



**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
November 23, 2020
6:00 p.m.**

- ❖ **CCMRD ice rink-Cameron Marlin**
- ❖ **Holiday tree lighting update**
- ❖ **Flowers update**
- ❖ **Downtown Miner St. operations**

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

City of Idaho Springs City Council Communication



Meeting Date: September 26, 2020

Presented By: Jonathan Cain, Assistant City Administrator

Item: The Saturday After Thanksgiving

Background

The City has long had a traditional event of lighting the Christmas Tree at Citizens Park coordinated with a visit from Santa to the children of Idaho Springs on the Saturday after Thanksgiving. The City has budgeted \$1000 in Community Promotions for this event, which typically pays for Santa's visit and subsidizes some cost for children's events that day.

Under the current public health order, it is not possible to hold this event as we traditionally have. One of Santa's employees in Clear Creek County, Mr. Bill Lee has suggested to City Staff that Santa may be available for a virtual type event as he knows how important this tradition is to Resident of the City. City Staff has found a way to possibly uphold this long-standing community tradition and has come up with a few alternatives for how that might occur.

If we do invite Santa to Idaho Springs as in Alternative 1 or 2, we would use the money in the Community Promotions Budget for this event to pay for Santa's services. Additionally, Frothy Cup has offered to participate in a "coupon" program in which participants in the event could receive a "coupon" for a Cup of Cocoa for participating in the event.

Alternative 1: Film the Tree Lighting and Reading of the Night Before Christmas in Advance

Mr. Lee has suggested that Santa might be able to bring a Reindeer to Citizen's Park to meet with the Mayor. The Christmas Tree could be lit, and the Night Before Christmas would be read. City Staff would film the event, and we could publish it online for residents of the City to enjoy.

Alternative 2: Hold a "Community Forum" Event on Zoom

Santa could still come to Citizens Park and meet the Mayor for the lighting of the Christmas Tree. We would "live stream" this via Zoom Webinar (similar to how City Council holds Community Forums). The Mayor could still read the Night Before Christmas but following Story time we could also invite Carolers to preform via zoom, and Santa could speak to children logged into the Zoom Call. City Staff could also "screenshot" pictures of Children and Santa on the Zoom call which could then be emailed to parents as a souvenir.

Alternative 3: No event this year, plan for 2021

Request for Direction

Staff requests direction from City Council regarding a preferred alternative for this event in 2020. If City Council would like to move forward with one of the alternatives, Staff additionally requests direction from Council regarding hiring Santa for the event and paying for Cocoa from Frothy Cup.

City of Idaho Springs City Council Communication



Meeting Date: September 26, 2020

Presented By: Jonathan Cain, Assistant City Administrator

Item: 2021 Flowers Order

Attachments: Flowers Map 1 & 2

Background

City Staff has been working to finalize our 2021 Flowers order with Calabrese Greenhouse in Arvada. The earlier we are able to order flowers, the more “mature” plants that we will have next summer.

2020 Order and Installation Details

In 2020, the City modified our order of Flowers significantly to cut down on the overall number of flowers at Citizens Park. The 2020 Order was as follows:

100 1 Gallon Pots of Licorice Vine @ \$8.50 each
220 1 Gallon Pots of Mixed Annuals @ \$8.50 each
8 14” Hanging Baskets of Annuals @ \$45 each
43 24” Terra Cotta Pots of Mixed Annuals @ \$100 each

The flowers were installed in 2020 on June 4th. The reason for this is because the likelihood of freezing conditions after this date are relatively small. Volunteers assisted in the installation of Flowers last year; **big thanks** to Tracy Stokes, Steven Glitzer and all of the other volunteers who did this work.

Proposed 2020 Order and Installation Details

City Staff is proposing only minor modifications to the 2020 Order for 2021. Additionally, the City has saved the 2021 Terra Cotta Pots used in the City for the program and will be returning to Calabrese for a credit on next year’s order. Calabrese is still working to finalize pricing for flowers; however, City Administrative, Public Works Staff, and volunteers recommend the following order:

50 1 Gallon Pots of Licorice Vine
260 1 Gallon Pots of Mixed Annuals
8 14” Hanging Baskets of Annuals
43 24” Terra Cotta Pots of Mixed Annuals

City Staff has requested that Calabrese deliver flowers on location on Thursday June 3, 2021. We would create an alternate delivery date for the following Thursday to account for weather.

