



City Council Regular Meeting Agenda

Monday, June 9, 2025

City Hall - 1711 Miner Street, Idaho Springs, CO 80452

Tel: (303) 567-4421 Fax: (303) 567-4955

Video from Meetings are viewable on the City's Website.

You must join the Zoom Meeting (<https://us02web.zoom.us/j/84204473555>)
to participate in a meeting remotely.

1. Work Session Agenda and Packet (5:30 P.M.)

- a. Mobility Hub Update
- b. Housing Code Amendments to Comply with State Requirements - ADUs and Expedited Reviews
- c. Bike Storage Proposal
- d. Project Updates: Idaho Street, Wall Street, Virginia Street & Virginia Canyon Road

Idaho Street 1000 Block Sewer Main

Wall Street 1400-1500 blocks Draft Right of Way Survey

- e. Expanding Early Childcare & Learning Contribution

2. Call to Order Regular Meeting (7:00 P.M.)

3. Roll Call

4. Pledge of Allegiance

5. Agenda Approval

6. Conflict of Interest

7. Approval of Minutes

- a. Motion to approve the minutes from May 27th, 2025

8. Approval of Bills

- a. Motion to approve the bills to 6/9/2025

9. Public Comment

10. Unscheduled Public Comment

11. Resolutions

- a. Move to Approve Resolution No. 18, Series 2025, A Resolution Establishing

Affordable Housing Policies in Compliance with Proposition 123 and the City's 2023 Commitment to the Proposition and to Increase Affordable Housing

- b. Move to Approve Resolution No. 19, Series 2025 A Resolution Repealing Resolution No. 10, Series 2025, Concerning A Change in Controlling Beneficial Ownership of the Retail Marijuana Store and Cultivation Facility Located at 2818 and 2820 Colorado Blvd, Respectively.

12. Ordinance First Reading

- a. Move to approve Ordinance No. 11, Series 2025, An Ordinance Amending Sections 21-15, 21-50, 21-63, 21-106, and 21-127 of the Idaho Springs Municipal Code to Amend Accessory Dwelling Unit Requirements in Response to Colorado House Bill 24-1152

13. Ordinance Second Reading

- a. **PUBLIC HEARING:** Ordinance #9, Series 2025 An Ordinance Amending Sections 21-15 And 21-50 Of The Idaho Springs Municipal Code To Amend The Definition Of Efficiency Dwelling Unit And To Designate The Same As A Permitted Use In The R-3, R-M, C-1, And C-2 Zone Districts (continued from May 27, 2025, City Council Regular Meeting).

14. City Attorney

15. City Administrator

- a. Staff report submitted with no requests for action.

16. Administration Department

- a. Assistant City Administrator – Staff report submitted with one request for action. Move to approve the agreement for services with Interstate Parking Company of Colorado, LLC for managed parking services.
- b. Community Development Planner - Staff report submitted with no requests for action.
- c. Deputy City Clerk – Staff report submitted with no requests for action.

17. Police Department

- a. Staff Report

18. Public Works Department

19. Water Facilities Department

- a. Staff report with 1 request for action: Move to approve a bid from Dietzler Construction Corporation to install a new Montane Water Storage Tank in the amount of \$2,319,421 from line item #51-72-7320

20. Mayor/Council

a. Expanding Early Childcare and Learning (EECL) Contribution

21. Executive Session - Executive session under C.R.S. § 24-6-402(4)(b) with the City Attorney and staff to receive legal advice concerning the imposition of the City's sales and use tax as related to development within the City.

Executive session under C.R.S. § 24-6-402(4)(b) with the City Attorney and staff to receive legal advice concerning the imposition of the City's sales and use tax as related to development within the City.

22. Adjourn to Next meeting June 23rd, 2025

In-person and remote meeting public attendance and participation instructions:

Participation

- To provide scheduled public comment, either in person or remotely, please fill out and return the Public Comment Form on the City's website. All requests must be submitted to the City Clerk (cityclerk@idahospringsco.com) by 12 p.m. (Noon) the Thursday before the scheduled meeting.
- To provide unscheduled public comment, please join the Zoom Meeting, identify yourself with your full first and last name, and use the "Raise Hand" feature to indicate your desire to speak.

General Guidelines

- Each public comment, whether scheduled or unscheduled, is limited to three (3) minutes.
- Council typically does not provide feedback during public comment sessions.
- If you would like to provide materials for Council to review along with your Comment, please sign up for Scheduled Public Comment and provide those materials to the City Clerk by the Thursday Deadline.



Idaho Springs Mobility Hub / Downtown Master Plan Implementation

City Council Meeting

June 9, 2025

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Agenda

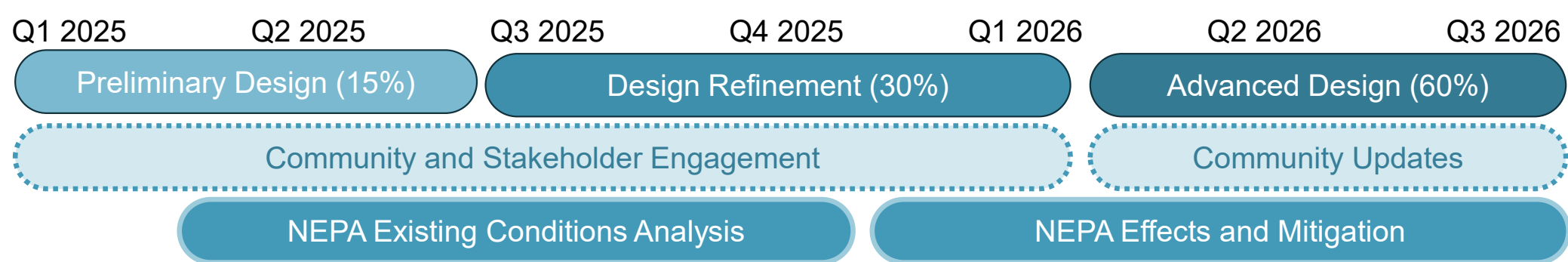
- Program Elements
- Program Schedule and Update
- Program Funding
- Next Steps

Program Elements

1. **Roundabout** at Exit 240 to improve access to Mobility Hub and Parking Structure.
2. **Mobility Hub** to improve bus operations and passenger comfort.
3. **Parking Structure** to provide additional parking spaces.
4. **Parking Lot Improvements** to improve circulation.
5. **Idahoe Mall Improvements** to create a welcoming “back door” to downtown.
6. **Miner Street Improvements** to refine the pedestrian marketplace and improve accessibility.



Program Schedule and Update



What's Happening?

- **Survey and Right-of-Way delineation** complete.
- **Geotechnical investigation** complete.
- **Meeting with local Historic Societies and SHPO** to discuss alternatives and mitigation.
- **Meeting with property/business owners** adjacent to Idaho Street and Idahoe Mall.
- Expect to hear about RAISE Capital Grant application in **June**.
- Advancing design of entire program to the same level (**approx. 15% design**) by **July**.
- Plan to host a “pop up” event during the **August 13 Miner Street Block Party**.

Program Funding

- **Total Program Construction Estimate – \$37M**
- **Secured Funding**
 - FHWA Raise Planning Grant = \$2.4M
 - Funding for NEPA, 60% Design, and Grant Administration
 - **Mobility Hub Construction**
 - CDOT SB 267 – \$6.3M
 - Local Match – \$6.3M



Program Funding

- **Scenario Planning**
 - **1) Awarded FY 25 BUILD Capital Grant (June 2025)**
 - \$25 Million from FHWA
 - Funding for final design and construction
 - **2) Options if not awarded FY 25 BUILD Capital Grant**
 - Apply for RAISE Capital Grant (2026)
 - Advance Parking Structure and Mobility Hub with CDOT and local funds, and pursue other federal funding options for the remaining program



Program Funding

- **Options if Not Awarded FY 25 BUILD**
- **Step 1) Apply for RAISE Capital Grant (2026)**
 - Does not meaningfully delay project
- **Step 2) Determine Alternate Path**
 - Could be initiated following notice of not awarded FY 26 BUILD Award
 - Advance parking structure and mobility hub with CDOT and local funds
 - Pursue other federal funding options for the remaining program



Next Steps

- Deep-dive discussion with Business and Community Promotions Board on **June 16** – update on design and Idaho Mall concept review.
- Begin coordination with CDOT on the Mobility Hub in **June**.
- Design/Engineering to 15% by **July**.
- Miner Street Block Party Pop-Up **August 13**.





TO: Idaho Springs City Council
CC: City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson
FROM: Dylan Graves, Community Development Planner
SUBJECT: Accessory Dwelling Unit (ADU) Code Amendment
MEETING DATE: June 9, 2025 Work Session

BACKGROUND:

The scope of this item is to review a draft ordinance to encourage Accessory Dwelling Unit (ADU) construction in Idaho Springs. There are several code amendments needed to comply with HB24-1152 (the "Bill"), which requires certain state-mandated ADU updates by June 30, 2025, though it allows municipalities to get an extension if needed. The Bill states that municipalities must allow ADUs in all zone districts where single-family housing is permitted and must allow ADUs to be reviewed administratively. The regulation requires that setbacks for ADUs must match the setbacks permitted for other accessory structures (such as sheds and garages). The regulations also only allow municipalities to require off-street parking if certain conditions are met. Finally, it requires specific size standards to be allowed for ADUs. This item is on the agenda for Ordinance First Reading. Second reading would take place on July 14, 2025.

Compliance with these regulations gives the City access to additional funding to promote ADUs. DOLA will be unveiling an ADU Fee Reduction and Encouragement Grant Program, which is meant to provide grants to accessory dwelling unit supportive jurisdictions for activities that promote the construction of accessory dwelling units, including but not limited to, offsetting costs incurred in connection with developing pre-approved accessory dwelling unit plans, providing technical assistance to persons converting or constructing accessory dwelling units, or waiving, reducing, or providing financial assistance for accessory dwelling unit associated fees and other required costs. By updating the City's ADU regulations to align with state requirements, the city will be eligible for these funds. These funds would provide a good opportunity to create a small financial assistance program or put together a detailed ADU toolkit to give people the resources necessary to construct an ADU.

DRAFT ORDINANCE CHANGES AND AMENDMENTS:

The following amendments are proposed, building on the discussion from the City Council meeting on May 12, 2025. The Planning Commission worked on ADU amendments for several meetings and acted on June 4, 2025, unanimously recommending approval of the draft ordinance that includes the below amendments. These would ensure compliance with HB24-1152 and will hopefully stimulate some ADU development in Idaho Springs.

- A. Where permitted: Accessory Dwelling Units (ADUs) are required to be allowed as an accessory use to single-family dwelling units in all zone districts that allow single-family dwellings. The draft ordinance proposes to add ADUs to the R-M, HD, C-1, and C-2 zone districts. This would update the use table in 21-41 of the ISMC.

This will make approximately 60 homes eligible to build ADUs that to date did not have the right to do so without going through a conditional use permit process. These ~60 homes would now be able to build an ADU by right.

- B. Review Procedures for ADUs: HB24-1152 states that local government must review approval of ADUs via an administrative process. Currently, the ISMC requires new structures and building expansions of 50% or more in the R-3, R-M, C-1, C-2, C-3, I-1, L-I or HD Zone Districts to go through a Final Development Plan (FDP) review process involving public hearings. This public hearing review process must be eliminated for ADUs. The ISMC will be updated to reflect that ADUs must be approved administratively. The draft ordinance adds language to Section 21-106 to allow ADUs to be reviewed administratively, even if they are new buildings.
- C. Use of ADUs: ADU usage reflects permitted usage for single-family dwelling units; short-term rental of an ADU is expressly prohibited. The draft ordinance contains language clarifying this.
- D. Size of ADUs: Cities are required to allow ADUs from 500-750 square feet. The ISMC currently only allows ADUs to be up to 50% of the primary residence on a property. The draft ordinance amends the ISMC to remove this requirement. The ordinance would allow any property to have an ADU of up to 750 square feet. For properties with a primary home larger

than 1500 square feet, they would still be able to build an ADU of up to 50% of the primary residence size (e.g. a 1900 square foot home could have a 950 square foot ADU).

- E. Parking: HB24-1152 allows the City to require one (1) off-street parking space for ADUs if there is not an existing off-street parking space that could be used for an ADU, the proposed ADU's zone district requires an off-street space for the primary dwelling units and is located on a block where on-street parking is prohibited. Currently, the ISMC requires one off-street parking space for an ADU. The draft ordinance removes this requirement from the parking requirements table in Section 21-127 of the ISMC and replaces it with the language as stated in HB24-1152.
- F. Setbacks: HB24-1152 states that the City must require a side and rear setback for an ADU to be no more than 5', which matches with the City's existing standard for other types of accessory structures (such as sheds). The draft ordinance updates the setbacks in Section 21-63 of the ISMC to allow ADUs to be 5' from side and rear property lines.

FINANCIAL INCENTIVES:

We will continue to discuss financial incentives for ADUs (e.g. building permit or tap fee reductions/eliminations, grant programs, etc.) as part of the ongoing discussion on incentives for affordable housing. Staff believe it is best to get the city's ADU regulations into compliance with HB24-1152 first. Then, we can phase in potential incentive/funding programs as part of a larger suite of incentive options to bring in additional affordable development meeting city goals and objectives for housing.

STAFF RECOMMENDATION:

Staff recommend that City Council approve the first reading of the attached ordinance making changes to the ISMC to incentivize the development of ADUs in the city of Idaho Springs. Staff believe that getting into compliance with HB24-1152 is positive to encourage additional ADU development while also making the city eligible for funding programs that could help fund ADU development. None of the proposed changes are expected to have a negative impact on community character or result in negative consequences for neighbors of future ADUs. ADUs would still be required to meet building code requirements and updated setback requirements. Parking is seen as the biggest potential conflict with adjacent property owners but the city is planning to expand the resident parking areas to the eastern and western parts of the city to protect resident parking from visitors/tourists, which should help reduce parking conflicts in those parts of the city.

SAMPLE MOTION:

Move to approve Ordinance No. 11, Series 2025, an Ordinance Amending Sections 21-15, 21-50, 21-63, 21-106, and 21-127 of the Idaho Springs Municipal Code to Adjust Regulations Pertaining to Accessory Dwelling Units. In Response to House Bill 24-1152 and Making Conforming Amendments in Connection Therewith.



TO: Idaho Springs Planning Commission
CC: City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson
FROM: Dylan Graves, Community Development Planner
SUBJECT: Expedited Review Code Amendment for Affordable Housing – Resolution #18, Series 2025
MEETING DATE: June 9, 2025

BACKGROUND

This proposed resolution is intended to meet the Department of Local Affairs (DOLA) requirements for Proposition 123 that require local governments to demonstrate they have implemented an expedited review process for housing projects where at least half of the units are affordable. This expedited review process requires that local governments commit to reviewing a complete application for an affordable housing project within 90 days of a complete submittal. For the City of Idaho Springs, this would mean that the City commits to completing a Final Development Plan (FDP) review for 50%+ affordable housing projects within 90 days from complete submittal. This would not mean that all required reviews combined take less than 90 days but that each review necessary would be done within 90 days.

To encourage working on this program, local governments that adopt a Proposition 123-compliant expedited development review process by December 31, 2025, will receive up to \$50,000 in grant funding, with no local match required. Local Planning Capacity Grant funds will be awarded and must be spent on eligible planning activities.

According to Proposition 123, affordable housing would be any rental housing that is affordable for residents making up to 60% of Area Median Income (AMI), or for-sale housing that is affordable for residents making up to 100% of AMI. AMI per this definition is based on the Housing and Urban Development (HUD) definitions, which groups Clear Creek County communities into the Denver Metropolitan Area calculations (see attached chart for AMI and income levels for Clear Creek County and other Colorado counties). In the future, we intend to discuss incentive programs (financial and otherwise) for housing projects meeting the city's specific definition of affordable housing (which has not yet been formally established). The incentive program could have different "affordability" standards. That said, Proposition 123 requires communities to fast track developments meeting their definition, so for now the city will have to stick to the above definition for this program.

This was presented at the June 4, 2025, Planning Commission meeting, where the Planning Commission unanimously recommended that the City Council approve this resolution.

CURRENT STATUS

Staff believe that our processes already allow for 90-day reviews for any land use application with the exception of annexations (which are not subject to Proposition 123 requirements). Even in a scenario where we miss the public notice period for an application and must wait until next month's Planning Commission meeting, we would just hit the 90-day benchmark (50 days if we perfectly hit the deadline, 90 if we have a six-week wait for the next Planning Commission meeting). Since Proposition 123 allows for a 30-day extension when comments need to be addressed, we can fit within the 90-day period for entitlement approval. Other projects (variances, conditional use permits, etc.) could be accomplished in this period, as well.

