



CITY OF IDAHO SPRINGS
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NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, February 05, 2024 – 5:30 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY February 5th 2024 5:30 p.m.**

- ❖ Riversound Project Update
- ❖ Parking Management RFP
- ❖ Building Services RFP

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

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

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

TO: Mayor and City Council
CC: City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain
PREPARED BY: Maria Schanhals, Best and Brightest Fellow
DATE: February 5, 2024
SUBJECT: Parking Management Scope of Services
ATTACHMENTS: Scope of Service



REQUEST FOR DIRECTION

Should City Staff issue an RFP for Parking Management Services with a scope of service including the amendments suggested below?

BACKGROUND

The City of Idaho Springs was approached by Interstate Parking in 2019 to pilot a paid parking management program that includes paid parking for visitors as well as permitted parking for City Residents and City Employees. Parking management has never been put out for bid in Idaho Springs; however, it is best practice to regularly send out contracted services such as parking management out for bid.

Since that time, Staff has gained significant experience and feedback regarding the management of this program. Staff has developed a modified scope of services for parking management in Idaho Springs based on this information as well as research into programs in other communities.

RECOMMENDED UPDATES TO SCOPE OF SERVICES FOR PARKING MANAGEMENT

Staff recommends the following updates to the City's current scope of services for parking management:

- Removed the 20-cent fee per transaction for payment via tap and explore QR codes. This fee and any other backend fees should be paid by the Contractor.
- Added a required report reflecting the total number of Warnings and Violations that were issued in error and/or voided in addition to reports already required by the current Scope.
- Potential to update the rate for work done by City Staff regarding Administration of Paid or Permitted Parking Management or in relation to the installation, maintenance, and upkeep of required elements of the paid parking system from \$50/hour
- Added a clause specifying that City must have access to Contractor software/database as well as authorization to add/modify permits, view outstanding Violations, view Grievances, and other functions as deemed appropriate by the Contractor and the City.
- Added a clause specifying that the Contractor will have a customer-facing office within City Limits with dedicated supervisory personnel presence employed by the Contractor during paid parking hours.
- Added a clause requiring that the Contractor will have a dedicated customer service phone line and email address. Inquiries received by 12:00 p.m. will be returned on the business day they were received, and inquiries received after 12:00 p.m. will be returned on the following business day.

- Failure to meet these response times shall not constitute a breach of this Agreement until the 4th occurrence in a calendar month.
- **Request for direction:** Does the City want to require a call and email log?
- Removed strict uniform requirements.
- **Request for direction:** Does the City want to change the section regarding Grievances to add response time specifically for residential complaints?
- Removed the section regarding fee structure.
- **Request for direction:** Does the City want to put parking fees in the City fee schedule so that it can be documented there?
- Enforcement – Currently the contractor only writes violations for paid parking infractions.
Request for Direction: should the contractor be given the ability to write for code enforcement rules (loading zone infractions, parking the wrong way, etc.)?
- Added a clause that the Contractor must present a technology solution that adequately enforces parking rules and is subject to change at the discretion of the City.
 - Additionally, the City reserves the right to require the Contractor to provide supplementary equipment to ISPD as necessary to assist with after-hours enforcement.
- Added a clause stating that the City reserves the right to require any maintenance to the parking facilities and signage at any time in addition to what is required by the Scope of Services.
- Removed all specific language regarding what is required of the Parking website. Instead, added the following clause:
 - The Contractor will provide a regularly updated Website that is designed in collaboration with and approved by the City.

NEXT STEPS

Based on Council Direction, Staff will finalize the Scope of Services document and prepare a request for proposals to be published in the near future.



City of Idaho Springs Scope of Service Parking Management Services

1. Definitions.

- a) "Ambassador" means an employee of ~~Interstate Parking~~ the contracted firm tasked with enforcing parking regulations and providing associated customer services to visitors of the City of Idaho Springs.
- b) "City Resident" refers to an individual residing within the Idaho Springs City Limits.
- c) "County Resident" refers to an individual residing outside the Idaho Springs City Limits but inside Clear Creek County.
- d) "Guest" refers to an individual staying or visiting a City resident for a short period of time.
- e) "Parking Facilities" means public areas set aside for the parking of vehicles. This includes parking lots with stalls and on street parallel parking spaces including areas set aside for the loading and unloading of vehicles.
- f) "Parking Zones" means designated areas of the City with specific rules and regulations regarding the parking of vehicles.
- g) "Paid Parking Zone" refers to the managed public parking areas in the City ~~managed by Interstate~~ with Free and Paid Parking in the immediate vicinity to the City's Historic District.
- h) "Residential Zone" refers to the managed private parking areas in the City managed by ~~Interstate~~ the Contractor with City Resident Only parking.
- i) "Customer" refers to an individual that pays to park in the Paid Parking Facilities in the City.
- j) "Employee" refers to an individual employed by a local business located in or nearby the Downtown Paid Parking District in Idaho Springs.