Flower Locations

There are 3 planted flower beds maintained by the City: 2 at Citizens Park (Fronting to Miner Street and the “Old Fountain” bed, and 1 at City Hall. In these beds will be planted Mixed Annuals and Licorice Vine.

The Flower Bed at City Hall is in need of some restorative work as the Soil has become depleted of nutrients; we likely will need to consider purchasing new soil for this garden bed.

The 43 24" Terra Cotta Pots of Mixed Annuals are spread throughout Downtown (in most years on the corners, however this year they were used as "barriers" for the Miner's Street Marketplace as well as at the City Property adjacent to the Kum Go, CRC Park, the Police Station, Library, and some at Citizens Park.

City Staff has proposed putting a couple of these pots at the Train and are open to other locations for floral displays. Attached to these reports are two maps that show in general locations for the Flowerpots.

Business Purchase Program

Over the past few years, we have discussed allowing Businesses and Residents to purchase the same flowers that the City purchases as part of a program to encourage more floral displays around town. From an administrative standpoint, this program is difficult to operate; however, Calabrese could allow for businesses to purchase these flowers directly.

Installation Day

City Staff is anticipating an installation day of June 4. Volunteers will need to be coordinated to install the flowers in the beds. If the public health situation requires us to limit volunteer participation in this effort, Calabrese has informed us that they could assist us in finding someone to plant the beds.

Requests for Direction

City Staff requests direction regarding whether or not the proposed 2021 flower order is sufficient for the needs of the City



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- ❖ Holiday tree lighting update
- ❖ Flowers update

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City of Idaho Springs

City Council Communication



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

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

WILL BE CONDUCTED AS A REMOTE MEETING
***REMOTE MEETING PUBLIC ATTENDANCE INSTRUCTIONS BELOW**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the November 23, 2020 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from November 09, 2020
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to November 23, 2020
- VIII. UNSCHEDULED PUBLIC COMMENT**
- IX. PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
 - a) Move to approve the Annexation Agreement Mary Jane Annexation Nos. 3, 4 and 5.
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
 - a) Resolution #29, Series 2020; A resolution approving a Water Supply Agreement with Juniper Mountain House, LLC
- XIV. ORDINANCE FIRST READING**
- XV. ORDINANCE SECOND READING AND PUBLIC HEARING**
 - a) Ordinance #15, Series 2020; An ordinance amending Section 21-77, of Chapter 21, Land Development Regulations of the Idaho Springs Municipal Code concerning inclusionary housing. Move to continue the public hearing and consideration Ordinance #15, Series 2020 to _____.
- XVI. CITY ADMINISTRATOR**
 - a) Staff report submitted with no request(s) for action.
- XVII. CITY CLERK**
 - a) Staff report submitted with no request(s) for action.
 - b) Cemetery update-Lue Howard
- XVIII. POLICE DEPARTMENT**
 - a) Staff report submitted with no request(s) for action.
- XIX. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with no request(s) for action.
- XX. PUBLIC WORKS: WATER/WASTEWATER**
- XXI. COMMITTEE REPORTS**
- XXII. MAYOR and COUNCIL**
- XXIII. ADJOURN to December 14, 2020**

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

For Scheduled Public Comment, please fill out and return the following form to the City Clerk no later than Noon (12 P.M.) the Thursday before this meeting:
[https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment 1.pdf](https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf)

The public will be able to sign up for Unscheduled Public Comment and Public Hearings by emailing the City Clerk at cityclerk@idahospringsco.com contact information including name and phone number by 5 PM on the day of the scheduled meeting.

During the meeting, staff will call people signed up for Public Comment (Scheduled and Unscheduled) when indicated on the agenda. Staff will attempt to reach each person who signed up for comment by calling the telephone number provided by such person one time only. If you sign up for comment, it is important that you: (1) provide an accurate and clearly legible name and phone number; and (2) are available to answer a call at that number when the agenda item is reached.

Each Public Comment will be limited to 3 minutes Public Comment will be limited in duration to 3 minutes time.

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
NOVEMBER 09, 2020

The City Council of the City of Idaho Springs held a regular meeting on November 09, 2020. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:10 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Scott Pennell, Art Caccavale, Jim Clark, Chuck Harmon and John Curtis. Also present was City Clerk Diane Breece, Police Chief Chris Malanka, City Administrator Andrew Marsh, Water/Wastewater Superintendent John Bordoni and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for November 09, 2020. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Scott Pennell moved to approve the minutes of October 26, 2020. Chuck Harmon seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

Bob Bowland announced he would be recusing from discussion and voting on Ordinance #18.