Since we already meet this standard, the conclusion was that we should formally commit to it but not making any additional commitments beyond those required in the state statutes. What this means is that we adopt a resolution stating the following, which is included in the draft resolution presented in the packet:

1. Stated Commitment for Expedited Review Policies for Future Affordable Housing Projects

At its simplest, the state statute simply requires the City to commit to expedited review policies. The draft resolution acknowledges that any "complete application received by the city for an affordable housing development will be placed on the next available agenda once proper public notice has been posted and a decision rendered on the application within 90 days to ensure an expedited and timely review of the affordable housing project."

2. Commitment to scheduling "special" meetings for affordable housing projects

Given that a key factor that slows reviews often is the public notice requirements, the city proposes to adopt a formal policy that establishes special meeting dates for Planning Commission reviews of affordable housing projects. The draft resolution states that the Planning Commission will schedule a special meeting for affordable housing projects meeting the state's affordable housing definitions.

3. Development of checklists and guides

To reduce the amount of time it takes for a developer to gather the necessary information and documentation required to submit for an affordable housing application, City staff can commit to developing detailed checklists and guides for the city's various land use applications that can be provided to developers interested in constructing housing in the City. We can also provide names, contact information, and links to additional resources to support applicant success with meeting all requirements. By creating checklists and guides that show developers the necessary steps in the process, the necessary submittal requirements, a reasonable timeline estimate for the review process, and clear information on what is needed to get an approval, the City could provide better certainty for developers on the steps and time required to get an approval. This would not directly reduce the time it takes for an application to make its way through the approval process but could have a substantial impact on the amount of pre-application preparation a developer needs to put together and submit a complete application. Checklists and Guides must be clear enough for a developer to understand the expectations of what a complete application submittal includes. Staff will begin working on this once the resolution is adopted, with the goal of having this completed in 2025.

STAFF RECOMMENDATION

Staff recommend that the City Council adopt the included draft resolution.

SAMPLE MOTION

Motion to approve Resolution No. 18, Series 2025, A Resolution Establishing Affordable Housing Policies in Compliance with Proposition 123.



TO: City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Downtown Miner Street Bike Racks
MEETING DATE: June 9, 2025

The scope of this work session item is to present an option for downtown Miner Street bike storage. COMBA connected city staff with Nelson Vila-Santa from Colorado Precision Plasma, who has designed several options that could work on Miner Street. Staff have heard from City Council that there is a need for safe, secure, convenient bike storage. There was a discussion about a staffed valet parking system to manage bikes downtown and a discussion about the potential for bike lockers. These options have substantial costs, with a valet system requiring both space and staffing and bike lockers costing, at minimum, \$1,000-2,000 per locker.

This idea was presented at the May Business and Community Promotions Board (BCPB) meeting, where the BCPB expressed support for the bike racks presented. The BCPB wanted to be sure that any solution was attractive and fit within the downtown Miner Street activation in terms of aesthetics and placement.

The solutions presented were created with the following goals/needs in mind:

- Convenient – the bike storage needs to be in a convenient location near desired destinations (Miner Street shops and restaurants, for example) to encourage bike travel to those locations.
- Safe and secure – The storage needs to allow for peace of mind. This means that storage needs to be in a safe, visible location and means that storage needs to allow people to secure their bikes so that theft does not occur.
- Attractive – The storage needs to be attractive and fit well within the area it is located. This means attractive design elements (city branding, logos, etc.) need to be incorporated and other features – seating, flower boxes, etc. – could be incorporated to enhance the design.
- Flexible – The storage should be flexible to be able to be moved during construction, for special events, etc., to maximize effectiveness.

Safety / Security:

The bike racks are designed to allow cyclists to roll their bike onto the rack and secure it via an integrated locking system. Cyclists would be required to bring a padlock, but the cyclist would not need to bring a bulky bike lock. This was an important consideration because secure locking is a critical component. We investigated whether locks could be integrated directly into the rack itself but found that it would not be feasible without adding significant cost and complexity to the system. Speaking with the BCPB, several businesses expressed interest in providing locks for sale or rent at their businesses.

Location and Size:

The design and construction would allow for flexible sizing. Staff believe it could be smart to design the rack to be the approximate size of one Miner Street parking space. That way, the rack could be placed into an inactivated parking space in front of a business or in one of the bump outs that cannot accommodate vendors/activations. A rack designed to fit within a typical 9' x 18' parking space would be able to fit 15-20 bikes at one time. One obvious spot for a rack would be in front of Citizens Park, as it is central along Miner Street and would not get in the way of Miner Street activations. This would position cyclists no more than a block and a half walk to any location on Miner Street. If several racks were purchased, one could be placed on each block to maximize visibility and minimize distances from bike storage from any individual shop.

Flexibility:

Another element of the design is that it is portable and could be moved with a forklift or trailer, with an estimated weight being ~400 pounds. For special events outside the Historic District, racks could be moved to those areas. They could also be moved from Miner Street for street cleaning, during the winter, etc., and stored at the Public Works facility.

Estimated costs and timeline:

It was estimated that a rack sized to fit in a parking space would cost between \$3,000 and \$5,000. We are still unsure how many cyclists ride downtown on a given day, so staff are unsure what capacity would be required/desired downtown. This is more

expensive than the “wave shaped” bike racks that the city currently has in Citizens Park, at City Hall, near Tommyknocker and the library, etc. However, the racks the city currently has are suboptimal in two main ways: 1) they are not movable, having to be bolted into the ground, which limits their flexibility and reduces the places where they could be put; and 2) they do not have any built-in security measures, requiring a full bike lock to secure the bike.

REQUEST FOR DIRECTION: City staff believe that this is a creative solution for bike storage on Miner Street that fits well in the marketplace and would meet the city’s needs downtown. As such, we request that City Council consider purchasing at least one rack for use downtown. There are several budget sources where this funding could come from. If this is a successful solution to bike parking on Miner Street, we could budget for more storage for 2026.

Does City Council support the purchase of one or more of the presented bike racks from Colorado Precision Plasma?

Google Maps

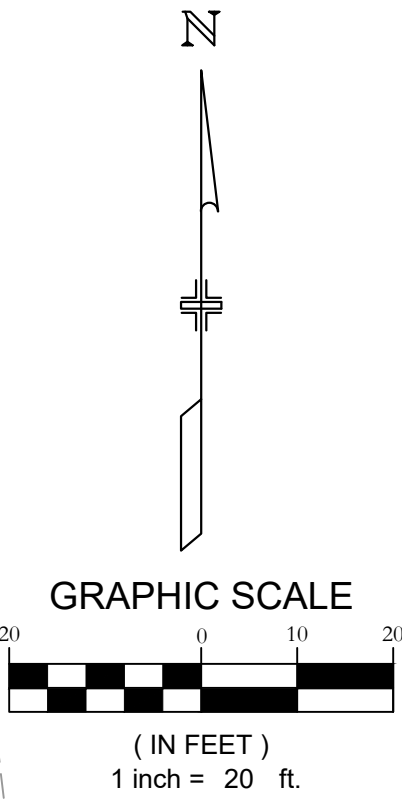


- old main + services
 — new main + services
 #1: 27' 10" from manhole, 11' 3" from new main
 #2: 42' 3" from manhole, 7' 6" from new main
 #3: 40' 6" from manhole, 7' 6" from new main
 #4: 131' 6" from manhole, 8' 8" from new main
 #5 TIED INTO #6

Imagery ©2025, Map data ©2025 Google 20 ft

LAND SURVEY PLAT

Lot, Block, (Subdivision)
A part of _____ Quarter of Section __,
Township __ South, Range __ West of the 6th Principal Meridian
County of , State of Colorado



Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452
(303) 567-4755

Type of Survey			
xxxxx			
Client:			
S00, T0S, R70W of the 6th P.M.	Sheet No.	No. of Sheets	
Project No. 25-XX	1	1	

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
May 27, 2025**

The City Council of the City of Idaho Springs held a regular meeting on May 27, 2025, in the city council chambers. Mayor Pro Tem Jeremy Jones called the meeting to order at 7:02 p.m.

Answering the roll were: Mayor Pro Tem Jeremy Jones, Councilmember Lisa Manifold, Councilmember Scott Pennell, Councilmember Jim Clark and Councilmember Janine Mariani. Mayor Chuck Harmon and Councilmember Kate Collier were absent. Also present were City Administrator Andrew Marsh, Community Development Planner Dylan Graves, Chief Nate Buseck, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell, Assistant City Administrator Guy Patterson, Water Facilities Superintendent Edward Sigward and Best and Brightest Fellow Maria Schanhals.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Pro Tem Jeremy Jones advised council that the agenda needed to be amended to add an additional action item from the Assistant City Administrator. Councilmember Mariani moved to approve the agenda, Councilmember Pennell seconded, second followed by an all in favor voice vote.

CONFLICT OF INTEREST

Councilmember Pennell stated he had a conflict on the bill for the Car Wash and that he would recuse himself from voting on the approval for the car wash bill.

APPROVAL OF MINUTES

Councilmember Mariani moved to approve the minutes of May 12th, 2025, Councilmember Manifold seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS

Councilmember Pennell moved to approve the bills from May 16th to May 31st 2025 excluding the bill for S&B Carwash. Councilmember Clark seconded, second followed by an all in favor roll call vote.

Councilmember Mariani moved to approve the bill to S&B Carwash. Councilmember Clark seconded, second followed by an all in favor roll call vote.

PUBLIC COMMENT

Tracy Troia – Clear Creek County Mayor and Commissioner Youth Award Donation request. Tracy Troia came in to give a presentation to Council. Ms. Troia thanked Idaho Springs for always contributing to this award. This is the 20th year for this award and the winners get a dinner, a laptop, a computer bag and also a \$500.00 scholarship to higher learning. This award is for 13–19-year-olds and there are 8 awards given.

Amy Tomlinson – 38 Virginia Canyon Road – Ms. Tomlinson stated that they have a rock wall that goes east along their property and the current road improvements on Virginia Canyon Road and Virginia Street has caused a lot of damage to that wall. City Administrator Andrew Marsh advised Ms. Tomlinson that the city is aware of this damage and that the contractor has agreed to fix and damage caused by the road improvements.

UNSCHEDULED PUBLIC COMMENT

Amy Tomlinson – 38 Virginia Canyon Road - Ms. Tomlinson wanted to advise council that at 12th & Miner Street, with all of the fieldhouse construction and the rerouting of the bustang has created a bit of a dangerous parking situation. Ms. Tomlinson had her vehicle hit by a bustang as the bus could not maneuver the road with the current closures and the marked parking spaces. Ms. Tomlinson asked that the first parking space in that lot, be turned into a no parking space to allow the buses to maneuver in this area. City Administrator Andrew Marsh advised the room that the Bustang had advised the city about this accident and that the city has already marked that one space as no parking.

LIQUOR LICENSING AUTHORITY

Public Hearing Permanent Modification of Premise for Yards Tap House located at 2731 Colorado Blvd. Mayor Pro Tem Jeremy Jones Opened the Public Hearing at 7:15 pm. Deputy City Clerk Wonder Martell went over her staff report with the authority. Ms. Martell advised that she had no negative comments regarding this modification request and that she knew of no concerns or complaints about Yards Tap House.

Andrew Yard was sworn in to provide testimony regarding this hearing. Mr. Yard stated that they decided to apply for this permanent modification as last year they had a temporary modification and that it was very well received. Mr. Yard would like to create more space for the VCMP bike riders and provide more bike parking spaces for his patrons, and that in doing so he can provide more protection for his guests.

There were no comments regarding this public hearing.

Mayor Pro Tem Jeremy Jones closed the public hearing at 7:17 pm.

Mayor Pro Tem Jeremy Jones moved to approve a permanent modification of premise to Yards Tap House located at 2731 Colorado Blvd. Councilmember Manifold seconded, second followed by an all in favor roll call vote. Modification approved.

FINANCE OFFICER

The April financial statements were included in the packet for council review; the finance director was not in attendance for this meeting.

RESOLUTIONS

Public Hearing: Mayor Pro Tem Jeremy Jones opened the public hearing at 7:21 pm. Community Development Planner Mr. Graves went over his staff report with council. Mr. Graves stated that this project is in conformance, and the west portion was approved last year. Mr. Graves stated there are 2 key elements 1. Noise wall close to exit 241 and 2. The Hidden Valley Roundabout. The noise wall will be 14 to 16 feet high and 520 feet long and it will provide substantial noise improvements to residents in the area. Mr. Graves did mention that there are a lot of utilities in the area and that there are concerns about the aesthetics of the roundabout. Mr. Graves stated that he heard no issues from PD or from Public Works on being able to provide services. Mr. Graves stated that staff recommends approval with the 5 conditions in the staff report.

1. Construction of a noise wall along westbound I-70 in eastern Idaho Springs, just east of Exit 241
2. Improvements to the intersection at Exit 243 at Hidden Valley, including a roundabout at the westbound off-ramp/on-ramp to improve traffic flow
3. Connection of two-mile stretch of frontage road between Exit 243 and Exit 244
4. Express Lane ingress/egress for Westbound I-70 near Exit 241
5. Clear Creek Trail improvements in city limits

APPLICANTS: Kurt Kionka, Tyler Brady and Abbie Modafferi all with CDOT were all sworn in by Deputy City Clerk Wonder Martell to provide testimony for this hearing.

Mr. Kionka thanked council for their continued support and that they had a quick presentation to show what's upcoming. They are improving 8 miles of I-70 and alleviating the bottleneck at Floyd Hill. Adding an extra full time toll lane. Mr. Kionka stated there will be a buffer in between this toll lane and the other lanes of the

highway. There are a lot of safety improvements happening and they are continuing with the Clear Creek Greenway Trail In the area and they are mindful of the recreation in the area. CDOT has 2 air quality tracking devices one at the Fire station and one at the Health and Wellness Center. This project is package 4.

Tyler Brady showed the short movie presentation of what the highway will look like once this project is done.

Ms. Modafferi went over the NEPA process, she stated that they have over 100 different commitments, the final aesthetic of the noise wall will look like the one in Silver Plume. Ms. Modafferi stated that they are replacing trees one for one and that there are specific air quality requirements during construction and for 2 years once construction is completed. Ms. Modafferi also mentioned that they are aware of the deicer that they use in regards to the water quality, they will have chloride data hourly by 2026. Mr. Brady mentioned that the city would be involved in the discussion of the aesthetic of the Hidden Valley Roundabout.

Councilmember Clark asked if big trucks will be able to maneuver in the new Hidden Valley Roundabout. Mr. Kionka advised that they could. Councilmember Pennell asked what the ETA for completion will be. Mr. Kionka stated the end of 2028 with a good possibility that it will be into 2029. Mr. Pennell asked if they had any data on any accidents caused by this construction. Mr. Kionka stated there was no significant increase and they are tracking data. Mr. Pennell advised them that they have been doing a really good job with safety. Councilmember Manifold stated that the shuttle for greenway users was very creative and has that program been successful? Mr. Brady stated that they have gotten excellent feedback, but there have not been that many users and they are trying to spread the word on the shuttle. Councilmember Manifold asked about the mention of creek expansion and what does that mean. Mr. Brady stated that they are planting specific vegetation, planning for access that they can widen. Ms. Modafferi stated they have had discussions on where benches can be built without disturbing the rafters. City Administrator Andrew Marsh asked if traffic would continue when building the raised parts? Mr. Kionka advised that it would and that we would be seeing many interesting things. Mr. Marsh stated that this will bring 3 full westbound lanes to exit 241.

Mayor Pro Tem Jeremy Jones closed the public hearing at 7:56 pm.

Councilmember Manifold moved to Approve Resolution #17, Series 2025 A Resolution Conditionally Approving 1041-25-001: a 1041 Permit for Development in an Area or Activity of State Interest Within the City of Idaho Springs for Certain Improvements Related to the Central Portion of the Colorado Department of Transportation Interstate 70 (I-70) Floyd Hill to Veterans Memorial Tunnels Project. Councilmember Pennell seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

PUBLIC HEARING: The public Hearing for Ordinance #9, Series 2025 An Ordinance Amending Sections 21-15 And 21-50 Of the Idaho Springs Municipal Code to Amend the Definition of Efficiency Dwelling Unit and To Designate the Same as A Permitted Use in The R-3, R-M, C-1, And C-2 Zone Districts has been tabled. Councilmember Manifold moved to table Ordinance #9, Councilmember Mariani seconded, second followed by an all in favor roll call vote. Ordinance tabled.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with one request for action. Councilmember Mariani moved to approve an Amendment to an Agreement for Services from Ground Engineering Consultants, Inc. in an amount not to exceed \$117,350 for Colorado Department of Transportation (CDOT) third party right of way inspection services related to the Chicago Creek Waterline Replacement Project on Colorado Highway 103. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator – Staff report submitted with one request for action. Mayor Pro Tem Jeremy Jones moved to approve City Staff applying for a Department of Local Affairs (DOLA) Local Planning Capacity Grant with a maximum City match amount not to exceed Six Thousand Dollars (\$6,000.00). Council member Manifold seconded, second followed by an all in favor roll call vote.