- k) "Summons" means a citation issued by the City Code Enforcement officer for violation of the rules and regulations regarding the parking of vehicles in the City.
- l) "Gross Parking Revenue" means all revenue collected by ~~Interstate-the Contractor~~ in connection with the operation of the Parking Facilities.
- m) "Transaction Fees" means all fees charged by credit or debit card processing institutions or to 3rd parties levied, rated, charged, assessed or required to be collected and paid by customers using the Parking Facilities. ~~For clarity, the customer is charged a 20-cent fee per transaction for payment via tap and explore QR codes. There are no convenience fees charged for use of the parking kiosks.~~
- n) "Net Managed Parking Revenue" means all time-based parking revenue collected by ~~Interstate the Contractor~~ in connection with the operation of the Parking Facilities minus Transaction Fees.
- o) "Net Violation Revenue" shall mean all revenue collected by ~~Interstate-the Contractor~~ for violation of the City's Parking Plan minus Transaction fees and costs associated with collection. This revenue will be collected annually. ~~Interstate-The Contractor~~ shall provide the City a list of all fees associated with collection.
- p) "Taxes" means all transactional value, ad valorem, sales and use taxes, rates, charges or assessments levied, rated, charged, assessed or required to be collected or paid in the operation of the Parking Facilities.
- q) "Warning of Violation" (Warning) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City's Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice that there is no fee for the violation.
- r) "Notice of Violation and Fee" (Violation) means a written notice deposited by an Ambassador on the windshield of a vehicle parked in violation of the City's Parking Plan that contains: (1) a reference to the Parking Plan section violated; (2) time, date and location of the violation; (3) description of the vehicle including the License Plate information; (4) notice of amount of the Parking Violation Fee due; and (5) instructions on where and when the Fee must be remitted to avoid the initiation of further legal process.
- s) "Grievance" means a cause of distress to a user of the parking facilities caused by a dispute regarding a Violation issued by ~~Interstate-the Contractor~~ or by another

unsatisfactory quality or condition of the Parking Facilities or ~~Interstate~~ Ambassadors.

~~2. Management Fee.~~ As compensation for the services rendered by Interstate Parking, the City will share 50% of the Net Parking Revenue with Interstate and 65% of all Net Violation Revenue.

3.2. Accounting for Gross Parking Revenue, Record of Disbursements and Controls.

- a) Gross Parking Revenue: ~~Interstate~~ The Contractor shall install and maintain an accurate and efficient accounting system for Gross Parking Revenue of the Parking Facilities approved by the City. All records pertaining to Gross Parking Revenue including without limitation, monthly parking records, citations issued by ~~Interstate~~ The Contractor, coupon and validation sales and redemption records, daily reports and deposit slips shall be available for examination and audit to the City and its authorized representatives upon seven (7) days written notice by the City to ~~Interstate~~ the Contractor.
- b) Record of Disbursements: ~~Interstate~~ The Contractor shall install and maintain at its main office in an accurate and efficient accounting system for disbursements of the Parking Facilities. Such system shall evidence all monies disbursed by ~~Interstate~~ the Contractor with respect to the management of the Parking Facilities. All records pertaining to disbursements shall be maintained by ~~Interstate~~ the Contractor and shall be available to the City and its authorized representatives for examination and audit upon seven (7) days written notice by the City to ~~Interstate~~ the Contractor.
- c) Controls: The Contractor ~~Interstate~~ shall install and maintain a system of internal controls covering income and expenses.

4.3. City Deliverables.

- a) Before 12:00 P.M. on the Thursday before the second Council Meeting of the Month, ~~Interstate~~ The Contractor shall give the City a report with statistics and analysis for the proceeding calendar month setting out information required by the City in a manipulable format:
 - i. Total Number of Daily Transactions in the Parking Facilities, Daily Revenue, Average Transaction Amount, Average Length of Stay per Transaction.
 - ii. Total number of Warnings and Violations issued by ~~Interstate~~ Ambassadors.
 - iii. Total number of Warnings and Violations issued in error and/or voided
 - iv. Total number of Violations collected, forgiven, and sent to Collections by ~~Interstate~~ the Contractor.