Approval of Bills

Chuck Harmon moved to approve bills to November 09, 2020. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Unscheduled Public Comment

There were no unscheduled public comments.

Public Comment

There were no requests for public comment.

Liquor Authority

Mayor Hillman opened the public hearing at 7:25 p.m.

The City Clerk presented her Administrative report.

The applicant Margaret Smith indicated that this application was in reference to previous discussion with City Council regarding a Beer and Wine license located at 1430 Miner St. There was some confusion regarding the licensed premises, Ms. Smith indicating a possible change with building alterations to the premises. Mayor Hillman informed her that the diagram *must* show the proposed premises as well as storage of the alcohol. Ms. Smith agreed to come back to the Authority with a distinct clear diagram.

Mayor Hillman closed the public hearing at 7:53 p.m.

Chuck Harmon moved to continue the public hearing for the application for a new Beer and Wine license for Goodfellow Antiques dba The Bee's Knees to December 14, 2020. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Ordinances First Reading

Chuck Harmon moved to approve Ordinance #18, Series 2020; An ordinance conditionally vacating a portion of Riverside Drive adjacent to Lots 1-4 of the Mighty Argo Mill Minor Subdivision. Scott Pennell seconded and the motion passed by a unanimous roll call vote.

Scott Pennell moved to approve Ordinance #19, Series 2020; An ordinance amending Section 21-33 of Chapter 21, Land Development Regulations, of the Idaho Springs Municipal Code, concerning short term rentals. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve Ordinance #20, Series 2020; An ordinance intended to mitigate the spread of the Coronavirus (COVID-19) in the City by requiring face coverings at certain locations, prohibiting large gatherings and requiring businesses to post signage and comply with all applicable Public Health Orders; and declaring an emergency with the addition of beginning November 10, 2020 to February 1, 2021. Bob Bowland seconded and the motion passed by unanimous roll call vote.

Ordinance Second Reading and Public Hearing

The staff report regarding the annexation and rezoning was given by Barb Cole.

Mayor Hillman opened the first public hearing at 8:28 p.m.

The applicant was sworn in and briefly stated the purpose of the annexation.

There was no public comment.

Mayor Hillman closed the hearing at 8:36 p.m.

Chuck Harmon moved to approve Ordinance #16, Series 2020; An ordinance annexing to the City of Idaho Springs approximately 9.33 acres of property in Clear Creek County, Colorado known as portions of the Golden Egg Placer Mining Claim, U.S. Survey No. 13335, to the City of Idaho Springs, to be known as "The Cabins Annexation Nos. 1, 2 and 3 to the City of Idaho Springs. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Mayor Hillman opened the second public hearing at 8:38 p.m.

The applicant had nothing further to add regarding the rezoning.

There was no public comment.

Mayor Hillman closed the public hearing at 8:41 p.m.

Scott Pennell moved to approve Ordinance #17, Series 2020; An ordinance rezoning approximately 9.33 acres of property known as "The Cabins Annexation Nos. 1, 2 and 3 to the City of Idaho Springs" to the Commercial Interchange (C-3) Zone District. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

City Administrator

Staff report submitted with one request(s) for action. Bob Bowland moved to approve an Agreement for Services with Historic Rail Adventures, LLC in an amount not to exceed \$15,000 for shipping former Colorado and Southern Coach #70 from Idaho Springs to Silver Plume and for generating an assessment and scope of work for the Coach's future restoration and with the City Attorney's final approval. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

City Clerk

Staff report submitted with no request(s) for action.

Police Dept.

Staff report submitted with no request(s) for action.

Public Works/Street and Parks

Staff report submitted with one request(s) for action. Move to approve \$25,329 to RoadSafe Traffic systems for crosswalk pavement marking installation from line item 2300-6016. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Mayor and Council

The Mayor informed the Council of an incident that occurred at the WWTP. All necessary notifications have been made and there will be an internal investigation.