Community Development Planner- Staff report submitted with no requests for action.

Deputy City Clerk – Staff report submitted with no requests for action

POLICE DEPARTMENT

No Staff report submitted. Chief Busek mentioned a Blue Envelope Program that he is beginning and is excited about.

PUBLIC WORKS

Staff report submitted in conjunction with Water Facilities Staff report.

WATER FACILITIES DEPARTMENT

Staff report submitted with no requests for action. Mr. Sigward mentioned that the water wheel was having some repairs, last year the shim gave out and the axle was rubbing on an old bearing. Scott Wallace and Bob Alexander went and got it working. Councilmember Manifold asked if the Water Wheel should be added to the Historic Sites and Facilities. Mr. Graves advised he would put that on the next Historic Sites and Facilities Board agenda for the meeting in July.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Councilmember Mariani moved to appoint Doug Smith to an additional variance board assignment.

Councilmember Pennell seconded followed by an all in favor voice vote.

Councilmember Manifold moved to appoint Erica Duvic to an alternate position on the Historic Preservation Review Commission (HPRC). Councilmember Pennell seconded, second followed by an all in favor voice vote.

ADJOURN

Mayor pro tem Jeremy Jones adjourned the meeting at 8:15 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A Striping LLC (2108)								
1-2025								
1-2025	Invoice	Curb and Road Painting	04/30/2025	06/30/2025	3,550.00	Open	05/25	10-10-5207
Total 1-2025:					3,550.00			
Total A Striping LLC (2108):					3,550.00			
Alsco - Denver Linen (13)								
3121446								
3121446	Invoice	Carpets	06/03/2025	06/13/2025	95.60	Open	06/25	10-30-5108
Total 3121446:					95.60			
Total Alsco - Denver Linen (13):					95.60			
AT&T Mobility (283)								
287246995984X05212025								
287246995984X05212025	Invoice	Cell Phone/WasteWater	05/21/2025	06/08/2025	107.86	Open	05/25	52-00-5335
287246995984X05212025	Invoice	Cell Phones/Water	05/21/2025	06/08/2025	107.86	Open	05/25	51-00-5335
Total 287246995984X05212025:					215.72			
Total AT&T Mobility (283):					215.72			
AV-TECH Electronics (1941)								
0098636								
0098636	Invoice	2019 f150 service docking station	05/27/2025	06/27/2025	247.50	Open	05/25	10-30-6100
Total 0098636:					247.50			
Total AV-TECH Electronics (1941):					247.50			
Blue to Gold, LLC (2054)								
135335								
135335	Invoice	Advanced Criminal Investigations	05/22/2025	06/30/2025	225.00	Open	05/25	10-30-5212
135335	Invoice	Certified Search and Seizure - Ro	05/22/2025	06/30/2025	545.00	Open	05/25	10-30-5212
Total 135335:					770.00			
Total Blue to Gold, LLC (2054):					770.00			
Browns Hill Engineering & Cont (1416)								
30524								
30524	Invoice	Service Work WTP	05/29/2025	06/29/2025	884.80	Open	05/25	51-00-5108
Total 30524:					884.80			
1597								
1597	Invoice	WTP SCADA Leasing Agreement	06/01/2025	07/01/2025	8,238.00	Open	07/25	51-00-5000
Total 1597:					8,238.00			
1598								
1598	Invoice	WWTP SCADA Leasing Agreeeme	06/01/2025	07/01/2025	1,620.00	Open	07/25	52-00-5000
Total 1598:					1,620.00			
30553								
30553	Invoice	Starlink Service	06/02/2025	07/02/2025	287.00	Open	06/25	51-00-5335
Total 30553:					287.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Browns Hill Engineering & Cont (1416):					11,029.80			
CCMRD (43)								
1185								
1185	Invoice	Rec Center Passes - Admin	06/02/2025	06/17/2025	125.00	Open	05/25	10-20-5215
1185	Invoice	Rec Center Passes - PD	06/02/2025	06/17/2025	80.00	Open	05/25	10-30-5215
1185	Invoice	Rec Center Passes - Water	06/02/2025	06/17/2025	20.00	Open	05/25	51-00-5215
Total 1185:					225.00			
1210								
1210	Invoice	Shelly Quinn Park work	06/03/2025	06/18/2025	160,876.50	Open	05/25	21-00-6032
Total 1210:					160,876.50			
Total CCMRD (43):					161,101.50			
CenturyLink (569)								
333637776-52225								
333637776-52225	Invoice	WWTP Alarm	05/22/2025	06/11/2025	138.48	Open	05/25	52-00-5335
Total 333637776-52225:					138.48			
333710092-52525								
333710092-52525	Invoice	WTP Alarm	05/25/2025	06/16/2025	228.70	Open	05/25	51-00-5335
Total 333710092-52525:					228.70			
333469199-52825								
333469199-52825	Invoice	PW Internet	05/28/2025	06/17/2025	102.94	Open	05/25	10-10-5335
Total 333469199-52825:					102.94			
Total CenturyLink (569):					470.12			
Chicago Creek Sanitation (434)								
2025-06								
2025-06	Invoice	Maintenance Fee	05/26/2025	06/26/2025	197.00	Open	06/25	52-00-5206
Total 2025-06:					197.00			
Total Chicago Creek Sanitation (434):					197.00			
City of Idaho Springs (289)								
6.1.25								
6.1.25	Invoice	Payroll Transfer	06/01/2025	06/30/2025	300,000.00	Open	06/25	10-00-1580
Total 6.1.25:					300,000.00			
Total City of Idaho Springs (289):					300,000.00			
Clear Creek County Road & Bridge (1278)								
MAY 2025								
MAY 2025	Invoice	Fleet fuel/Parks	06/02/2025	06/30/2025	416.65	Open	05/25	10-60-6191
MAY 2025	Invoice	Fleet fuel/Police	06/02/2025	06/30/2025	2,841.58	Open	05/25	10-30-6191
MAY 2025	Invoice	Fleet fuel/Streets	06/02/2025	06/30/2025	1,014.21	Open	05/25	10-10-6191
MAY 2025	Invoice	Fleet fuel/WasteWater	06/02/2025	06/30/2025	74.83	Open	05/25	52-00-6191
MAY 2025	Invoice	Fleet fuel/Water	06/02/2025	06/30/2025	74.82	Open	05/25	51-00-6191
Total MAY 2025:					4,422.09			
Total Clear Creek County Road & Bridge (1278):					4,422.09			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Clear Creek Mayors and Commissioners (1728)								
2025								
2025	Invoice	Mayor & Commissioner Youth Aw	05/01/2025	06/30/2025	2,000.00	Open	06/25	10-21-5036
Total 2025:					2,000.00			
Total Clear Creek Mayors and Commissioners (1728):					2,000.00			
Clear Creek Supply (291)								
9727								
9727	Invoice	dex and floor dry	05/12/2025	06/12/2025	51.97	Open	05/25	10-10-6150
9727	Invoice	Hydraulic fittings	05/12/2025	06/12/2025	136.36	Open	05/25	10-10-5207
Total 9727:					188.33			
4483								
4483	Invoice	Hydraulic fittings	05/13/2025	06/12/2025	136.36	Open	05/25	10-10-5207
Total 4483:					136.36			
9987								
9987	Invoice	coupling	05/19/2025	06/18/2025	4.29	Open	05/25	10-60-6045
Total 9987:					4.29			
10007								
10007	Invoice	flatstock	05/20/2025	06/19/2025	19.99	Open	05/25	10-60-6022
Total 10007:					19.99			
10059								
10059	Invoice	grease coupler	05/21/2025	06/20/2025	5.97	Open	05/25	10-60-6022
Total 10059:					5.97			
4573								
4573	Invoice	jack for water wheel	05/21/2025	06/20/2025	107.99	Open	05/25	10-60-6022
Total 4573:					107.99			
10078								
10078	Invoice	wrench	05/22/2025	06/21/2025	22.99	Open	05/25	10-10-6150
Total 10078:					22.99			
10249								
10249	Invoice	oil and filter	05/27/2025	06/26/2025	28.52	Open	05/25	10-10-6150
Total 10249:					28.52			
10271								
10271	Invoice	oil change supplies	05/28/2025	06/27/2025	75.77	Open	05/25	10-10-6150
Total 10271:					75.77			
10305								
10305	Invoice	green concentrate	05/29/2025	06/28/2025	15.99	Open	05/25	10-10-6150
Total 10305:					15.99			
10390								
10390	Invoice	mini bukb	05/30/2025	06/30/2025	3.24	Open	05/25	51-00-6150

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 10390:					3.24			
Total Clear Creek Supply (291):					609.44			
Colorado Analytical Lab (945)								
250520042								
250520042	Invoice	total coliform P/A compl	05/21/2025	06/20/2025	103.50	Open	05/25	51-00-5201
Total 250520042:					103.50			
250507148								
250507148	Invoice	sludge	05/22/2025	06/22/2025	449.00	Open	05/25	52-00-5201
Total 250507148:					449.00			
250520050								
250520050	Invoice	bod-5	05/27/2025	06/28/2025	66.60	Open	05/25	52-00-5201
Total 250520050:					66.60			
Total Colorado Analytical Lab (945):					619.10			
Colorado Information Sharing Consortium (2200)								
1722								
1722	Invoice	Membership Fee	02/07/2025	06/07/2025	225.00	Open	05/25	10-30-7011
Total 1722:					225.00			
Total Colorado Information Sharing Consortium (2200):					225.00			
Comcast (1486)								
0197295-5232025								
0197295-5232025	Invoice	City Hall Internet	05/23/2025	06/17/2025	474.68	Open	06/25	10-20-5335
Total 0197295-5232025:					474.68			
Total Comcast (1486):					474.68			
Common Knowledge Technology, Inc (1549)								
66461								
66461	Invoice	IT Services - Admin	06/02/2025	07/02/2025	1,360.50	Open	06/25	10-20-5106
66461	Invoice	IT Services - PD	06/02/2025	07/02/2025	1,360.50	Open	06/25	10-30-5108
66461	Invoice	IT Services - Streets	06/02/2025	07/02/2025	1,360.50	Open	06/25	10-10-5108
66461	Invoice	IT Services - Water	06/02/2025	07/02/2025	680.25	Open	06/25	51-00-5106
66461	Invoice	IT Services - WW	06/02/2025	07/02/2025	680.25	Open	06/25	52-00-5106
Total 66461:					5,442.00			
Total Common Knowledge Technology, Inc (1549):					5,442.00			
Control Systems Inc (2201)								
10114625								
10114625	Invoice	Service Call Water Treatment Pla	04/23/2025	06/23/2025	451.96	Open	05/25	51-00-5108
Total 10114625:					451.96			
Total Control Systems Inc (2201):					451.96			
Core & Main LP (959)								
W890145								
W890145	Invoice	a-31 lwr stm	05/23/2025	06/23/2025	300.59	Open	05/25	51-15-5206

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total W890145:					300.59			
Total Core & Main LP (959):					300.59			
Doyle Disposal (380)								
30300								
30300	Invoice	WWTP Dumpster	05/25/2025	06/25/2025	453.00	Open	06/25	52-00-5202
Total 30300:					453.00			
Total Doyle Disposal (380):					453.00			
Dulaney Architecture (2122)								
JUNE32025								
JUNE32025	Invoice	Design Development New PD	06/03/2025	07/02/2025	79,361.73	Open	06/25	21-00-7045
Total JUNE32025:					79,361.73			
Total Dulaney Architecture (2122):					79,361.73			
FNF Construction INC (2165)								
2437-8								
2437-8	Invoice	Virginia Canyon Utility Improve	06/02/2025	07/01/2025	340,770.06	Open	05/25	51-72-7320
Total 2437-8:					340,770.06			
Total FNF Construction INC (2165):					340,770.06			
Foothills Auto & Truck Parts (1021)								
123136								
123136	Invoice	wrench and scraper	05/16/2025	06/15/2025	22.29	Open	05/25	10-30-6193
Total 123136:					22.29			
Total Foothills Auto & Truck Parts (1021):					22.29			
Front Range Carpet (617)								
5.31.2025								
5.31.2025	Invoice	Carpet Cleaned	05/31/2025	06/30/2025	766.00	Open	05/25	10-20-5208
Total 5.31.2025:					766.00			
Total Front Range Carpet (617):					766.00			
Hach Company (138)								
14506057								
14506057	Invoice	dpd refills	05/20/2025	06/20/2025	161.81	Open	05/25	51-00-6207
Total 14506057:					161.81			
Total Hach Company (138):					161.81			
HDR Engineering, Inc (1605)								
1200723690								
1200723690	Invoice	Mobility Hub	05/22/2025	06/22/2025	48,961.99	Open	04/25	59-70-5108
Total 1200723690:					48,961.99			
1240027667								
1240027667	Invoice	Virginia Canyon	06/04/2025	07/03/2025	80,762.50	Open	05/25	51-72-7320

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1240027667:					80,762.50			
Total HDR Engineering, Inc (1605):					129,724.49			
Home Depot Credit Services (578)								
2180432								
2180432	Invoice	bolts, flashlight, grease and ball v	04/29/2025	06/30/2025	102.64	Open	04/25	51-15-6005
Total 2180432:					102.64			
1010503								
1010503	Invoice	pvc cement	04/30/2025	06/30/2025	17.07	Open	04/25	10-60-6045
Total 1010503:					17.07			
3525373								
3525373	Invoice	3/8 tool set	05/08/2025	06/30/2025	79.97	Open	05/25	10-60-6020
3525373	Invoice	flashlights	05/08/2025	06/30/2025	49.94	Open	05/25	10-60-6020
3525373	Invoice	screwdriver set, wiring tool, wire s	05/08/2025	06/30/2025	101.85	Open	05/25	10-60-6020
3525373	Invoice	trim line	05/08/2025	06/30/2025	73.94	Open	05/25	10-60-6020
Total 3525373:					305.70			
5023438								
5023438	Invoice	impact wrench	05/16/2025	06/30/2025	239.00	Open	05/25	10-60-6010
5023438	Invoice	padlock, batteries, s hooks	05/16/2025	06/30/2025	88.17	Open	05/25	10-60-6010
Total 5023438:					327.17			
5302826								
5302826	Invoice	barrel planters	05/16/2025	06/30/2025	399.76	Open	05/25	10-60-6010
Total 5302826:					399.76			
2011088								
2011088	Invoice	sprinkler parts	05/19/2025	06/30/2025	3.16	Open	05/25	10-60-6045
Total 2011088:					3.16			
4024942								
4024942	Invoice	moisture meter	05/27/2025	06/30/2025	38.97	Open	05/25	10-60-6020
4024942	Invoice	nozzles and tape measurer	05/27/2025	06/30/2025	41.61	Open	05/25	10-60-6020
4024942	Invoice	pry bar set	05/27/2025	06/30/2025	46.97	Open	05/25	10-60-6020
Total 4024942:					127.55			
Total Home Depot Credit Services (578):					1,283.05			
Insight Auto Glass (1569)								
303024								
303024	Invoice	2018 ford explorer windshield	05/19/2025	06/18/2025	579.50	Open	05/25	10-30-6100
Total 303024:					579.50			
323025								
323025	Invoice	2025 ford explorer windshield	05/19/2025	06/18/2025	833.69	Open	05/25	10-30-6100
Total 323025:					833.69			
Total Insight Auto Glass (1569):					1,413.19			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
JVA Incorporated (1110)								
20955								
20955	Invoice	Police Station	11/30/2024	06/30/2025	4,503.79	Open	05/25	21-00-7045
Total 20955:					4,503.79			
20958								
20958	Invoice	PW Facility	11/30/2024	06/30/2025	6,286.00	Open	05/25	21-00-7044
Total 20958:					6,286.00			
Total JVA Incorporated (1110):					10,789.79			
Keepin' It Clean (2203)								
50								
50	Invoice	City Hall Window Cleaning	06/01/2025	07/01/2025	640.00	Open	05/25	10-20-5208
Total 50:					640.00			
Total Keepin' It Clean (2203):					640.00			
Law Firm Of Suzanne Rogers PC (737)								
6.1.25								
6.1.25	Invoice	Mileage	06/01/2025	06/30/2025	61.18	Open	06/25	10-40-5115
6.1.25	Invoice	Prosecutor	06/01/2025	06/30/2025	1,500.00	Open	06/25	10-40-5115
Total 6.1.25:					1,561.18			
Total Law Firm Of Suzanne Rogers PC (737):					1,561.18			
Liberty Communications (1547)								
3740659								
3740659	Invoice	phone service admin	05/30/2025	06/29/2025	144.55	Open	06/25	10-20-5303
3740659	Invoice	phone service police	05/30/2025	06/29/2025	144.55	Open	06/25	10-30-5303
3740659	Invoice	phone service public works	05/30/2025	06/29/2025	144.55	Open	06/25	10-10-5303
3740659	Invoice	phone service wastewater	05/30/2025	06/29/2025	72.28	Open	06/25	52-00-5303
3740659	Invoice	phone service water	05/30/2025	06/29/2025	72.27	Open	06/25	51-00-5303
Total 3740659:					578.20			
Total Liberty Communications (1547):					578.20			
Matthew Bender & Co (696)								
45047588								
45047588	Invoice	Marijuana Laws & Regs	04/30/2025	06/30/2025	110.43	Open	05/25	10-30-5108
Total 45047588:					110.43			
Total Matthew Bender & Co (696):					110.43			
Michael Goodbee (1940)								
6.1.25								
6.1.25	Invoice	Judge	06/01/2025	06/30/2025	1,600.00	Open	06/25	10-40-5110
Total 6.1.25:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Milo's Speed Shop (2157)								
701								
701	Invoice	2016 Ford mount and balance tire	05/22/2025	06/21/2025	220.27	Open	05/25	10-30-6100