- iv.v. Total number of uncollected Violations turned over to the City by ~~Interstate~~the Contractor.
- v.vi. Gross Parking Revenue collected by ~~Interstate~~the Contractor in connection with the operation of the parking facilities, broken down by category (hourly payments, citations, etc.) along with any other revenue sources not specifically mentioned herein.
- vi.vii. Total transaction fees charged.
- vii.viii. Total Net Parking Revenue & Net Violation Revenue.
- viii.ix. Total number of Active Residential Permits, broken down by the following demographics:
 - 1. City Residents
 - 2. County Residents
- x. Total number of active Employee Permits
- xi. Total pay transactions by kiosk and mobile website
- xii. Pay parking revenue total by location
- xiii. Parking lot occupancy by lot and block
- h.b) ~~All monthly reports should include a comparison to the previous year.~~
- b.c) Log of Grievances received regarding the parking facilities and their resolution.
- e) ~~Interstate shall provide the City with 50% Net Parking Revenue and 35% Net Violation Revenue.~~
- d) Work done by City Staff in relation to the Administration of Paid or Permitted Parking Management, or in relation to the installation, maintenance, and upkeep of required elements of the paid parking system shall be charged to ~~Interstate~~the Contractor at this time at a rate of \$50.00 per hour.
- 5.4 Meetings. ~~Interstate~~The Contractor shall meet with City Staff and Elected Officials monthly for the purpose of reviewing all matters pertinent to this agreement. ~~Interstate~~The Contractor shall also present at least annually to City Council a report regarding the management of the Parking Facilities to City Council, to include review of all matters pertinent to this agreement.
- 6.5 Parking Facilities. ~~Interstate~~The Contractor shall manage Paid Parking and Residential Parking Zones of the City defined in the City's Parking Plan by the terms of this agreement. These parking zones are subject to change as deemed necessary by the City.
- 7.6 Signage. ~~Interstate~~The Contractor agrees to pay for all instructional signage required by the City for the Parking Facilities. The signage will be branded as required by the City, and the City and ~~Interstate~~the Contractor agree to work together to secure all governmental approvals and permits required for such signage.

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Commented [MS1]: Do we want to update this?

Commented [MS2]: Do we want the scope to include a specific day (i.e. the third Tuesday of the month) to keep it firm/consistent?

- a) ~~Interstate-The Contractor~~ agrees to install and update all signage related to the parking facilities regarding hours of operation, cost, and other information.
- b) Work done by City Staff in relation to the Installation or Updating of Signage for Parking Management shall be deducted from the fee owed to ~~Interstate-The Contractor~~ at a rate of \$50.00 per hour.

Commented [MS3]: A couple of things with this one, does the fee structure/revenue share impact what this is? Do we want to keep it at \$50/hour?

8.7. Hours of Operation.

- a) Paid Parking Zone: Paid Parking shall operate in the Paid Parking Zone ~~between the hours of 10:00 a.m. and 6:00 p.m. during the hours of operation~~ each day or at other times as determined to be necessary by the City.
- a)i. ~~The Contractor will provide the Idaho Springs Police Department with the means to check vehicle registrations after hours.~~
- b) Residential Zone: Management of the Residential Zone shall operate between the hours of 10:00 a.m. and 6:00 p.m. each day.
- i. ~~Interstate~~The Contractor will provide the Idaho Springs Police Department with the means to check vehicle registrations after hours.
- c) ~~These hours of operation~~ are subject to change as required by the City and agreed upon with ~~Interstate~~The Contractor.

Commented [MS4]: We need to include something requesting information on how to pay for parking outside of the hours of operation. For example, if you have an all-day rafting trip at 8:00 a.m. and paid parking doesn't start until 10:00 a.m., how are you going to pay?

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Commented [MS5]: How do we provide customer service to residents after-hours?

9.8. Vehicle Registration. ~~Interstate~~The Contractor shall manage the registration of vehicles owned by Residents of the City and County, Guests, and other special use short term vehicle parking permits.