Adjourn

Mayor Hillman adjourned the meeting at 8:58 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Albert Frei & Sons Inc. (638)								
75741								
75741	Invoice	3/4" Crushed Rock	10/31/2020	11/30/2020	751.34	Open	11/20	10-10-6095
Total 75741:					751.34			
Total Albert Frei & Sons Inc. (638):					751.34			
American Solutions for Business (1076)								
INV05024274								
INV05024274	Invoice	New Summons Forms	11/03/2020	12/03/2020	743.38	Open	11/20	10-30-5325
INV05024274	Invoice	Shipping	11/03/2020	12/03/2020	37.45	Open	11/20	10-30-5325
Total INV05024274:					780.83			
Total American Solutions for Business (1076):					780.83			
AmeriGas (1478)								
3113412276								
3113412276	Invoice	Tank rent-Fixed Tank	10/31/2020	11/30/2020	115.00	Open	11/20	51-00-6001
Total 3113412276:					115.00			
3113412278								
3113412278	Invoice	Fixed Tank Rental	10/31/2020	11/30/2020	115.00	Open	11/20	51-00-6001
Total 3113412278:					115.00			
Total AmeriGas (1478):					230.00			
A-OK Auto Clinic (2)								
35137								
35137	Invoice	2013 Chevy Repairs	10/30/2020	11/30/2020	863.52	Open	11/20	10-60-6150
Total 35137:					863.52			
Total A-OK Auto Clinic (2):					863.52			
Blackwell Oil (284)								
10312020								
10312020	Invoice	Fleet Fuel Streets	10/31/2020	11/20/2020	210.88	Open	11/20	10-10-6191
10312020	Invoice	Fleet Fuel/Parks	10/31/2020	11/20/2020	67.02	Open	11/20	10-60-6191
Total 10312020:					277.90			
25898								
25898	Invoice	red diesel fuel	10/31/2020	11/20/2020	336.37	Open	11/20	52-16-6191
25898	Invoice	red diesel fuel	10/31/2020	11/20/2020	336.38	Open	11/20	51-15-6191
Total 25898:					672.75			
Total Blackwell Oil (284):					950.65			
Browns Hill Engineering & Cont (1416)								
20163								
20163	Invoice	WWTP Service Work	11/13/2020	12/13/2020	250.00	Open	11/20	52-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 20163:					250.00			
Total Browns Hill Engineering & Cont (1416):					250.00			
C & C Machine & Welding (34)								
0028941								
0028941	Invoice	Pin for Dump Truck Tailgate	11/04/2020	12/04/2020	33.00	Open	11/20	10-10-6150
Total 0028941:					33.00			
Total C & C Machine & Welding (34):					33.00			
Caselle Inc. (287)								
105561								
105561	Invoice	Contract Support	11/01/2020	11/26/2020	1,350.00	Open	11/20	10-20-5108
Total 105561:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
303567447410282020								
303567447410282020	Invoice	Internet service-Public Works	10/28/2020	11/28/2020	92.94	Open	11/20	10-10-5335
Total 303567447410282020:					92.94			
Total CenturyLink (569):					92.94			
Clear Creek County Sheriff's Office (1057)								
3RDQT2020ISPD								
3RDQT2020ISPD	Invoice	3rd qtr dispatch services	10/15/2020	11/15/2020	32,935.50	Open	11/20	10-30-5105
Total 3RDQT2020ISPD:					32,935.50			
Total Clear Creek County Sheriff's Office (1057):					32,935.50			
Clear Creek Radio (778)								
1192020								
1192020	Invoice	Donation - annual	11/09/2020	12/09/2020	3,500.00	Open	11/20	10-21-5033
Total 1192020:					3,500.00			
Total Clear Creek Radio (778):					3,500.00			
Colorado Analytical Lab (945)								
201102120								
201102120	Invoice	TSS/testing	11/04/2020	12/04/2020	13.50	Open	11/20	52-00-5201
Total 201102120:					13.50			
201102122								
201102122	Invoice	WWTP COG641029	11/12/2020	12/12/2020	291.61	Open	11/20	52-00-5201
Total 201102122:					291.61			
201116054								
201116054	Invoice	total coliform P/A compl	11/17/2020	12/17/2020	98.50	Open	11/20	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 201116054:					98.50			
Total Colorado Analytical Lab (945):					403.61			
Comcast (1486)								
84974049301949871110120								
8497404930194987111012	Invoice	Pd internet	11/01/2020	11/30/2020	269.80	Open	11/20	10-30-5335
8497404930194987111012	Invoice	Pd phone	11/01/2020	11/30/2020	224.66	Open	11/20	10-30-5303