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 701:					220.27			
707								
707	Invoice	2025 ford oil change	05/22/2025	06/21/2025	222.98	Open	05/25	10-30-6100
Total 707:					222.98			
723								
723	Invoice	2016 Ford Rack and Pinion	06/02/2025	07/01/2025	1,510.00	Open	06/25	10-30-6100
Total 723:					1,510.00			
Total Milo's Speed Shop (2157):					1,953.25			
Murray Dahl Beery & Renaud (806)								
JUN 04 2025								
JUN 04 2025	Invoice	legal services	06/04/2025	07/03/2025	8,788.46	Open	05/25	10-20-5101
Total JUN 04 2025:					8,788.46			
Total Murray Dahl Beery & Renaud (806):					8,788.46			
One Time Vendor (2193)								
111954								
111954	Invoice	Remobilization fee - Stage relocati	05/29/2025	06/29/2025	5,000.00	Open	05/25	21-00-6032
Total 111954:					5,000.00			
5.29.2025								
5.29.2025	Invoice	Drilling and Concrete for Stage Re	05/29/2025	06/28/2025	11,129.94	Open	05/25	21-00-6032
Total 5.29.2025:					11,129.94			
66								
66	Invoice	Weld Stage to new foundation	06/03/2025	06/10/2025	1,855.00	Open	05/25	21-00-6032
Total 66:					1,855.00			
Total One Time Vendor (2193):					17,984.94			
Peak Performance Imaging Solutions (409)								
72027								
72027	Invoice	PD meter billing for printer	05/28/2025	06/12/2025	99.17	Open	05/25	10-30-5309
Total 72027:					99.17			
Total Peak Performance Imaging Solutions (409):					99.17			
Professional Management Solutions (1833)								
85070								
85070	Invoice	Financial Services - admin	05/29/2025	06/28/2025	1,206.56	Open	04/25	10-20-5104
85070	Invoice	Financial Services - PD	05/29/2025	06/28/2025	1,206.56	Open	04/25	10-30-5108
85070	Invoice	Financial Services - PW	05/29/2025	06/28/2025	1,206.56	Open	04/25	10-10-5108
85070	Invoice	Financial Services - Water	05/29/2025	06/28/2025	603.28	Open	04/25	51-00-5104
85070	Invoice	Financial Services - WW	05/29/2025	06/28/2025	603.29	Open	04/25	52-00-5104
Total 85070:					4,826.25			
Total Professional Management Solutions (1833):					4,826.25			
Randall Wheelock (2194)								

	Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
3									
	3	Invoice	Stage Relocation	06/03/2025	07/02/2025	6,698.75	Open	05/25	21-00-6032
Total 3:						6,698.75			
Total Randall Wheelock (2194):						6,698.75			
Ross Brier (2172)									
2									
	2	Invoice	Photography Burro Race	06/01/2025	06/30/2025	475.00	Open	05/25	10-21-5108
Total 2:						475.00			
Total Ross Brier (2172):						475.00			
Sadie Schultz (2152)									
6.1.25									
	6.1.25	Invoice	Director of Business Promotion	06/01/2025	06/30/2025	5,500.00	Open	05/25	10-21-5108
	6.1.25	Invoice	Reimbursement for office	06/01/2025	06/30/2025	200.00	Open	05/25	10-21-5038
Total 6.1.25:						5,700.00			
Total Sadie Schultz (2152):						5,700.00			
T Mobile (2040)									
995996113-5212025									
	995996113-5212025	Invoice	Admin - Cell Phones	05/21/2025	06/19/2025	119.70	Open	05/25	10-20-5335
	995996113-5212025	Invoice	Parks - Cell Phone	05/21/2025	06/19/2025	39.90	Open	05/25	10-60-5335
	995996113-5212025	Invoice	Streets - Cell Phones	05/21/2025	06/19/2025	233.14	Open	05/25	10-10-5335
Total 995996113-5212025:						392.74			
Total T Mobile (2040):						392.74			
The Key People (2202)									
23914									
	23914	Invoice	City Hall Janitorial	05/22/2025	06/21/2025	180.00	Open	05/25	10-20-5108
Total 23914:						180.00			
23915									
	23915	Invoice	PW Janitorial	05/22/2025	06/21/2025	116.00	Open	05/25	10-10-5108
Total 23915:						116.00			
23916									
	23916	Invoice	PD Janitorial	05/22/2025	06/22/2025	100.00	Open	05/25	10-30-5108
Total 23916:						100.00			
Total The Key People (2202):						396.00			
Timberline Disposal (1467)									
5799968V324									
	5799968V324	Invoice	200 W. Colorado Blvd Trash	06/01/2025	06/05/2025	448.60	Open	06/25	10-10-5202
	5799968V324	Invoice	VCMP Portalet	06/01/2025	06/05/2025	416.37	Open	06/25	10-60-5202
Total 5799968V324:						864.97			
Total Timberline Disposal (1467):						864.97			
Tom J Peterson, Architect (2204)									

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
32506								
32506	Invoice	Stage Relocation	06/02/2025	06/30/2025	1,725.00	Open	04/25	21-00-6032
Total 32506:					1,725.00			
Total Tom J Peterson, Architect (2204):					1,725.00			
USA Blue Book (376)								
00713422								
00713422	Invoice	submersible pump	05/16/2025	06/15/2025	879.96	Open	05/25	51-00-5204
Total 00713422:					879.96			
Total USA Blue Book (376):					879.96			
Utility Notification Center of Colorado (1984)								
225050786								
225050786	Invoice	Locates - Water	05/31/2025	06/30/2025	27.67	Open	05/25	51-00-5108
225050786	Invoice	Locates - WW	05/31/2025	06/30/2025	27.66	Open	05/25	52-00-5108
Total 225050786:					55.33			
Total Utility Notification Center of Colorado (1984):					55.33			
WEX BANK (1459)								
104941460								
104941460	Invoice	Fleet fuel - Police	05/23/2025	06/13/2025	260.15	Open	05/25	10-30-6191
Total 104941460:					260.15			
Total WEX BANK (1459):					260.15			
Wilson Williams Fellman Dittman (2160)								
1688								
1688	Invoice	Xcel Energy Franchise Renewal	05/31/2025	06/30/2025	25.50	Open	05/25	10-20-5101
Total 1688:					25.50			
Total Wilson Williams Fellman Dittman (2160):					25.50			
Xcel Energy (540)								
5.30.25								
5.30.25	Invoice	10 Montane	05/30/2025	06/15/2025	46.77	Open	05/25	51-00-6001
5.30.25	Invoice	1101 Soda Creek	05/30/2025	06/15/2025	113.27	Open	05/25	51-00-6001
5.30.25	Invoice	1744 Miner Street	05/30/2025	06/15/2025	671.65	Open	05/25	10-30-6001
5.30.25	Invoice	1801 miner a	05/30/2025	06/15/2025	16.85	Open	05/25	52-00-6001
5.30.25	Invoice	200 Colorado	05/30/2025	06/15/2025	411.21	Open	05/25	10-10-6001
5.30.25	Invoice	2040 miner	05/30/2025	06/15/2025	15.83	Open	05/25	10-10-6001
5.30.25	Invoice	525 pine slope	05/30/2025	06/15/2025	13.20	Open	05/25	51-00-6001
5.30.25	Invoice	960 CR 314 New PW Facility	05/30/2025	06/15/2025	349.47	Open	05/25	10-10-6001
5.30.25	Invoice	City Hall	05/30/2025	06/15/2025	407.22	Open	05/25	10-20-6001
5.30.25	Invoice	New WWTP	05/30/2025	06/15/2025	3,453.14	Open	05/25	52-00-6001
5.30.25	Invoice	Parks	05/30/2025	06/15/2025	460.92	Open	05/25	10-60-6001
5.30.25	Invoice	PD	05/30/2025	06/15/2025	275.03	Open	05/25	10-30-6001
5.30.25	Invoice	streetlights	05/30/2025	06/15/2025	5,002.04	Open	05/25	10-10-6001
5.30.25	Invoice	Water Treatment Plant	05/30/2025	06/15/2025	3,924.88	Open	05/25	51-00-6001
5.30.25	Invoice	Wwtp	05/30/2025	06/15/2025	2,546.26	Open	05/25	52-00-6001
Total 5.30.25:					17,707.74			
Total Xcel Energy (540):					17,707.74			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Zambelli Fireworks (1639)								
518923-2								
518923-2	Invoice	4th of July Fireworks	06/02/2025	07/01/2025	13,200.00	Open	06/25	10-21-5050
Total 518923-2:					13,200.00			
Total Zambelli Fireworks (1639):					13,200.00			
Grand Totals:					1,143,490.53			

Report GL Period Summary

GL Period	Amount
04/25	55,632.95
07/25	9,858.00
06/25	407,625.36
05/25	670,374.22
Grand Totals:	1,143,490.53

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 18, Series 2025

A RESOLUTION ESTABLISHING AFFORDABLE HOUSING POLICIES IN COMPLIANCE WITH PROPOSITION 123 AND THE CITY’S 2023 COMMITMENT TO THE PROPOSITION AND TO INCREASED AFFORDABLE HOUSING

WHEREAS, in 2022, Colorado voters approved Proposition 123, creating the State Affordable Housing Fund and associated requirements concerning the Fund and its use, codified as Article 32, Title 29, C.R.S. (“Affordable Housing Fund Act”); and

WHEREAS, City of Idaho Springs, Colorado (“City”) is a statutory municipality duly organized under the laws of the State of Colorado and is eligible for Proposition 123 funding and programming; and

WHEREAS, the Idaho Springs City Council (“Council”) recognizes the importance of allowing affordable and attainable housing to be developed for its workforce and its residents and, accordingly, expressed its commitment to “opt in” to Proposition 123 and its affordable housing benchmarks in August of 2023 ; and

WHEREAS, the Council now desires to further commit to increasing the availability of affordable housing within the City and to Proposition 123’s provisions by directing City Planning staff to facilitate and expedite affordable housing projects, as further set forth herein; and

WHEREAS, the Council finds that adopting a policy statement which encourages and assists the development of affordable housing is in the City’s best interest.

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

Section 1. The above and foregoing recitals are specifically incorporated herein as findings and determinations of the Council.

Section 2. The Council hereby directs the City’s planning department to:

- Develop affordable housing checklists and guides to create more certainty for developers;
- Commit to an expedited review for future affordable housing projects; and
- Commit to scheduling special meetings for affordable housing projects as soon as possible.

The Council further authorizes planning staff to assist with affordable housing policy implementation and directs planning staff to apply for future funding on behalf of the City for the development of affordable housing pursuant to the Affordable Housing Fund Act.

Section 3. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

ADOPTED AND APPROVED this 9th day of June, 2025.

CITY OF IDAHO SPRINGS

By: _____
Chuck Harmon, Mayor

ATTEST:

By: _____
Diane Breece, City Clerk



TO: Idaho Springs Planning Commission
CC: City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson
FROM: Dylan Graves, Community Development Planner
SUBJECT: Expedited Review Code Amendment for Affordable Housing – Resolution #18, Series 2025
MEETING DATE: June 9, 2025

BACKGROUND

This proposed resolution is intended to meet the Department of Local Affairs (DOLA) requirements for Proposition 123 that require local governments to demonstrate they have implemented an expedited review process for housing projects where at least half of the units are affordable. This expedited review process requires that local governments commit to reviewing a complete application for an affordable housing project within 90 days of a complete submittal. For the City of Idaho Springs, this would mean that the City commits to completing a Final Development Plan (FDP) review for 50%+ affordable housing projects within 90 days from complete submittal. This would not mean that all required reviews combined take less than 90 days but that each review necessary would be done within 90 days.

To encourage working on this program, local governments that adopt a Proposition 123-compliant expedited development review process by December 31, 2025, will receive up to \$50,000 in grant funding, with no local match required. Local Planning Capacity Grant funds will be awarded and must be spent on eligible planning activities.

According to Proposition 123, affordable housing would be any rental housing that is affordable for residents making up to 60% of Area Median Income (AMI), or for-sale housing that is affordable for residents making up to 100% of AMI. AMI per this definition is based on the Housing and Urban Development (HUD) definitions, which groups Clear Creek County communities into the Denver Metropolitan Area calculations (see attached chart for AMI and income levels for Clear Creek County and other Colorado counties). In the future, we intend to discuss incentive programs (financial and otherwise) for housing projects meeting the city's specific definition of affordable housing (which has not yet been formally established). The incentive program could have different "affordability" standards. That said, Proposition 123 requires communities to fast track developments meeting their definition, so for now the city will have to stick to the above definition for this program.

This was presented at the June 4, 2025, Planning Commission meeting, where the Planning Commission unanimously recommended that the City Council approve this resolution.

CURRENT STATUS

Staff believe that our processes already allow for 90-day reviews for any land use application with the exception of annexations (which are not subject to Proposition 123 requirements). Even in a scenario where we miss the public notice period for an application and must wait until next month's Planning Commission meeting, we would just hit the 90-day benchmark (50 days if we perfectly hit the deadline, 90 if we have a six-week wait for the next Planning Commission meeting). Since Proposition 123 allows for a 30-day extension when comments need to be addressed, we can fit within the 90-day period for entitlement approval. Other projects (variances, conditional use permits, etc.) could be accomplished in this period, as well.

Since we already meet this standard, the conclusion was that we should formally commit to it but not making any additional commitments beyond those required in the state statutes. What this means is that we adopt a resolution stating the following, which is included in the draft resolution presented in the packet:

1. Stated Commitment for Expedited Review Policies for Future Affordable Housing Projects

At its simplest, the state statute simply requires the City to commit to expedited review policies. The draft resolution acknowledges that any "complete application received by the city for an affordable housing development will be placed on the next available agenda once proper public notice has been posted and a decision rendered on the application within 90 days to ensure an expedited and timely review of the affordable housing project."

2. Commitment to scheduling "special" meetings for affordable housing projects

Given that a key factor that slows reviews often is the public notice requirements, the city proposes to adopt a formal policy that establishes special meeting dates for Planning Commission reviews of affordable housing projects. The draft resolution states that the Planning Commission will schedule a special meeting for affordable housing projects meeting the state's affordable housing definitions.

3. Development of checklists and guides

To reduce the amount of time it takes for a developer to gather the necessary information and documentation required to submit for an affordable housing application, City staff can commit to developing detailed checklists and guides for the city's various land use applications that can be provided to developers interested in constructing housing in the City. We can also provide names, contact information, and links to additional resources to support applicant success with meeting all requirements. By creating checklists and guides that show developers the necessary steps in the process, the necessary submittal requirements, a reasonable timeline estimate for the review process, and clear information on what is needed to get an approval, the City could provide better certainty for developers on the steps and time required to get an approval. This would not directly reduce the time it takes for an application to make its way through the approval process but could have a substantial impact on the amount of pre-application preparation a developer needs to put together and submit a complete application. Checklists and Guides must be clear enough for a developer to understand the expectations of what a complete application submittal includes. Staff will begin working on this once the resolution is adopted, with the goal of having this completed in 2025.