- a) City Resident Vehicles: Residents of the City shall without limitation be able to register vehicles to park in both the Paid Parking Zone and Residential Zone.
- i. City Residents that live within the Residential Permitted Zone shall be able to register short term guests to park in the Residential Zone (permits shall last for 1 week). Long Term Guests may be permitted on a longer basis on a case-by-case basis.
- ii. Vehicles parked in the Resident Only Zone must be registered to a Resident of the City or to a Guest.
- iii. Vehicles Registrations must be renewed bi-annually.
- iv. Residents shall be able to check registration status of vehicles via email. ~~Interstate~~The Contractor shall respond to these inquiries within one business day.
- v. ~~Interstate~~The Contractor shall send email confirmation to include make, model, license plate and expiration date of registration upon successful registration of any City Resident Vehicle.
- b) County Resident Vehicles: Residents of the County shall without limitation be able to annually register vehicles to park in the East, Central, and West Parking Lots of the Paid Parking Zone of the City for 3 hours and the signed paid parking on Colorado Boulevard, at the Resource Center Lot and the Bustang Lot without limitation. After leaving the Paid Parking Zone for 3 hours that clock shall reset.
- i. Registrations must be renewed bi-annually.
- c) Employee Vehicles: Verified Employees of downtown businesses shall be eligible to park for free along the back wall adjacent to Interstate 70 in the City parking

lots, the Bustang lot, the Resource Center lot, and in paid parking spaces along Colorado Boulevard. Registrations must be renewed every 3 months and include verification of employment.

- e)d) Authorized representatives of the City must have access to the Contractor's database as well as authorization to add/modify permits, view outstanding Violations, view Grievances, and other functions as deemed appropriate by the Contractor and the City.

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10.9. Staffing and Grievances. ~~Interstate-The Contractor~~ shall employ at the Parking Facilities honest, competent and courteous personnel capable of managing and maintaining the Parking Facilities in accordance with the terms and conditions such that the Parking Facilities shall be operated in a first-class manner.

Commented [MS6]: Do we include this in the scope considering that firms can bid just to provide technology? Or is the scope not binding & can be changed afterwards?

- a) Hiring: ~~Interstate-The Contractor~~ shall advertise all open positions for employment in the City of Idaho Springs locally, in the following mediums:
- On the Park Idaho Springs Website
 - In the Clear Creek Courant
 - Other mediums that may be dictated by the City.
- b) Staffing Levels: The number of persons employed at the Parking Facilities by ~~Interstate-The Contractor~~ shall be satisfactory to the City and shall be increased or decreased as required by the City. ~~A minimum of one Ambassador shall be on duty at all times during the hours of paid parking (10:00 am to 6:00 pm, seven days a week). A minimum of two Ambassadors shall be on duty on weekends and holidays and between the dates of June 15 to August 15. Interstate-The Contractor shall work with the City upon request to provide additional staffing for special events.~~

~~Failure to meet these minimum staffing levels with notice shall not constitute a breach of this Agreement until the 4th such occurrence in a calendar year. Failure to meet these minimum staffing levels without notice shall constitute a breach of this agreement on the 1st such notice.~~

- c) ~~Interstate-The Contractor~~ shall provide an employment schedule to the City on Monday of Each Week.

- ~~d) On-duty Ambassadors shall visit City Hall front-office staff at least once per weekday during business hours between 10:00 a.m. and 5:00 p.m. to facilitate communication and answer any questions. The Contractor will have a customer-facing office within City Limits with dedicated supervisory personnel presence employed by the Contractor during paid parking hours.~~

- ~~d) The Contractor will have a dedicated customer service phone line and email address. Inquiries received by 12:00 p.m. will be returned on the same business day they were received. Inquiries received after 12:00 p.m. will be returned on the following business day.~~

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~~h~~

- ~~i. Failure to meet these response times shall not constitute a breach of this Agreement until the 4th occurrence in a calendar month.~~

Commented [MS7]: Should we require a call and email log?

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Commented [MS8]: This is arbitrary and can be changed.

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- e) Personnel shall be screened by ~~Interstate-the Contractor~~ before hiring and shall be employed, disciplined, discharged, promoted and directed in the performance of their duties by ~~Interstate-the Contractor~~, including in accordance with all

applicable regulations. All personnel providing services hereunder shall be and remain, at all times, employees of ~~Interstate-the Contractor~~ and shall not be considered the employees or agents of the City for any purpose. ~~Interstate-The Contractor~~ shall provide all necessary executive and supervisory personnel who are not stationed at the Parking Facilities but are required for the proper management of the Parking Facilities.

