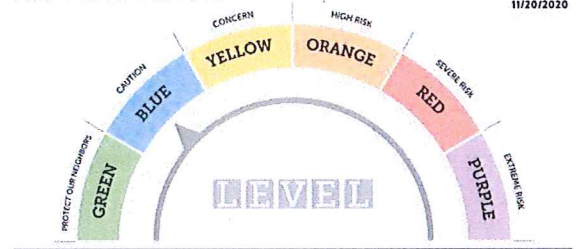
[rabrahamson@clearcreekcounty.us](mailto:rabrahamson@clearcreekcounty.us)

## STATUS DIAL

CURRENT LEVEL OF PROTECTION



Effective date:  
11/20/2020



## LEVEL BLUE: CAUTIOUS



### GUIDELINES AND RESTRICTIONS



**P-12 Schools**  
In-person



**Group Sports & Camps**  
50 person capacity per activity



**Higher Education**  
In-person



**Critical & Non Critical Retail**  
50% capacity



**Restaurants**  
Indoors: 50% capacity or 175 people (or up to 225 with calculator) †  
OUTDOORS: 6ft between parties outdoors, per local zoning



**Personal Services**  
50% capacity or 50 people †



**Offices**  
50% capacity



**Indoor Events & Entertainment**  
UNSEATED: 50% capacity or 175 person capacity †  
SEATED: 50% capacity or 175 people (or up to 225 with calculator) †



**Bars**  
Closed



**Outdoor Events & Entertainment**  
50% capacity or 250 people †



**Gyms/Fitness**  
50% capacity or 175 people †



**Outdoor Guided Services**  
50% capacity or 25 people †

**STAY HEALTHY. STAY INFORMED. STAY OPEN.**

[www.clearcreekcounty.us/covid19](http://www.clearcreekcounty.us/covid19) | Facebook: ClearCreekCountyCOgov

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