STAFF RECOMMENDATION

Staff recommend that the City Council adopt the included draft resolution.

SAMPLE MOTION

Motion to approve Resolution No. 18, Series 2025, A Resolution Establishing Affordable Housing Policies in Compliance with Proposition 123.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 19 , Series 2025

**A RESOLUTION REPEALING RESOLUTION NO. 10, SERIES 2025, CONCERNING A
CHANGE IN CONTROLLING BENEFICIAL OWNERSHIP OF THE RETAIL
MARIJUANA STORE AND CULTIVATION FACILITY LOCATED AT 2818 AND 2820
COLORADO BOULEVARD, RESPECTIVELY**

WHEREAS, pursuant to Idaho Springs Municipal Code (“Code”) Section 9-154, the Idaho Springs City Council (“City Council”) serves as the City of Idaho Springs Marijuana Licensing Authority; and

WHEREAS, serving in such capacity, the City Council possesses all the authority pursuant to state law and the Code to grant or deny licenses, as well as all the powers of a local licensing authority as set forth in the Colorado Marijuana Code, C.R.S. § 44-10-101 et seq.; and

WHEREAS, pursuant to such authority, on March 10, 2025, the City Council approved an application to amend the Controlling Beneficial Owners (CBOs) of Igadi, Ltd., the license holder of City marijuana licenses to conduct retail marijuana store activities at 2818 Colorado Boulevard and retail cultivation activities at 2820 Colorado Boulevard, respectively, both within the City of Idaho Springs, Colorado (collectively, the “Licensed Premises”); and

WHEREAS, the requested change in CBOs was predicated on a merger and acquisition transaction that was not consummated, as represented by Igadi, Ltd. founder, partial owner and general counsel David Michel, and which all involved parties have agreed to terminate, as verified by the City; and

WHEREAS, the applicants have formally withdrawn their State application to change the CBOs for the State marijuana licenses that are parallel to the City marijuana licenses for the Licensed Premises; and

WHEREAS, the City Council therefore finds and determines that the factual conditions precedent to the change in CBOs previously approved on March 10, 2025, by Resolution No. 10, Series 2025 do not exist, as the merger and acquisition transaction did not occur, and that it is therefore necessary to repeal said Resolution No. 10 to restore the City licenses to the Licensed Premises to the status that existed prior to March 10, 2025.

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

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

Section 2. City of Idaho Springs, Colorado Resolution No. 10, Series 2025, “A Resolution Approving Applications For A Change In Controlling Beneficial Ownership Of Igadi, Ltd. As The Licensee Of The Retail Marijuana Store And Cultivation Facility Located At 2818 And 2820 Colorado Boulevard, Respectively” is hereby repealed.

Section 3. The City Clerk is authorized and directed to provide a copy of this Resolution to the applicants and to any other party requiring or requesting documentation of the action taken hereby.

RESOLVED, APPROVED, and ADOPTED this 9th day of June, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2025

AN ORDINANCE AMENDING SECTIONS 21-15, 21-50, 21-63, 21-106 AND 21-127 OF THE IDAHO SPRINGS MUNICIPAL CODE TO AMEND ACCESSORY DWELLING UNIT REQUIREMENTS IN RESPONSE TO COLORADO HOUSE BILL 24-1152

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

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

WHEREAS, pursuant to such authority, the Council previously adopted land development regulation regulations, codified as Chapter 21 of the Idaho Springs Municipal Code (“Code”), including provisions concerning accessory dwelling units (“ADUs”); and

WHEREAS, during the 2024 legislative session, the state legislature adopted House Bill 24-1152 (the “Bill”), subsequently signed into law by the Governor which mandates certain subject local jurisdictions within Colorado to adopt certain ADU regulations consistent with the Bill; and

WHEREAS, although the City is not a subject jurisdiction, as defined by the bill, the Council desires to achieve compliance with the Bill to ensure future DOLA funding grant opportunities for the City and to increase future housing availability within the City; and

WHEREAS, the Council therefore finds that it is desirable to amend the Code’s provisions concerning ADUs as set forth herein.

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

Section 1. Section 21-15 of the Code, concerning land use related definitions, is hereby amended by editing the definition of “Accessory Dwelling Unit (ADU)” set forth thereunder as follows:

Accessory Dwelling Unit (ADU). A second dwelling unit either in an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. Such a dwelling is an accessory use to the main dwelling with a gross floor area not exceeding seven hundred fifty square feet or fifty percent (50%), whichever is more, of the principal building. One ADU is allowed per main dwelling. ~~The minimum allowed size of an ADU is two hundred (200) square feet.~~

Section 2. Section 21-50 of the Code, concerning allowed uses by zone district, is hereby amended by amending the permitted uses for Accessory Dwelling Units uses set forth under “Table 21-50-1: Allowed uses by zone district” as follows:

Sec. 21-50 - Allowed used by zone district.

		R-E, Residential Estate	R-1, Residential One	R-2, Residential Two	R-3, Residential Three	R-M, Rural Multiple-Family	HD, Historic Downtown	C-1, Commercial One	C-2, Commercial Two	C-3, Commercial Interchange	L-I, Light Industrial	I-1, Industrial One	P, Park and Recreation
	Accessory Dwelling Unit (ADU)	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>				

Section 3. Section 21-63 of the Code, concerning land use development standards, is hereby amended by editing the text of note (e) as follows:

Sec. 21-63. - Development standards.

Notes:

(e) Side and rear setbacks for accessory structures and accessory dwelling units shall be five (5) feet.

Section 4. Section 21-106 of the Code, concerning final development plan approval procedures, is hereby amended by editing the text of subsection (E)(1) as follows:

Sec. 21-106. - Final Development Plan (FDP).

(E) Public Hearings. A public hearing shall occur as indicated by the Required Decision Making Process for Development Applications table provided in this Article.

(1) Final development plans for accessory dwelling units and building additions of less than fifty percent (50%) of the existing gross floor area are subject to administrative review and approval by the City Administrator by the administrative review and referral process listed in this Article.

Section 5. Section 21-127 of the Code, concerning parking requirements, is hereby amended by the addition of a new subsection (A)(1) as follows:

Sec. 21-127. - Parking space required.

(A) Each use permitted shall provide the minimum number of automobile parking spaces indicated in the Parking Requirement by Use table below. If a proposed use is not listed in the table, the City Administrator shall calculate the required number of parking spaces by applying the requirement for the use listed which is most similar to the proposed use, or shall require the applicant to submit to a parking study.

(1) The parking requirements for Accessory Dwelling Units, as identified in the Parking Requirement by Use table below, shall only apply if the parcel on which the accessory dwelling unit is located:

(i) does not have an existing off-street parking space;

(ii) is in a zoning district that requires one or more parking spaces for the primary dwelling unit; and

(iii) is located on a block where on-street parking is prohibited.

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.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9th day of June, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk



TO: City Council Work Session Item
FROM: Dylan Graves, Community Development Planner
SUBJECT: Efficiency Units in Section 21-15 and 21-50 of the ISMC
MEETING DATE: May 27, 2025

BACKGROUND

The scope of this staff memo is to present information about an ordinance to expand the City's dwelling, efficiency unit definition and add the use to the City's Use Table in Section 21-50 of the Idaho Springs Municipal Code (ISMC). This is on the regular meeting agenda for tonight as a public hearing. We began working on this after discussions about the extended stay lodging ordinance that was passed in 2024. What this ordinance seeks to do is provide property owners with a method by which to construct housing without having to fully comply with the ISMC requirements for a dwelling unit. This would be a middle ground to provide smaller, slightly less appointed spaces that still meet building code requirements for long-term occupancy. This could be a first step towards allowing alternative housing types, such as dormitory style housing where amenities are shared amongst residents who rent rooms in a larger unit, rather than renting an entire dwelling unit.

City staff and the Planning Commission worked on this at several meetings and the intent of the ordinance is to clarify a type of housing that is not a dwelling unit according to the definition of a dwelling unit in Chapter 21 of the ISMC, which states:

Dwelling unit. One (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building. "Dwelling unit" does not include extended stay hotels.

It is hoped that this will give developers an opportunity to provide more affordable housing in the city while still meeting building code requirements. This could be used to convert an existing single-family home into multiple efficiency units, to create new housing that is space and size efficient, or convert an existing hotel into official residential units (though with substantial need for upgrades).

PROPOSAL

The City's attorneys recommended adding the definition of a Dwelling, Efficiency Unit to the R-3, R-M, C-1, and C-2 zoning districts as a use by right, which matches the ISMC's allowances for multifamily housing. Although the dwelling, efficiency unit definition exists in the ISMC, the ISMC currently does not allow a dwelling, efficiency unit in any zoning district, according to the use table from Sec. 21-74.

The definition of a "Dwelling, Efficiency Unit" is as follows:

Dwelling, Efficiency unit; A dwelling unit containing not more than one (1) room or enclosed floor space arranged for living, eating, and sleeping purposes not including bathrooms, water closets, laundry rooms, pantries, foyers, hallways, and other accessory floor spaces. An efficiency unit is also known as a studio-type dwelling unit.

The ordinance seeks to slightly modify this definition, to read as follows:

A dwelling unit containing not more than one (1) room or enclosed floor space arranged for living, cooking ~~eating~~, and sleeping purposes not including bathrooms, water closets, laundry rooms, pantries, foyers, hallways, and other accessory floor spaces. An efficiency unit is also known as a studio-type dwelling unit.

The change from eating to cooking is meant to confirm that the units must be set up to allow residents to cook in the space, not just eat. This aligns with building code requirements.

A dwelling, efficiency unit differs from a dwelling unit in a few key areas. First, the dwelling, efficiency unit does not require a kitchen, while a dwelling unit does require a kitchen. It is important to note that the ISMC does not presently define a kitchen, a kitchenette, a cooking facility, or a space for eating. The International Residential Building Code (IRC) specifies that a dwelling unit must be able to accommodate a permanent cooking appliance to comply with the building code but does not necessarily

require an oven or range – it does require a fixed cooktop, however. Specifically, the IRC defines a dwelling unit as a “single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.” A dwelling, efficiency unit would need to meet that definition.

The current definition of a dwelling, efficiency unit requires space arranged for eating. Based on the IRC, the City could require a sink that is separate from the bathroom sink, counter space, a refrigerator, and some sort of fixed cooking appliance, like a cooktop. This would meet the permanent provision for eating and cooking. It is important to note that getting approval to construct a dwelling, efficiency unit – whether a retrofit or a new build – would require compliance with building code requirements. This would require that electrical outlets and the overall electrical system are sufficiently constructed. This was a concern the city had with extended stay hotels – plugging in multiple cooking appliances on old electrical systems is a fire risk that would not be present with new efficiency units, since the City would require building code compliance.

Another key point is that the ISMC currently requires studios and efficiency units to have at least 400 square feet of gross floor area, which limits the number of existing overnight lodging rooms that could be converted into dwelling, efficiency units. Currently, the proposed ordinance does not recommend changes to the square footage required for efficiency units.

The Planning Commission also thought that this proposal could help foster creative housing solutions in the future. While clarifying where smaller, simpler housing units that could reduce costs for developers can be built in the City and making it easier to build these units, it could also pave the way for the development of non-traditional housing types, like tiny homes, dormitory housing, or cooperative housing projects where residents have only a small amount of “private” space but have access to additional amenities shared amongst all residents of the development.

CITY STAFF RECOMMENDATION:

Recommend that City Council approve Ordinance #9, Series 2025, An Ordinance Amending Sections 21-15 and 21-50 of the Idaho Springs Municipal Code to Amend the Definition of Efficiency Dwelling Unit and to Designate the Same as a Permitted Use in the R-3, R-M, C-1, and C-2 Zone Districts.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 9, Series 2025

AN ORDINANCE AMENDING SECTIONS 21-15 AND 21-50 OF THE IDAHO SPRINGS MUNICIPAL CODE TO AMEND THE DEFINITION OF EFFICIENCY DWELLING UNIT AND TO DESIGNATE THE SAME AS A PERMITTED USE IN THE R-3, R-M, C-1, AND C-2 ZONE DISTRICTS

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

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

WHEREAS, pursuant to such authority, the Council previously adopted land development regulation regulations, codified as Chapter 21 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, “efficiency dwelling units” are defined by the Code but not currently allowed as a use by right in any zone district; and

WHEREAS, there are currently efficiency dwelling units operating within the City, and the Council projects that the demand for this type of housing stock is likely to continue into the future; and

WHEREAS, the Council therefore finds that it is desirable to add efficiency dwelling units as a permitted use in certain zone districts where such uses would be compatible with other uses in such districts, all as further set forth herein.

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

Section 1. Section 21-15 of the Idaho Springs Municipal Code (“Code”), concerning land use related definitions, is hereby amended by editing the definition of “Dwelling, Efficiency unit” set forth thereunder as follows:

Dwelling, Efficiency unit. A dwelling unit containing not more than one (1) room or enclosed floor space arranged for living, cooking ~~eating~~, and sleeping purposes not including bathrooms, water closets, laundry rooms, pantries, foyers, hallways, and other accessory floor spaces. An efficiency unit is also known as a studio-type dwelling unit.

Section 2. Section 21-50 of the Code, concerning allowed uses by zone district, is hereby amended by adding a new row to the “Multifamily and mixed use” category under the Residential uses set forth under “Table 21-50-1: Allowed uses by zone district” as follows:

Sec. 21-50 - Allowed used by zone district.

		R-E, Residential Estate	R-1, Residential One	R-2, Residential Two	R-3, Residential Three	R-M, Rural Multiple-Family	HD, Historic Downtown	C-1, Commercial One	C-2, Commercial Two	C-3, Commercial Interchange	L-I, Light Industrial	I-1, Industrial One	P, Park and Recreation
Multifamily and mixed use	<u>Multiple family, efficiency dwelling unit</u>				<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>				

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 28th day of April, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9th day of June, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: June 9, 2025
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Guy and I attended on May 22 an investment seminar in Denver sponsored by the Colorado Surplus Asset Fund Trust (CSAFE), a local government investment pool used by the City.
- The Mayor and I attended on May 22 the annual Clear Creek Fire Authority board meeting with the elected stakeholders at City Hall.
- The Mayor, staff and I attended on May 27 the bi-weekly progress meeting with HDR Engineering for the design of the parking structure and mobility hub.
- Staff and I met on site with Four Points Funding and residents along the 1000 block of Idaho Street to review progress on the installation of a new sewer main and the service line connections.
- Ed and I toured the City on May 28 regarding various projects.
- Staff and I met on site on May 28 with representatives of Bustang and Pegasus to discuss improvements at the transit stop at 13th Avenue and Idaho Street.
- Staff and I attended on May 29 with the Clear Creek Metropolitan Recreation District (CCMRD), THK Associates, and the skatepark contractor the bi-weekly progress meeting for the Shelly-Quinn Park Improvements.
- Nate and I attended on June 2 with the architects and the contractor the weekly progress meeting for the police station project.
- Guy and I met on June 2 with Randy Wheelock for an update on the relocation of the stage at Shelly-Quinn Park.
- Ed and I met on site on June 2 with residents of the 1400-1500 blocks of Wall Street to review the draft of the proposed right of way and to discuss other improvements.
- Lue Howard and I toured on June 3 the Idaho Springs Cemetery to discuss the plan to remove dead trees and mitigate additional damage from beetles.
- Staff and I met on June 3 with Sadie to review plans for the delivery of flowers on June 5.
- Staff and I met on June 4 with SAFEbuilt to meet the new building official for our City and to discuss service improvements.

Upcoming Events:

- The City will be hosting a regional Greater Outdoors Colorado (GOCO) Grant Workshop at City Hall on Tuesday, June 17 from 1:00 to 3:00 p.m.
- City offices will be closed on Thursday, June 19 for the Juneteenth holiday.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 6/9/2025
SUBJECT: Assistant City Administrator Report
ATTACHMENTS:

- Agreement for Services with Interstate Parking Company of Colorado, LLC
- Exhibit A- Scope of Services



REQUEST FOR ACTION

Move to approve the agreement for services with Interstate Parking Company of Colorado, LLC for managed parking services.