- f) Criminal Background Check and Drug Screening must be completed for each employee.
- g) ~~Interstate's-The Contractor's~~ employees shall present a clean, neat, professional and easily recognized appearance as an ~~Interstate-employee~~ Ambassador. ~~Interstate shall provide each employee with matching uniforms. The uniforms shall include black polo shirts and reflective vests with the Park Idaho Springs Logo and clean and fitted pants or bottoms. Hats must be black or blue and branded with the Public Parking P logo. In addition, Interstate-The Contractor~~ shall provide each employee with an identification badge with the employee's name, photo, and ~~the Interstate~~ ~~the Contractor's~~ Logo. The identification badges shall be worn or attached to an outer garment when the employee is performing services under this contract.
- h) ~~Interstate-The Contractor~~ shall negotiate and obtain any necessary labor agreement.
- i) The City shall have the right to require the removal of any employee from the Parking Facilities whose conduct shall not reasonably satisfy the City.
- j) ~~Interstate-The Contractor~~ agrees to handle and record in a prompt and courteous manner all Grievances by Customers of the Parking Facilities pursuant to the following protocol:
 - i. ~~Interstate-The Contractor~~ shall monthly provide a log to the City of Complaints received. That log shall consist of the related Citation number (if applicable), the name of the complainant, their complaint, and a brief note regarding how the complaint was resolved.
 - ii. ~~Interstate-The Contractor~~ shall respond to complaints from the Public within 1 business days. ~~Interstate-The Contractor~~ will not charge late fees of any kind for any Violation for which there are Grievances in which it cannot be documented that there was a response within that time period. ~~Interstate-The Contractor~~ will log and report complaints to the City.
- k) In the case that ~~Interstate-the Contractor~~ is not able to resolve a complaint in a timely fashion, they will notify the City in writing of the complaint, the nature of the complaint, as well as the name and contact information of the complainant.

Commented [MS9]: Do we add a section about response time for residential complaints?

11.10. **Rates.**

- a) Rates for parking will be set by the City and are subject to change by agreement between the City and the Contractor.
- a) Rates for parking in the paid zone shall be set as follows: First Half Hour Free, First Paid Hour \$1.50, Second Paid Hour \$1.50, Third Hour \$1.50, 4th and subsequent hours \$5. This rate structure may be adjusted by the City as required:
 - i. Parking Fee "Reset": Parking fees will "reset" after 3 hours so that if a Customer leaves for 3 hours and returns they restart the rate schedule.
- b) The Fee assessed for a Violation issued by Interstate will be \$25. Citations will double in price after 14 days.

Commented [MS10]: Should we put this in the City fee schedule so that it can be documented there?

- e)b) The City shall provide parking pricing by location to ~~Interstate-the Contractor~~ no later than sixty (60) days in advance of each season during the Term. ~~Interstate-The Contractor~~ is responsible for updating pricing in the kiosks and all other point of sale locations including but not limited to online sales and mobile applications. The City reserves the right to adjust pricing at any time provided the City communicates such changes to ~~Interstate-the Contractor~~ in writing with at least thirty (30) days advance written notice. Notwithstanding, if the City elects to reduce pricing that results in a material reduction in Gross Revenue, the City and ~~Interstate-the Contractor~~ agree to negotiate in good faith an adjustment to the Management Fee such that ~~Interstate's-the Contractor's~~ profitability is not negatively impacted by such price reduction.

11.11. **Enforcement.** ~~Interstate-The Contractor~~ shall cooperate with the City in enforcing parking regulations related to the parking facilities as designated by this agreement and the City's Parking Plan.

- a) Parking Violation Process: The process for parking violations issued by ~~Interstate the Contractor~~ in the parking facilities designated by this contract shall be as follows:
 - i. Upon identification of a violation of the rules of the Parking Facilities, Ambassadors are authorized to properly complete and leave a Notice of Violation and Fee on the windshield of the offending vehicle.
 - ii. ~~Interstate-The Contractor~~ shall generate a report that includes the following information:
 - (a) Make and Model of Vehicle
 - (b) License Plate Number
 - (c) Picture of Violation
 - (d) Description of Violation
 - iii. If a Parking Violation Fee remains unpaid by the deadline provided in the Notice of Parking Violation and Fee, ~~Interstate-the Contractor~~ has the right to refer the violation fee to a collection agency.

Commented [MS11]: Andy - are they writing tickets for loading zone infractions, parking the wrong way, etc.? Or just paid parking violations?