Exit 240/Interstate 70 Pedestrian Bridge

Staff have been informed that the City's FY26 Congressionally Directed Spending Application for the Pedestrian Bridge over I70 at Exit 240 has been officially submitted to the Senate Appropriations Committee. In an email to the City, TaShina Salas, Senator Hickenlooper's Denver Regional Directed said, "...*We're pleased to inform you that your project has been officially submitted to the Senate Appropriations Committee. Due to submission limits set by the Committee, each Senate office could only advance a limited number of proposals. To ensure Colorado was well represented, our office worked with Senator Bennet's office to maximize the number of strong submissions... Please keep in mind that the CDS process is contingent on the passage of the federal budget. While there are still uncertainties ahead, we are committed to keeping you updated as the process unfolds...*"

City Newsletter

As was forwarded to you at the beginning of the month, the City has a new newsletter that's available on the city website (<https://www.idahospringsco.com/administration/page/city-idaho-springs-newsletter?destination=/dashboard>). The newsletter will be published every other month and will follow the same format. Please encourage local non-profits to send us 8.5" by 11" "photo ready" fliers that we can add to the publication. Also, there's space available for council members to add their own thoughts. For the next edition coming out on the first of August, please get me your articles by end of business on Friday, July 25th.

Bulk Water Station Update

On May 29th, City staff met with a representative of Flowpoint to view the bulk water station on the west end of the City. The following issues were identified and are currently in the process of being addressed:

1. The City ordered updated supplies last summer that were never installed. Those are being located now.

2. The connection for the credit card reader will be updated to run through cell coverage and not wifi thereby increasing stability.
3. The installed meter is reading incorrectly.
4. A placard with directions should be installed on the unit.
5. There's a clogged/malfunctioning solenoid which is causing leaking. For instance, a 5500-gallon tender truck is most likely losing 4% of its water yet still being required to pay for the full load.

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered Into this ____ day of _____, 2025, by and between the City of Idaho Springs, a Colorado municipality (the "City") and Interstate Parking Company of Colorado, LLC, a Colorado limited liability company and 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:

1. 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 ("Scope of Services")**, 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.

2. 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.

3. COMPENSATION

- A. In consideration for the performance of the -Scope of Services by Contractor, the City shall pay Contractor in accordance with Section Two of **Exhibit A**.

- B. By the 15th of each month, Contractor shall provide the City with a disbursement equal to the City's share of the Revenue Share detailed under Section Two of **Exhibit A**.

4. **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**.

5. **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. Because the City has hired Contractor for its expertise, Contractor agrees not to employ subcontractors to perform more than twenty-five percent (25%) of the work required under the Scope of Services. Upon execution of this Agreement, Contractor shall furnish to the City a list of proposed subcontractors, and Contractor shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Contractor and subcontractors shall conform to this Agreement.

6. **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. At a minimum, and without limiting the scope of the foregoing Subsection A., Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain commercial general liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, applicable to all premises and operations. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary

retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 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.

7. 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 willful or wanton acts or 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.

8. TERM AND TERMINATION

- A. The initial term of this Agreement shall commence on the date first written above and end on May 31, 2030.

- B. At the conclusion of the initial term, and provided that the Contractor is in good standing with the City, has complied with the terms and conditions of this Agreement, and has performed its obligations to the satisfaction of the City, the City may, in its sole and absolute discretion, elect to renew this Agreement for up to two (2) additional renewal terms of two (2) years each (each a “Renewal Term”).
- C. The City shall provide written notice to the Contractor of its intent to renew not less than ninety (90) days prior to the expiration of the then-current term. The terms of renewal shall be subject to mutual written agreement of the Parties.
- D. Notwithstanding the length of any term, in addition to termination due to non-appropriation pursuant to Section 10.K. hereof, the City may terminate this Agreement upon sixty (60) days’ written notice of the same to the Contractor.
- E. After termination, the City shall:
 - 1. 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

9. **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.

10. **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: Contractor Parking Company of Colorado, LLC
Attn. Gareth Lloyd
606 Snyder Mountain Road
Evergreen, CO 80439/ 1610 Wynkoop Street, Suite 600,
Denver, CO, 80439

With a
Copy To: Contractor Parking Company of Colorado, LLC
Attn. Tony Janowiec
710 N. Plankinton Avenue, Suite 700
Milwaukee, WI 53203

- 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.

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

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

CONTRACTOR

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

My commission expires:

(SEAL)

Notary Public



**City of Idaho Springs
Exhibit A-Scope of Services
Parking Management Services**

1. Definitions

- A. "Ambassador" means an employee of Contractor Parking 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 Contractor with Paid Parking.
- H. "Residential Zone" refers to the managed private parking areas in the City managed by Contractor with City Resident Only parking.
- I. "Customer" refers to an individual that pays or does not pay to park in the Paid Parking Facilities in the City during operating hours
- J. "Employee" refers to an individual employed by a local business located 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 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 third 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 — flat convenience fee per transaction for payment via tap and explore QR codes. There are no convenience fees charged currently for use of the parking kiosks.
- N. "Net Managed Parking Revenue" means all time-based parking and violation revenue collected by Contractor in connection with the operation of the Parking Facilities minus Transaction Fees.
- O. "Net Violation Revenue" shall mean all revenue collected by Contractor for violation of the City's Parking Plan minus Transaction fees.
- 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 Contractor or by another unsatisfactory quality or condition of the Parking Facilities or Contractor Ambassadors.

2. **Revenue Share.** As compensation for the services rendered, Contractor will receive 36.75% of Net Parking Revenue until the East End is activated. Upon activation of the East End Contractor will receive 33.33% of Net Revenue.
3. **Accounting for Gross Parking Revenue, Record of Disbursements and Controls.**
 - A. **Gross Parking Revenue:** 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 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 Contractor.
 - B. **Record of Disbursements:** 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 Contractor with respect to the management of the Parking Facilities. All records pertaining to disbursements shall be maintained by 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 Contractor.
 - C. **Controls:** Contractor shall install and maintain a system of internal controls covering income and expenses.
4. **Advanced Data Reporting and AI Collaboration.** The Contractor shall provide City staff full access to an advanced analytics dashboard, including real-time data on occupancy, revenue, grievances, enforcement, permitted vehicle registration, etc. The Contractor shall also collaborate with City staff to analyze trends and forecast needs using AI-based tools. This access to real-time data shall allow Staff to provide reports, as necessary.
5. **Future Planning.** The Contractor shall, upon request by the City, provide consultation, strategic guidance, and operational support related to the potential future expansion of the City's managed parking program. This may include, but is not limited to:
 - A. Evaluation of new areas or zones for managed parking implementation.
 - B. Recommendations on technology, equipment, and signage needs for expanded operations.
 - C. Analysis of projected financial and operational impacts of expansion;
 - D. Participation in public meetings, stakeholder engagement sessions, and City Council workshops as needed;
 - E. Assistance in drafting or updating policies, procedures, and operational plans to support the expanded program; and

- F. Coordination with City staff, third-party consultants, and other relevant entities during planning and implementation phases.
6. **Meetings.** Contractor shall meet with City Staff monthly or as requested for the purpose of reviewing all matters pertinent to this agreement. Contractor shall also present at least bi-annually to City Council, or more frequently if requested by City Council, a report regarding the management of the Parking Facilities, to include review of all matters pertinent to this agreement. Contractor shall also attend all Business and Community Promotions Board meetings where applicable
7. **Parking Facilities.** Contractor shall manage Paid, Employee 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.
8. **Wayfinding Signage and Program Expansion Support** In consultation with City staff, the Contractor shall produce and pay for a comprehensive wayfinding signage solution as part of its managed parking services for the City. This system shall be designed to improve traffic flow, minimize congestion in high-demand parking areas, and enhance the visitor experience. The Contractor's responsibilities shall include, but are not limited to, the following:
- A. **Custom-Branded Portable and fixed Signage:**
The Contractor shall furnish and maintain portable and fixed signage customized to align with the City's branding. Portable signs shall be easily relocatable and designed with interchangeable inserts to allow for flexible messaging based on real-time parking conditions, seasonal variations, and special events. Fixed signs shall be of weather-resistant design and construction and may include notifications at City entry points that Idaho Springs is a managed parking community.
- B. **Dynamic Traffic Management Signage:**
The Contractor shall install and operate dynamic signage in strategic locations to provide visitors with real-time parking availability information before they reach high-demand areas. These signs shall support efficient ingress and egress, particularly during peak periods or special events.
- C. **In-House Design and Production Coordination:**
All signage design shall be performed in-house by the Contractor's creative team to ensure timely development, quality control, and consistency. The Contractor shall coordinate with local printing vendors, including those located within Clear Creek County, whenever feasible, for the production and maintenance of signage components.

D. Installation, Maintenance, and Updates:

The Contractor shall be responsible for the placement, secure installation, ongoing maintenance, and timely updating of all signage deployed under this program. The signage system shall be adaptable and responsive to the City's evolving operational needs.

- E. Contractor agrees to install and update all signage related to the parking facilities regarding hours of operation, cost, and other information.

9. 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. each day or at other times as determined to be necessary by the City.
- 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.
- C. Contractor will provide the Idaho Springs Police Department with the means to check vehicle registrations after hours
- D. These hours are subject to change as required by the City and agreed upon with Contractor.

10. Vehicle Registration. The Contractor shall maintain an online permit registration portal to allow easy, paperless access for City and County residents, guests of City residents, and employees of businesses within the City. The portal will support license plate recognition enforcement and offer flexible permit types and real-time compliance tracking.

A. City Resident Vehicles:

1. Residents of the City shall without limitation be able to register vehicles to park in both the Paid Parking Zone and Residential Zone.
2. 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.
3. Vehicles parked in the Resident Only Zone must be registered to a Resident of the City or to a Guest.
4. Vehicles Registrations must be renewed bi-annually.
5. 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:

1. Residents of the County shall without limitation be able to annually register vehicles to park for up to three hours in all locations except resident-only zones. After leaving the Paid Parking Zone for 3 hours, that clock shall reset.
2. Registrations must be renewed bi-annually.

C. Employee Vehicles:

1. Verified Employees of City businesses shall be eligible to park for free within designated employee parking locations.
2. Registrations must be renewed every 6 months and include verification of employment.

- D. All permit registrants shall be able to check registration status of vehicles real-time via the online portal or by contacting Contractor via phone or email.

11. Staffing and Grievances. 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.

- A. Hiring: Contractor shall advertise all open positions for employment in the City of Idaho Springs locally, in the following mediums:

1. On the Park Idaho Springs Website
2. In the Clear Creek Courant
3. Other mediums that may be dictated by the City.

- B. Designated City Liaison. The Contractor shall designate a single point of contact to serve as the primary liaison for the City. This individual will be responsible for project communication, issue resolution, and regular coordination. The Contractor will also maintain a regular meeting schedule with City staff and ensure clear escalation paths. In addition, Contractor will provide an extensive Smile, Engage, Help Customer Care Center to support all customer queries.

- C. Staffing Levels: The number of persons employed at the Parking Facilities by Contractor shall be satisfactory to the City and shall be increased or decreased as required by the City. A minimum of two Ambassadors shall be on duty on peak weekends and holidays and other determined peak periods (e.g., summer season, peak fall season, etc.). Contractor shall work with the City upon request to provide additional staffing for special events.

1. Failure to meet these minimum staffing levels with notice shall not constitute a breach of this Agreement until the fourth such occurrence in

a calendar year. Failure to meet these minimum staffing levels without notice shall constitute a breach of this agreement on the first such notice.

- D. Real-Time Customer and City Staff Support Availability The Contractor shall maintain a staffed physical presence within the City and ensure that staff are available to customers, businesses, and City staff in real time via phone, email, and text. The local office shall provide appointment times for customers who require in-person consultation.
- E. Personnel shall be screened by Contractor before hiring and shall be employed, disciplined, discharged, promoted and directed in the performance of their duties by Contractor, including in accordance with all applicable regulations. All personnel providing services hereunder shall be and remain, at all times, employees of Contractor and shall not be considered the employees or agents of the City for any purpose. 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. Contractor's employees shall present a clean, neat, professional and easily recognized appearance as a Contractor employee. Contractor shall provide each with matching uniforms. The uniforms shall include reflective vests with the Park Idaho Springs Logo and clean and fitted pants or bottoms. Hats must be branded with the Public Parking P logo. In addition, Contractor shall provide each employee with an identification badge with the employee's name, photo, and the Contractor Logo. The identification badges shall be worn or attached to an outer garment when the employee is performing services under this contract.
- H. 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. 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:
 - 1. Contractor shall include in their analytics dashboard a log 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.

2. Contractor shall respond to complaints from the Public within one business days. 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. Contractor will log and report complaints to the City. All communications will be handled via our client portal at ParkIdahoSprings.com to ensure a traceable trail for each customer interaction.

- K. In the case that 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.

12. Rates.

- A. Rates for parking and fees assessed for violations shall be set forth by resolution by the City Council. Contractor will make regular recommendations on rate structures based on optimal space utilization data analytics and experiences throughout their Front Range and Colorado portfolio.
- B. The City shall provide parking pricing by location to Contractor no later than sixty (60) days in advance of each season during the Term
- C. 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.
- D. The City reserves the right to adjust pricing at any time provided the City communicates such changes to 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 Contractor agree to negotiate in good faith an adjustment to the revenue share such that Contractor's profitability is not negatively impacted by such price reduction.

13. Enforcement.

- A. 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.
- B. Parking Violation Process: The process for parking violations issued by Contractor in the parking facilities designated by this contract shall be as follows:
 1. 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.
 2. Contractor shall generate a report that includes the following information:
 - (a) Make, State and Model of Vehicle
 - (b) License Plate Number
 - (c) Picture of Violation
 - (d) Description of Violation

3. If a Parking Violation Fee remains unpaid by the deadline provided in the Notice of Parking Violation and Fee, Contractor has the right to refer the violation fee to a collection agency.
4. Contractor shall make every reasonable effort to resolve any errors or disputes that occur in the issuance of parking violations. The collections process will involve letters, robocalls and can affect the customer's credit rating subject to the City's approval.
5. If Contractor is unable to resolve a dispute concerning the validity of a Notice of Violation, the recipient of the Notice may request a review of the dispute by the City Prosecutor by submitting an explanation of the dispute and a copy of the violation as directed by the City parking website (see Section 16 below). Contractor shall provide information requested by the City in their efforts to resolve disputes and shall suspend any late fees and collection efforts during the review process.
6. If any dispute is not resolved pursuant to the above, either the recipient or the City may request a hearing before the Municipal Court, and Contractor shall cooperate with City staff and the City Prosecutor to provide all information and resources necessary for such Court proceeding, which may include the in-person testimony of Ambassadors, as directed by the City. Contractor shall provide instructions on how an individual may request a Court hearing on the City parking website, as instructed by the City (See Section 16 below).

14. Equipment. Contractor will install in the Parking Facilities sufficient modern and working equipment in the Parking Facilities to manage paid parking. Additionally, Contractor will outfit Ambassadors with equipment necessary to ensure vehicles parked in the Parking Zones are properly registered. All equipment will be installed, programmed, repaired and upgraded at Contractor's expense.

- A. The City reserves the right to require Contractor to replace equipment related to the Parking Facilities deemed faulty or obsolete by the City.

15. Maintenance. Contractor shall maintain the Parking Facilities operating equipment in working order, including but not limited to Contractor's license plate recognition technology, Contractor's vehicles and revenue control system, pay by phone app, tap n explore QR code payment, QR codes signage, online violation payment solution, resident and employee permits technology. Contractor will conduct maintenance and updating of the parking technologies in a timely manner.

16. Website, Branding and Marketing. Interstate will provide a regularly updated website linkable to www.idahospringsco.com with a logo included in all branding and signage that provides the following features:

- A. A Page for City and County 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. Contractor shall respond within one business day to phone and email inquiries from residents regarding vehicle registration and to register guest vehicles.

- B. A Page for Employees with information for registering vehicles digitally, information about how to deal with a violation if one is received, and other information as may be required by the City. Contractor shall respond within one business day to phone and email inquiries from employees regarding vehicle registration.
 - C. 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 GPS enabled map- "Map n Park" to free parking resources in Idaho Springs, and link to the Chamber of Commerce website and other pertinent tourism-based websites.
- 1. Should include detailed and multimedia instructions regarding how to pay for parking utilizing each technology in place in the City.
 - a. Email address for online communication between customers, residents and Contractor Staff.
 - b. Customized portal for residential, employee and customer requests.
 - c. Link to Violation Payment website. Should include option to contest ticket in obvious and clear language.
 - d. A home page that includes information about Special Events happening in and around the City, including information for parking when the City is Congested.
 - e. A "FAQ" with questions answered as required by the City.
 - f. Website should be designed with basic SEO features.
 - g. Customer Feedback Page.
 - h. Fully compliant with HB21-1110 Web Accessibility Regulations.
 - i. Other features as required by the City agreeable to Contractor.

17. Public Key Performance Indicators (KPIs) The Contractor shall collaborate with City staff to develop and publish four to six publicly accessible Key Performance Indicators (KPIs) that broadly measure parking program effectiveness. These KPIs will be updated regularly (e.g., real-time, weekly, monthly) on a City-designated platform and may include metrics such as occupancy/utilization, compliance rates, citation resolution times, customer feedback ratings, and average ticket value.

18. Complimentary Parking for Local Businesses The Contractor shall work with the City to implement a program enabling local businesses to provide complimentary or discounted parking for customers. The program shall allow for the use of promotional

codes, validation hours, or other integrated tools. The Contractor will support this through system programming, education materials, and reporting.

19. Parking Rewards Program. The Contractor shall implement and manage a Parking Rewards Program to encourage compliant behavior and enhance customer satisfaction. Program elements may include discount codes, loyalty perks, or incentives tied to parking use.

20. Proactive Parking Expiration Notifications The Contractor shall provide a system that notifies parking customers before their session expires and allows users to extend parking via mobile device.

21. Work Performed by City Staff. 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 contractor at going rate identified in City fee schedule.



City of Idaho Springs
1711 Miner Street
P.O. Box 907
Idaho Springs, CO, 80452-0907
303.567.4421 | (f) 303.567-4955
www.idahospringsco.com

Community Development Planner Communication

Meeting Date: June 9, 2025
To: City Council Members
From: Dylan Graves, Community Development Planner
RE: Community Development Report
Action Requested: None

Comprehensive Plan Updates:

- Phase 1 of the Comprehensive Plan update continues to go well. We have received 50 survey responses to date. I am looking for at least 100 responses so will do some targeted marketing in June to try to get more responses. The comprehensive plan survey is active and available at this link: <https://www.surveymonkey.com/r/PLN4GLD>.
- I am hosting coffee chats at City Hall until the end of June on Wednesday mornings. So far, I have had attendees at every Wednesday morning meeting and have had great conversations with folks who stopped in.
- I have two meetings scheduled for June/early July to talk in more depth about focused topics. The meeting dates flyer is attached to this memo.
- I am attending Furlings Fest for a few hours to try to engage with the public at that event, with information and activities on-site for people who want to talk about the comprehensive plan.

I am continuing to work on the affordability topic that we discussed last month, with the hope that I will have that topic on the agenda for Planning Commission in July.

I am also working on several historic preservation related topics, including clarifications to the two-block architectural and design buffer around the historic district to ensure that developments in close proximity to the district consider the community's historic character and do not take away from the historic district. This is likely to go to an HPRC meeting in the near future before making it to PC and then Council. I am working on gathering more information for the Carnegie Library, which is in need of some repair. The City had a site assessment done in 2008 to assess needs. I will compare this assessment to current needs to try to draw conclusions on what is needed before applying for grant funding to address those concerns.

The annexation and zoning of the parcels the city received from the Young Ranch LLC is going to be coming for first reading at the next meeting.

There are several land use applications in the works at the moment, which are likely to come to City Council in the next few months, including a conditional use permit, a potential minor subdivision, and a final development plan.



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: June 09, 2025

Subject: Staff Report Regular Meeting

- ✓ Happy Fathers Day!
- ✓ Sales Tax Report
- ✓ Building Permit Report
- ✓ City Hall Processed 1,054 incoming phone calls from outside entities during the 21 working days in May.
- ✓ July Water bills will reflect the rate increases, as well as summer averaging to account for residents watering their lawns.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	\$357,076.65	-2.39%	-2.39%	357,076.65	365,835.89
Feb	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	\$363,464.19	4.12%	0.79%	720,540.84	714,908.41
Mar	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,800.12	\$291,578.68	\$310,036.11	\$402,899.23	\$402,360.50	\$400,737.88	-0.40%	0.36%	1,121,278.72	1,117,268.91
April	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49	\$310,527.71	\$341,153.02	9.86%	2.43%	1,462,431.74	1,427,796.62
May	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09	\$346,473.76		-100.00%	-17.58%	1,462,431.74	1,774,270.38
June	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74	\$471,665.00		-100.00%	-34.89%	1,462,431.74	2,245,935.38
July	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21	\$549,871.19		-100.00%	-47.69%	1,462,431.74	2,795,806.57
August	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55	\$477,026.41		-100.00%	-55.32%	1,462,431.74	3,272,832.98
Sept	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60	\$432,939.99		-100.00%	-60.54%	1,462,431.74	3,705,772.97
Oct	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75	\$386,269.67		-100.00%	-60.54%	1,462,431.74	3,705,772.97
Nov	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	\$307,835.28		-100.00%	-63.56%	1,462,431.74	4,013,608.25
Dec	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	\$408,265.72		-100.00%	-66.93%	1,462,431.74	4,421,873.97
Total	\$2,332,603.35	\$2,483,993.40	\$2,710,285.40	\$2,996,152.60	\$2,952,803.29	\$3,662,261.52	\$3,831,640.78	\$4,748,395.34	\$4,808,143.64	\$1,462,431.74				
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00					
% of Bud	118.41%	105.95%	106.83%	116.08%	98.35%	121.98%	100.83%	92.65%	91.17%	#DIV/0!				

Permits Details

Permit Acceptance Date: 05-01-2025 - 05-31-2025

Application Date	Property Address	Permit Number	Contractor	Category	Permit Issued Date	Permit Closed Date	Review Received Date	Review Completed Date	Due Date	Permit Status	Submittal Status	Plan Review Status	Submittal Name	Disciplines	Plans Examiner	Submittal #	Days In Review	SB Review	Valuation	Fees Assessed	Fees Paid		
05/30/2025	Permit Status 1940 S Virginia Street, Idaho Springs	25IDSP-00050	In Progress	Residential Alteration			05/30/2025		06/06/2025	In Progress	Not Started	Not Started	Safebuilt Plan Review	Building		1	2	No		\$4,600.00	\$271.04	\$271.04	
05/20/2025	220 10th Avenue, Idaho Springs	25IDSP-00046	A2Z Builders	Residential Alteration			05/21/2025	05/30/2025	05/29/2025	In Progress	Delivered	Resubmittal Required	Safebuilt Plan Review	Building, Structural	Barry Kramer	1	7	No	\$16,000.00	\$721.55	\$721.55		
Count: 2	Total: \$20,600.00																				Total: \$20,600.00		
05/02/2025	Permit Status 2195 East Idaho Springs Road, Idaho Springs	25IDSP-00040	In Progress	Electrical Service Change			05/02/2025			In Progress								No		\$9,500.00	\$257.50	\$257.50	
05/30/2025	325 14th Avenue, Idaho Springs	25IDSP-00048	CM2 Electric LLC	One Stop	05/30/2025					In Progress							No		\$3,000.00	\$160.00	\$160.00		
05/30/2025	808 High Street, Idaho Springs	25IDSP-00049	EV Plug Pros LLC	One Stop						In Progress							No		\$7,500.00	\$327.50	\$0.00		
Count: 3	Total: \$20,000.00																				Total: \$20,000.00		
05/12/2025	Permit Status 2817 Riverside Drive, Idaho Springs	25IDSP-00043	In Progress	Misc. Mechanical Plumbing or Electrical			05/12/2025	05/13/2025	05/19/2025	In Progress	Delivered	Approved As Is	Safebuilt Plan Review	Building, Electrical, Mechanical, Plumbing	Dan Wester	1	1	No		\$19,666.00	\$978.18	\$978.18	
05/01/2025	139 Virginia Canyon Road, Idaho Springs	25IDSP-00039	Patton Plumbing	One Stop	05/01/2025					In Progress							No		\$700.00	\$110.50	\$110.50		
Count: 2	Total: \$20,366.00																				Total: \$20,366.00		
05/08/2025	Permit Status 2829 Riverside Drive, Idaho Springs	25IDSP-00042	Completed	Replacement Windows			05/08/2025	05/22/2025		Completed							No		\$26,430.00	\$496.45	\$496.45		
Count: 1	Total: \$26,430.00																				Total: \$26,430.00		
05/16/2025	Permit Status 225 14th Avenue, Idaho Springs	25IDSP-00045	In Progress	Residential Roof - Asphalt			05/30/2025			In Progress							No		\$1,075.00	\$116.13	\$116.13		
Count: 1	Total: \$1,075.00																				Total: \$1,075.00		
05/02/2025	Permit Status 45 Idaho Street, Idaho Springs	25IDSP-00041	In Progress	Residential Roofing			05/02/2025			In Progress							No		\$4,500.00	\$167.50	\$167.50		
05/20/2025	1039 Miner Street, Idaho Springs	25IDSP-00047	Marcus Lindaia Roofing LLC	Residential One Stop	05/22/2025					In Progress						No		\$10,500.00	\$257.50	\$257.50			
Count: 2	Total: \$15,000.00																				Total: \$15,000.00		
05/14/2025	Permit Status 45 Colorado Boulevard, Idaho Springs	25IDSP-00044	In Progress	Water Heater			05/14/2025			In Progress							No		\$6,500.00	\$75.00	\$75.00		
Count: 1	Total: \$6,500.00																				Total: \$6,500.00		
Count: 1	Total Permits: 12																				Valuation Total: \$109,971.00		



Idaho Springs Police Department

3000 Colorado Blvd. ★ Post Office Box 907

Idaho Springs, CO 80452

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

<https://www.idahospringsco.com/police-department>

To: Chuck Harmon, Mayor
City Council
From: Nate Buseck, Chief of Police
Date: June 05, 2025
Subject: Staff Report for June 09, 2025

Request for Action: None

Chief Buseck Attended:

05/27/25	-	Internal Records Discussion re: forms
05/28/25	-	Department Heads
	-	Police Station design (x'2)
	-	Bus Stop Improvements
05/29/25	-	Police Station design (external lighting)
06/02/25	-	Police Station design, review of submittals
	-	Police Station design, OAC
	-	Juvenile Community Review Board (Q House)
	-	Mountain Youth Network event
06/03/25	-	Check-in with Andy
06/04/25	-	Mitchell White visit, Annual Report presentation
	-	Police Station (door security, cameras)
	-	Lions Club, Tommyknockers
06/05/25	-	Clear Creek OPS meeting

Training:

Upcoming Training:

06/09/25: Firearm and Simulation Training (Highlands Ranch LE Academy)

06/18/25: One Officer will attend Advanced Criminal Investigation Training (Littleton, CO)

06/19-06/20: One officer will attend the Certified Search and Seizure Instructor Course (Littleton, CO)

Code Enforcement:

- **Addressing overgrown weed complaints**
- Follow-up on **67** (YTD) tows for owner retrieval

Staffing:

- Officer Huckle has completed FTO and has been assigned to patrol.
- ISPD is fully staffed.

Significant Incidents:

In the early hours of May 26th, shortly after 12:30 a.m., a hotel guest in Idaho Springs reported the theft of his bicycle. The bike had been secured to his vehicle using steel cable locks, which were found cut. Security footage later captured the suspect riding the stolen bicycle eastbound on Miner Street, near the 2600 block, at approximately 6:15 a.m. Following an investigation ISPD, the suspect has been identified, and a felony warrant has been issued for his arrest. The individual does not have a known local address or any known ties to the area. ISPD is continuing efforts to locate, apprehend the suspect, and recover the bicycle.

On May 30, 2025, ISPD officers responded to a report of a hit-and-run incident in the 300 block of Highway 103, a recently annexed area within the Idaho Springs city limits. Upon arrival, officers discovered a vehicle that had crashed into a fence on the property sometime the previous night. The driver was not present at the scene and had fled to a nearby residence following the incident. Through the course of the investigation, officers located the female driver at a hospital in the Denver metro area, where she was receiving treatment for injuries sustained in the crash. The driver was cited for multiple offenses, including careless driving, leaving the scene of an accident, failure to report the incident to law enforcement, and causing damage to city property.

On June 1, 2025, an ISPD officer responded to the 700 block of Miner Street following a report of a cold burglary. The male victim informed officers that his ex-girlfriend had unlawfully entered his residence through a window, causing significant damage and stealing personal property. Upon investigation, the responding officer observed evidence at the scene corroborating the victim's claims. As a result, a felony warrant was issued for the female suspect of second-degree burglary, criminal mischief, theft, and domestic violence.

On June 2, 2025, ISPD followed up with a report from a resident stating that his son's wallet had been stolen in the 2600 block of Colorado Boulevard. The victim reported that several credit cards from the wallet had been fraudulently used at various businesses within the city. An officer obtained and reviewed security footage from one of the businesses where the stolen cards had been used. The footage showed a male suspect known to ISPD officers using the cards. Upon being contacted by law enforcement, the suspect admitted to unlawfully using the stolen credit cards. A felony warrant was subsequently issued for multiple charges, including unauthorized use of a financial transaction device, identity theft, criminal possession of a financial device, and criminal possession of identification documents.

On June 3, 2025, ISPD was notified of a theft at the Recreation Center. The male victim reported that he left his personal belongings unsecured in the locker room while using the facility. Upon returning, he discovered that cash had been stolen from his wallet and that a check he had received was missing. The victim later learned the check had been fraudulently cashed at a bank within city limits. ISPD officers followed up with the bank and identified the female suspect responsible for cashing the stolen check. A felony warrant has been issued for her arrest on charges including unauthorized use of a financial transaction device, identity theft, criminal possession of a financial device, and theft.



City of Idaho Springs Water Quality
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL

FROM: Edward Sigward

DATE: 6/9/2025

Re. STAFF REPORT WATER FACILITIES DEPARTMENT

Move to approve bid from Dietzler contrition to install new water tank for Montane in the amount of \$2,319,421 from line item #51-72-7320.

Ocean Caplan-Holdgrafer, son of Justin Holdgrafer from our Water Facilities staff, has been awarded the CRA 2025 Scholarship.

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	ND	ND	0.11	0.22	7.1

- Fuel tank leak on Generator. On order
- Continued Tuning Reactor#1 for spring summer operation.
- Reactor #2 repair - Continued transfer and process solids.
- DMR complete

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.74)	<60	<80
Current	3.5	16	34%	Demand 3.1	33.1	32.6

- Air compressor repair scheduled
- Rockfall mitigation plan review
- MOR, Reservoir accounting complete

Public works

- Flower delivery!!
- Bus stop improvements

Streets

- Street sweeping continued
- Stripping plan
- Wall street fix up/ paving plan
- Pine Slope fix up

Parks

- Tree removal plan- Waterwheel park/ Cemetery
- Sprinkler repair/ startup
- Cemetery headstone placements

Distribution/ Collection

- Locates, locates, locates Excel power pole replacements
- Continued Service line material survey



May 30, 2025

www.jvajva.com

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

Reference: Montane Park Water Tank Replacement Project
Letter Agreement for Construction Phase Services

Dear Andy:

JVA, Inc. is pleased to present this letter agreement to the City of Idaho Springs (City) for construction administration services for the Montane Park Water Tank Replacement Project. JVA completed the bid documents for the project which includes abandonment of the existing tank, construction of a new 75,000-gal concrete tank, booster pump station improvements and the installation of 8-inch water main. The project was bid on Wednesday, May 28th with the following results. The construction estimated was \$2.0 million.

Dietzler Construction	\$ 2,319,421
GSE Construction	\$ 2,582,100
Bernard Structures Inc	\$ 4,083,631

The primary point of contact during construction will be Robert Anderson, with back-up from Zach Ferguson and Michael Katalinich. The scope of work is based on the following assumptions.

ASSUMPTIONS

1. Construction Administration
 - a. Construction contract at nine months – assume project substantially complete in seven months
 - b. Coordinate Preconstruction Meeting
 - c. Attendance at weekly meetings – assume 7 months (28 meetings)
 - d. Provide field observations (average two times/week). Assume one of the observation days will coincide with the weekly meeting. City staff will provide additional support.
 - e. Review submittals and/or shop drawings
 - f. Answer request for information (RFI's)
 - g. Review pay applications
 - h. Assist with City & Forest Service Permit Coordination (assume 20 hrs)
 - i. Evaluate Change Orders and provide recommendations to the City
 - j. Prepare As-builts from contractor mark-ups
 - k. Mechanical (HVAC) shop drawing review & rough in inspection by MEC, Inc.



2. Materials Testing (concrete tank, backfill and pipe trenching) (Martinez Associates)
 - a. Standard Proctor, Atterberg Limits & Gradation
 - b. Field density tests
 - c. Concrete Testing

SCOPE OF SERVICES

The scope of services for Construction Administration (CA) are detailed in the following. The CA includes both office and field engineering services during construction and project closeout.