- iv. ~~Interstate-The Contractor~~ shall make every reasonable effort to resolve any errors or disputes that occur in the issuance of parking violations.
- v. If ~~Interstate-the Contractor~~ is unable to resolve a dispute, persons receiving a parking violation for a vehicle shall have the right to appeal the violation to the Idaho Springs Municipal Court by submitting an explanation of the dispute and a copy of the violation to the Court Clerk. The Court Clerk and City Prosecutor will then review and attempt to resolve any disputes after the regularly scheduled municipal court on the third Thursday of each month. ~~Interstate-The Contractor~~ shall cooperate with the City in providing any information that the Court Clerk and City Prosecutor may request in their efforts to resolve disputes and shall suspend any late fees and collection efforts during the review process.
- vi. Persons receiving a parking violation for a vehicle reserve the right to request a hearing in municipal court for disputes that are not resolved to their satisfaction by the City Prosecutor.

12. Equipment. ~~Interstate The Contractor~~ will install in the Parking Facilities sufficient modern and working equipment in the Parking Facilities to manage paid parking. Additionally, ~~Interstate-The Contractor~~ will outfit Ambassadors with equipment necessary to ensure vehicles parked in the Paid Parking Zones are properly registered. All equipment will be installed at ~~Interstate's-the Contractor's~~ expense. ~~The Contractor must present a technology solution that adequately enforces parking rules and is subject to change at the discretion of the City.~~

- ~~13-a)~~ The City reserves the right to require the Contractor to provide supplementary equipment to the Idaho Springs Police Department as necessary to assist with after-hours enforcement.
- a)b) The City reserves the right to require ~~Interstate-the Contractor~~ to replace equipment related to the Parking Facilities deemed faulty or obsolete by the City.

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~~14.13.~~ **Maintenance.** ~~Interstate-The Contractor~~ shall maintain the Parking Facilities operating equipment in working order, including but not limited to ~~Interstate's the Contractor's~~ license plate recognition technology, ~~Interstate's-the Contractor's~~ vehicles and revenue control system, pay by phone app, tap n explore qr codes signage, online violation payment solution, resident and employee permits technology. ~~Interstate The Contractor~~ will conduct maintenance and updating of the parking facilities in a timely manner. ~~The City reserves the right to require additional maintenance at any time.~~

~~15.14.~~ **Website, Branding and Marketing.** ~~Interstate-The Contractor~~ will provide a regularly updated Website linkable to ~~www.idahospringseo.com~~ that provides the following features: ~~that is designed in collaboration with and approved by the City.~~

- ~~a) Maps of Paid Parking Zone, Residential Zone, and "Free" Zones.
 - ~~i. Paid Parking Zone Map should show hours of operation, pricing, location of kiosks, location of Interstate Office, and contact information for Interstate Ambassadors on duty.~~
 - ~~ii. Residential Zone Map should show hours of operation and contact information for Interstate Ambassadors on Duty.~~~~
- ~~b) A Page for Residents with information about the process for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from residents regarding vehicle registration and to register guest vehicles.~~
- ~~c) A Page for Employees with information for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from employees regarding vehicle registration.~~
- ~~d) A Page for Teachers at Carlson Elementary School with information for registering vehicles, information about how to deal with a violation if one is received, and other information as may be required by the City. Interstate shall respond within one business day to phone and email inquiries from teachers regarding vehicle registration.~~

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- e) ~~A Page for Customers of the Parking Facilities, with information about the process for paying for parking, information about physical and non-physical payment methods, hours of operation, pricing, location of kiosks, and contact information for Ambassadors on Duty. This page should also include a map to free parking resources in Idaho Springs, and link to the Chamber of Commerce website and other pertinent tourism-based websites.~~
 - i. ~~Should include detailed and multimedia instructions regarding how to pay for parking utilizing each technology in place in the City.~~
- f) ~~Email address for online communication between customers, residents and Interstate Staff.~~
- g) ~~Customized Contact forms for residential, employee and customer requests.~~
- h) ~~Link to Violation Payment website. Should include option to contest ticket in obvious and clear language.~~
- i) ~~A home page that includes information about Special Events happening in and around the City, including information for parking when the City is Congested.~~
- j) ~~A "FAQ" with questions answered as required by the City.~~
- k) ~~Website should be designed with basic SEO features.~~
- l) ~~Customer Feedback Page.~~
- m) ~~Other features as required by the City agreeable to Interstate.~~