1. JVA will coordinate a pre-construction meeting. We will prepare an agenda and distribute minutes following the meeting.
2. JVA will review product and material submittals (up to 30 shop dwgs including one revision) for conformance with the construction documents. Submittals will be received, reviewed and returned electronically with an electronic submittal review stamp. JVA will maintain and update the submittal review log accordingly.
3. JVA will attend weekly construction meetings (up to 28 with some attended virtually) and review construction progress while on site. Contractor is required to administer the meetings.
4. JVA will perform periodic construction observation. JVA will prepare site observation reports (with photos) for distribution to the City for every site visit (we have assumed average of two visits per week including weekly meeting).
5. JVA has subcontracted with Martinez Associates to provide the laboratory and field materials testing services for the concrete tank construction and piping installation. JVA will perform special inspections for the cast-in-place concrete.
6. JVA will review monthly pay applications, construction progress and provide a recommendation of approval or corrections to the City.
7. JVA will prepare responses to Request for Information (RFI). The intent of the RFI is to provide clarification and detail to facilitate construction progress. JVA will notify the City of any RFI project cost implications.
8. If there is a change in contract price or contract schedule, the contractor will submit the change request in writing for JVA to review. If accepted by the City, JVA will prepare a Work Change Directive (WCD) documenting the change in contract conditions. Once a certain number of WCDs are accumulated, JVA will prepare a formal Change Order that will combine the WCD's to date. The Change Order will be sent to the City and contractor for signature. JVA has assumed up to three formal WCDs or Change Orders processed.



9. Following project completion, JVA will prepare record drawings of the “as-built conditions” based on the contractor mark-ups. Two hard copies along with electronic pdf and AutoCAD drawings will be submitted to the City.
10. JVA will attend the substantial completion walk through and generate a punch list and Certificate for Substantial Completion. JVA will review punch list items for Final Completion. Once all the punch list items are completed, JVA will recommend to the City final payment and release of retainage for project closeout. JVA will provide the City with closeout documentation.
11. JVA will document the start of equipment which will be included in applicable O&M manuals provided by the contractor. SCADA control integration is not included.
12. JVA will review and assemble two hard copy O&M manuals for all the process equipment, and electrical and miscellaneous items provided by the contractor. An electronic copy will also be produced and provided to the City.

BASIS OF PAYMENT

JVA proposes to complete the scope of work at a budget of \$175,000. The basis of payment will be billed monthly based on time and materials completed. The fee breakdown is summarized below.

Construction Administration Services

JVA – Construction Administration	\$ 145,000
Martinez Associates – Materials Testing	\$ 23,000
MEC, Inc	\$ 1,500
JVA - Reimbursable Expenses	<u>\$ 5,500</u>
TOTAL FEE	\$ 175,000

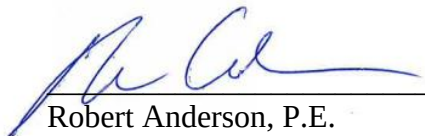
These fees are based upon the assumptions and scope of services documented in this letter proposal. Services resulting from significant changes to the assumptions will be considered additional services and may require additional fees. The fee does not include water quality sampling, construction surveying, or major design modifications. In addition, SCADA design and integration is not included and warranty support after substantial completion is excluded. We anticipate the contractor will mobilize in June 2025 with projected substantial completion in January 2026.

We appreciate the opportunity to continue to serve the City and look forward to a successful project. If you have any questions about this letter or the scope described herein, please do not hesitate to contact me. If you are in agreement with this proposal, please indicate by signing below and returning a copy to our office, confirming authorization to proceed. We have assumed the general conditions of our on-call agreement will apply.



Sincerely,
JVA, INCORPORATED

By:


Robert Anderson, P.E.
Senior Project Manager

Accepted by:
City of Idaho Springs

By: _____

Date: _____

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF IDAHO SPRINGS

Mr. Andrew Marsh, City Administrator

1711 Miner Springs

Idaho Springs, CO 80452

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bid*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Pump Station Improvements	LS	1	\$ 272,400.00	\$ 272,400.00
2	Abandon and Demolition Existing Tank	LS	1	\$ 32,850.00	\$ 32,850.00
3	8-inch Water Main — Divide View Dr. to Abandoned Tank	LF	140	\$ 1,126.80	\$ 157,752.00
4	8-inch Water Main - Abandoned	LF	760	\$ 938.47	\$ 713,237.20
5	Concrete Tank and Valve Vault	LS	1	\$ 1,011,181.92	\$ 1,011,181.92
6	Concrete Tank and Valve Vault Electrical/Control & HVAC	LS	1	\$ 132,000.00	\$ 132,000.00
Total of All Unit Price Bid Items					\$ 2,319,421.12

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	5/21/2025

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

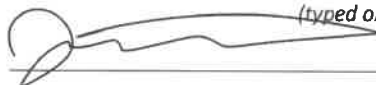
A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Dietzler Construction Corp.

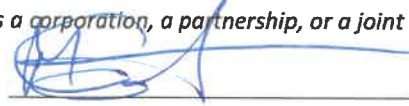
By:  (typed or printed name of organization)
(individual's signature)

Name: John Dietzler
(typed or printed)

Title: Executive Vice President
(typed or printed)

Date: 05/28/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Marcin Gliszewski
(typed or printed)

Title: Vice President Construction
(typed or printed)

Date: 05/28/2025
(typed or printed)

Address for giving notices:

100 Gateway Circle, Berthoud, Co 80513

Bidder's Contact:

Name: Marcin Gliszewski
(typed or printed)

Title: Vice President Construction
(typed or printed)

Phone: 303-532-8863

Email: mgliszewski@dietzlerco.com

Address: 100 Gateway Circle, Berthoud, Co 80513

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder DIETZLER CONSTRUCTION CORPORATION Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 100 Gateway Circle Berthoud, Colorado 80513	Surety AMERICAN ALTERNATIVE INSURANCE CORPORATION Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] 555 College Road East, P.O. Box 5241 Princeton, New Jersey 08543
Owner Name: City of Idaho Springs Address (principal place of business): 1711 Miner Street, Idaho Springs, CO 80452	Bid Project: City of Idaho Springs Montane Park Water Tank Replacement, Idaho Springs, Colorado May 28, 2025 Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Ten Percent (10%) of the Total Amount of the Bid Date of Bond: [Date] May 28, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder DIETZLER CONSTRUCTION CORPORATION <i>(Full formal name of Bidder)</i> By: <u>RG Thompson II</u> <i>(Signature)</i> Name: <u>Russell G. Thompson, II</u> <i>(Printed or typed)</i> Title: <u>CEO</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Darrell Gallo</u> <i>(Printed or typed)</i> Title: <u>HR Director</u>	Surety AMERICAN ALTERNATIVE INSURANCE CORPORATION <i>(Full formal name of Surety) (corporate seal)</i> By: <u>[Signature]</u> <i>(Signature) Attach Power of Attorney)</i> Name: <u>Douglas J. Rothe</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Witness: <u>[Signature]</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Kimberly McAlexander</u> <i>(Printed or typed)</i> Title: <u>Surety AE</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CERTIFIED COPY**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Cynthia M. Burnett; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

[Signature]
Michael G. Kerner
President

Attest:

[Signature]
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



[Signature]
J. Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of May 20 25.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

[Signature]
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



SUBCONTRACTOR LIST

[illegible]

Engineering Contracts Services
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

NOTIFICATION OF PREQUALIFICATION

May 2, 2025

DIETZLER CONSTRUCTION CORPORATION
100 Gateway Circle
Berthoud, CO 80513

Limit Amount: \$20 Million
Vendor ID: 1459a

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated May 2, 2025. Your file has been reviewed and determined to be complete. Based on the financial information and experience contained in your application, your firm is allowed to submit bids up to \$20 Million.

Bids from a general contractor will be received subject to any limitation stated above, and with due consideration to the amount of work presently under contract, past performance on highway contracts, and the contractor's financial status at the time of bidding. It is further understood that the bidder has available the staff and equipment adequate for any project on which a bid is submitted; that the contractor's staff and equipment will be available to undertake the work on which bids are currently made, promptly after award of contract; and that the work will be carried on expeditiously and under proper supervision.

This notice supersedes all previous notices. This prequalification will expire on 5/2/2026. You must file a new application 17 days prior to that time to remain current. It is the contractor's sole responsibility to obtain and file the necessary forms each year prior to expiration. Renewals can now be made online at <https://cdot.dbesystem.com>.

Regards,

Danielle Mire
Technician IV

SECTION 00420
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information if needed.

1. Name of Bidder:: Dietzler Construction Corp.
2. When was Bidder's firm organized: 1954
3. If your firm is a corporation, where is the firm incorporated: 2006
4. How many years has the firm been engaged in the contracting business under the present firm or trade name? 30
5. Provide a list of the contracts on hand: (list these, showing the amount of each contract and the appropriate anticipated dates of completion.)
Trout Creek Bridge
Estes Park Graves St
Mattie Dam
6. What is the general character of Work performed by your company:
Bridges, Damn, Wet Utilities
7. Have you or a firm for which you were a principal ever failed to complete any Work awarded to you? No
If so, where and why? _____
8. Has the firm ever defaulted on a contract? NO

If so, where and why? _____

9. Is the firm debarred by any government agency? NO

If yes, list agency name. _____

10. Provide the background and experience of the principal members of your organization, including officers:

John Dietzler J.D., LL.M Vice President & General Counsel 303-532-8859 jdietzler@dietzlerco.com

Marcin Gliszewski Director of Project Management 970-305-0535 mgliszewski@dietzlerco.com

Mitchell Kohn, Sr. Estimator 720-910-8355 mkohn@dietzlerco.com

Ronald Gibbens, General Superintendant 720-597-0338 rgibbens@dietzlerco.com

11. Credit available: \$ _____

12. Bank Reference: First State Bank - Julia Lawrence - 307-322-7231

13. Will you, upon request, provide a detailed financial statement for your Company and furnish any other information that may be required by the OWNER? Yes

14. Is the firm licensed as a General Contractor, if applicable, in the City of Fort Collins? ☒

15. Are any lawsuits pending against you or your firm at this time? NO

If yes, provide detail _____

16. Who does the firm intend to use as the Project Manager and Superintendent for this project, please provide resumes for each?

See Attached

REFERENCES

Colliers Hill – Historic Downtown Connection

Trout Creek Bridge \$1,120,000

Replace roadway bridge

Zach Schaffner

Division Manager

Routt County Road & Bridge

136 6th Street, Suite 103

Steamboat Springs, CO 80477

(970) 870-5308

zscaffner@co.routt.co.us

CR 47 Larimer County \$ 6,788,395.82

Roadway Crossing

Matt Johnson PM

200 W Oak St, Fort Collins, Co 80522

970-498-5724

Fall River Trail Extension Project \$ 3,220,674.38

Trail & Crossings – Estes Park

Jeff Bailey PE

Town Engineer

170 McGregor Ave, Estes Park, Co 80517

970-577-3586



BIDDERS EQUIPMENT DATA - Attachment E

100 Gateway Circle
Berthoud, Colorado 80513
Phone (303) 532-8859

Hover over St Vrail Bridge Rehab Equipment

EQUIPMENT

EXCAVATORS

Name

30 ton
25 ton

COMPACTION

Name

Excavator Wheel/Plate
Smooth Drum
Pad Foot
Jumping Jack
Plate Compactor

MISCELLANEOUS

Name

Auger (Skidsteer)
Trench Compactor
Air Compressor (185 cfm+)
Concrete Buggy
Agricultural Tractor
Water Truck (On Road)
Traffic Light Set
Arrow Board
4" Pump
6" Pump
Submersible Pump
Gen-Set

TRUCKS

Name

Pickup Truck
Medium Duty (4500+)

LOADERS

Name

Small Loader
Med. Loader
Large Loader
Skidsteer

Dietzler Construction Corp.

thoud, Colorado 80513 | Telephone (303) 532-8859 | Fax (303) 532-8621

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

DIETZLER CONSTRUCTION CORPORATION

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20111525972.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 04/10/2024 that have been posted, and by documents delivered to this office
electronically through 04/15/2024 @ 09:22:08.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 04/15/2024 @ 09:22:08 in accordance with applicable law.
This certificate is assigned Confirmation Number 15942780.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



SUBCONTRACTOR LIST

[illegible]



SUPPLIER/VENDOR LIST

[illegible]



100 Gateway Circle
Berthoud, CO 80513

I. General information

Dietzler Construction Corporation (DCC) has been a general contractor for over 60 years, partnering with federal agencies, state DOTs, counties, municipalities and private businesses to build large infrastructure projects. Partnering is not just a word, it's DCC's way of doing business. On each job, DCC works collaboratively with owners and project stakeholders to deliver projects as safely, timely and cost effectively as possible, while also considering each project's unique goals. We hire and develop local craftsman that are not only committed to our work, but, more importantly, enhancing the communities in which we live and work. Safety, continuity, efficiency and responsibility are important to us.

II. MARKETS

DCC's primary service area is the mountain west and high plains of Colorado, Wyoming Nebraska and South Dakota, but has completed projects throughout the United States. Our commitment to excellence is demonstrated on each of our projects by putting technically competent people in the correct positions, utilizing the proper tools for the job and focusing on the project at hand. Our versatility and adaptability allow our clients to take pride knowing that Dietzler Construction is the ideal partner to successfully complete the most challenging of projects.

Dietzler Construction's Focus Areas:

- Water Control Structures
- Dams
- Wet Utilities
- Bridges
- Site Civil/Earthwork
- Roadways
- Aggregate Processing

In all phases of its endeavors, DCC is guided by an established corporate Health and Safety Program. This program is based on a sincere desire to eliminate personal injuries, occupational injuries or illnesses and damage to equipment and property, as well as to protect the public whenever and wherever the public is exposed to, in contact with, or is affected by, the Company's work. All members of management are charged with the responsibility of identifying and preventing



unsafe acts and/or conditions that could lead to occupational injuries or illnesses. While the ultimate success of a health and safety program depends upon the full cooperation of each individual employee, it is management's responsibility to see that health and safety work practices and procedures are not only adequate, but also enforced. Moreover, to see that effective training and education programs are employed to the greatest advantage.

III. CLIENTS

DCC has embraced a partnering philosophy since its founding. To build sustainable, lasting partnerships with our clients, we have made meeting our clients' needs the priority in all facets of our business. Because of our ongoing commitment to supporting the goals of our partners, our relationships typically last many years. We work hard to ensure these relationships are productive and remain focused on the mutually established partnership objectives. One of the advantages of working with our firm, and an important factor that differentiates us, is the personal attention that is given to each project we touch. Our staff is passionate about developing relationships and providing client-focused solutions. This means becoming an extension of our client and developing a connection that goes beyond working alongside them and taking personal ownership in the success of the project at hand.

IV. ENVIRONMENT

The preservation, conservation and diversification of our planet's limited resources have always been a priority for us. DCC embraces this philosophy both externally in the services we provide and internally within our own corporation. Our firm has partnered with many of our clients to improve their environmental performance. We have partnered with our community to minimize the effects of human intervention on our natural resources. DCC is continually focused on recognizing and addressing new ways we can reduce our environmental impact while improving the services we provide to our clients and communities.



V. COMMUNITY

DCC has made it a priority to build relationships with those in our community. We partner with local and state officials, subcontractors and vendors to ensure we are building better infrastructure, strengthening local businesses and providing new opportunities for those in our hometown. We strive to maintain an active status as a community partner and uphold good stewardship within the community.

Ocean Caplan-Holdgrafer

CRA 2025 Scholarship Award Recipient

Ocean Caplan-Holdgrafer, whose mother works for the Clear Creek County Library District and father works for the City of Idaho Springs, is studying Chemical Engineering at the Mines Academy with Red Rocks Community College and Colorado School of Mines. His numerous accolades as an honor roll student-tri-athlete, his social achievements as Homecoming King and Jostens Renaissance Conference Representative, and consistent community service involvement are impressive, however, it is Mr. Caplan-Holdgrafer's academic engagement that the CRA Scholarship Committee found outstanding. He and his AP Biology class completed a year-long project to review the biology, engineering, legal, and medical issues related to potential water issues impacting their school. Ocean anchored the presentation to the Board of Education, where he pitched solutions and led the Q&A. He also received the Clear Creek Schools Foundation Exploration Grant, which he used to attend the National Academy of Future Medical Leaders Congress in Boston, MA. Ocean hopes to pursue a career in pharmaceutical or clean energy development and administration.