TO: Mayor and City Council
CC: City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain
PREPARED BY: Maria Schanhals, Best & Brightest Fellow
DATE: February 5, 2024
SUBJECT: Building Department Scope of Service
ATTACHMENTS: Scope of Service Document



BACKGROUND

The City of Idaho Springs has used Safebuilt as the City's Building Department Services contractor since 2013. During this time, the City has seen unprecedented growth with the number of new and renovated residential and commercial developments. Our scope of service has not been updated to better accommodate this growth since its initial execution in 2013. Building department services have never been put out for bid in Idaho Springs; however, it is best practice to regularly send such contractual services out for bid.

One of the biggest concerns our residents and business owners have expressed is the availability of inspections. Currently, inspections are only completed on Tuesdays and Thursdays. We have updated the Scope of Service to reflect that our building department service contractor must be available to complete inspections five days a week.

To better align with the City's goal of modernizing and digitizing certain processes, we also find it imperative that our contractor has the technology for residents and business owners to request and view the status of inspections online. This technology must be compatible with Civics Plus, the City's new website provider.

With the growth of developments in the City, there is a need for additional enforcement of local building codes and regulations. The City's contractor will be expected to assist with investigating and inspecting reported violations as well as non-compliant structures/properties in collaboration with the Idaho Springs Police Department (ISPD).

NEXT STEPS

Based on Council Direction, Staff will finalize the Scope of Services document and prepare a request for proposals to be published in the near future.

REQUEST FOR DIRECTION

Staff is requesting direction regarding whether the attached scope of service document would adequately meet the needs of the City for Building Department Services.



City of Idaho Springs Scope of Service Building Inspection Services

1. PROFESSIONAL CITY BUILDING DEPARTMENT SERVICES

- a. The City of Idaho Springs will rely on the selected Contractor to provide comprehensive services as a full-service building inspections department. This includes but is not limited to: Enforcement and Compliance: Enforce the City's building laws, codes, and all applicable State Statutes.
- b. Ordinance Review and Recommendation: Systematically review and recommend updates to local ordinances related to building codes, using a defined set of criteria for evaluation and amendment proposals. Recommend periodic updates to the City Building Codes.
- c. Inspection Appeal Process: Review and suggest amendments to the inspection appeal process, focusing on transparency, efficiency, and accessibility.
- d. Policy Development Participation: Actively participate in the development of the City's objectives, policies, and priorities.
- e. Reporting and Documentation Services: Provide expertise in building department functions including the design, format, and frequency of reports, forms, letters, and correspondence. Implement performance metrics and regular reporting on inspection times, number of inspections, and stakeholder satisfaction.
- f. Research and Recommendations: Conduct research and provide recommendations on building codes, records retention, and document storage, leveraging the latest technology for efficiency and accessibility.
- g. Enforcement Actions: Issue stop work orders and other enforcement actions as necessary, in compliance with legal and ethical standards.
- h. Code Violation Investigation: Investigate complaints concerning code violations and the abatement of dangerous buildings, with a focus on community safety and adherence to ethical guidelines.
- i. Community Engagement: Attend and actively participate in City Council and community meetings as requested by the City, engaging with community stakeholders, and ensuring diverse community voices are heard and considered.

- j. Technology Integration: Utilize advanced technology solutions for managing and streamlining department functions, including digital record-keeping and online services.
- k. Training and Professional Development: Ensure ongoing training and professional development for all department and administrative staff to stay current with evolving codes, technology, and best practices.
- l. Project Review and Approval: Conduct thorough reviews of building and construction projects, ensuring compliance with local, state, and federal building codes and regulations. This includes evaluating plans, issuing permits, and overseeing the inspection process during various stages of construction to ensure adherence to approved plans and safety standards.

2. PLAN CHECKING

The Contractor shall review plans prepared by or on behalf of an Applicant for compliance with the Building Codes adopted by the City and applicable State regulations. When satisfied that the plans comply with the applicable Building codes, the Contractor shall approve plans and forward plans to the City Clerk for issuance of Permit. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

3. BUILDING INSPECTION

The Contractor shall provide diligent building inspection services during construction to enforce compliance with the conditions of approval, provisions of the City's Building Codes, and requirements set forth on the approved plans for which a permit was issued. In performing these duties, the Contractor shall:

Comprehensive Inspections: Observe each project at the completion of various stages of construction for compliance with the appropriate City Codes and State Statutes. It is expected that inspections will be thorough and comprehensive, continuing even if one item is found to be substandard. The goal is to inspect the total project and create a complete punch list of all items needing attention, rather than halting inspection upon the discovery of the first issue.

Special Needs Accommodation: Work proactively with applicants who have special needs or requirements, such as the need to review several apartments in a short period of time. The Contractor is expected to demonstrate flexibility and adaptability in meeting these unique needs while maintaining high standards of service and compliance.

Inspection Schedule: Conduct inspections from 8:00 a.m. to 5:00 p.m., Monday through Friday. Inspection requests received prior to 12:00 p.m. from Monday through Thursday will be inspected on the next business day. Requests made prior to 12:00 p.m. on Fridays will be conducted the following business Monday.

Commented [MS1]: I'm not sure how the permitting process works so this part might need to be taken out.

Timely Responses: Respond to all inspection requests in a timely manner. While specific inspection times cannot be guaranteed, the Contractor is expected to manage scheduling efficiently to meet the needs of the City and its residents.

4. EXPECTED PROCESS TIMELINE

The City of Idaho Springs timeline for Plan Review is as follows:

Commented [MS2]: Taken from current contract

RESIDENTIAL PERMITS

Residential Projects

First Review – 5 business days

Second Comments – 5 business days

Multi-Family Projects

First Review – 10 business days

Second Comments – 5 business days

COMMERCIAL PERMITS

Small Commercial Projects (< \$2M in valuation)

First Review – 10 business days

Second Comments – 5 business days

Large Commercial Projects (> \$2M in valuation)

First Review – 20 business days

Second Comments – 10 business days

The Contractor shall address how they will meet the above expected review timelines or detail their variation from this schedule.

Commented [MS3]: I've seen other scopes that break it down even further, including:

Res/commercial plan review
Residential footing & foundation
Residential additions/remodels
Commercial tenant finish
Commercial additions/remodels

Do we want to keep it broad the way it was in the previous contract or do we want to break it down with specifics like other cities have?

5. PLAN CHECK FEES

6. APPLICANT MEETINGS

The Contractor, upon request of the City, shall attend any required meetings connected with the plan review or field inspection of the projects.

Commented [JC4R3]: Andy, thoughts?

7. CODE ENFORCEMENT

The Contractor shall provide comprehensive assistance to the City in enforcement of local building codes and regulations. The Contractor will be expected to assist with conducting thorough investigations and inspections of reported violations and non-compliant structures or properties in collaboration with the Idaho Springs Police Department. The Contractor shall maintain detailed records of all investigations, inspections, and enforcement actions, providing comprehensive reports to the City as requested.

Commented [MS5]: PLACEHOLDER

Again, my own ignorance not knowing how building inspections go. However, the City of Evans has a "plan check fees" section that reads as such:

"The City shall do the calculation, invoicing, and billing for all building plan check related fees, based on City adopted fee schedule as may be updated from time to time. Current Fees are based on the adopted Administrative Code Fee Schedule."

Add this or is this something different?

8. DISASTER AND EMERGENCY RESPONSE SERVICES

In cases of natural disaster, the Contractor will provide emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or

Commented [MS6]: Taken from current contract

potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. The Contractor will post the structure with the appropriate placard.

The Contractor will coordinate any disaster or emergency response with the appropriate local, state, or federal agency. The Contractor will track all hours and expenses for reimbursement from federal agencies if appropriate.

9. PERMIT SOFTWARE SERVICES

During the tenure of this contract, the Contractor agrees to provide the City with a designated number of user licenses for their Permitting Software, as mutually agreed upon by both parties. The Contractor will:

Software Access and Account Setup: Establish a dedicated account for the City and configure workflows based on the City's specific requirements and input.

Online Permitting Solution: Provide, in agreement with the City, a comprehensive online permitting software solution. This solution should enable City Staff to effectively manage permitting processes and also offer an online customer interface. The aim is to automate the permitting process as much as possible, enhancing efficiency and user accessibility for both staff and the public.

Technical Support and Training: Offer ongoing technical support for the software, including one day of training per year as requested by the City. This training will be designed to maximize the City staff's proficiency and comfort with the software.

Annual Review and Improvement: Conduct an annual review of the software processes and workflows in collaboration with the City. This review will serve as an opportunity to implement any necessary changes and enhancements, ensuring the software continues to meet the evolving needs of the City.