Total 84974049301949871110120:					494.46			
Total Comcast (1486):					494.46			
Community Matters Institute (1949)								
CIS7								
CIS7	Invoice	Planning Services	11/02/2020	12/02/2020	14,845.45	Open	11/20	10-20-5108
Total CIS7:					14,845.45			
Total Community Matters Institute (1949):					14,845.45			
Core & Main LP (959)								
N246235								
N246235	Invoice	Wall Meter Interface	11/04/2020	12/04/2020	1,563.00	Open	11/20	51-15-7006
Total N246235:					1,563.00			
Total Core & Main LP (959):					1,563.00			
D.J. Smith & Company LLC (1969)								
20110001								
20110001	Invoice	Enclosed dumpster pad	11/09/2020	12/09/2020	12,983.00	Open	11/20	23-00-6016
Total 20110001:					12,983.00			
Total D.J. Smith & Company LLC (1969):					12,983.00			
Deep Rock (1855)								
18332261111320								
18332261111320	Invoice	Water Cooler	11/13/2020	12/13/2020	3.77	Open	11/20	10-20-6010
Total 18332261111320:					3.77			
Total Deep Rock (1855):					3.77			
ELAVON (1295)								
8013550150103120								
8013550150103120	Invoice	Credit Card Processing Fees	10/31/2020	11/30/2020	454.08	Open	11/20	10-20-5340
Total 8013550150103120:					454.08			
801362912910312020								
801362912910312020	Invoice	Online CC Processing Fees	10/31/2020	11/30/2020	214.89	Open	11/20	10-20-5340
Total 801362912910312020:					214.89			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total ELAVON (1295):					668.97			
Frontier Fire Protection Inc. (1480)								
813376								
813376	Invoice	Visitor's Ctr - Annual fire alarm ins	10/30/2020	11/30/2020	1,920.00	Open	11/20	10-21-5430
Total 813376:					1,920.00			
813236								
813236	Invoice	Repair fire alarm	11/09/2020	11/23/2020	1,617.48	Open	11/20	10-21-5430
Total 813236:					1,617.48			
Total Frontier Fire Protection Inc. (1480):					3,537.48			
Glock Professional, Inc. (1786)								
TRP100143281								
TRP100143281	Invoice	Armorer's Course	11/02/2020	12/02/2020	250.00	Open	11/20	10-30-5212
Total TRP100143281:					250.00			
Total Glock Professional, Inc. (1786):					250.00			
IntelliPay (1279)								
2534								
2534	Invoice	ACH Fees	10/30/2020	11/30/2020	38.75	Open	11/20	10-20-5340
Total 2534:					38.75			
Total IntelliPay (1279):					38.75			
Lam Tree Service Inc. (915)								
35766								
35766	Invoice	Tree removal, trimming, montgom	11/03/2020	12/03/2020	200.00	Open	11/20	10-60-6098
Total 35766:					200.00			
Total Lam Tree Service Inc. (915):					200.00			
Landmark Community Newspapers (64)								
136012902103020								
136012902103020	Invoice	Election Notice	10/31/2020	11/27/2020	42.76	Open	11/20	10-20-5312
Total 136012902103020:					42.76			
136-0533911020								
136-0533911020	Invoice	legal notifications	10/31/2020	11/27/2020	712.00	Open	11/20	10-20-5312
Total 136-0533911020:					712.00			
Total Landmark Community Newspapers (64):					754.76			
McDonald Farms (1588)								
497203-1070								
497203-1070	Invoice	WasteWater Hauled to Landfill	10/16/2020	11/30/2020	720.13	Open	11/20	52-00-5250
Total 497203-1070:					720.13			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
497203-1071								
497203-1071	Invoice	WasteWater Hauled to Landfill	10/21/2020	11/30/2020	650.00	Open	11/20	52-00-5250
Total 497203-1071:					650.00			
497203-1072								
497203-1072	Invoice	WasteWater Hauled to Landfill	10/28/2020	11/30/2020	650.00	Open	11/20	52-00-5250
Total 497203-1072:					650.00			
497203-1073								
497203-1073	Invoice	WasteWater Hauled to Landfill	11/04/2020	11/30/2020	727.28	Open	11/20	52-00-5250
Total 497203-1073:					727.28			
Total McDonald Farms (1588):					2,747.41			
Municipal Valve, LLC (358)								
21326								
21326	Invoice	6" Knife Gate	11/10/2020	12/10/2020	906.00	Open	11/20	52-00-5204
Total 21326:					906.00			
Total Municipal Valve, LLC (358):					906.00			
Murray Dahl Beery & Renaud (806)								
1152020								
1152020	Invoice	legal services	11/05/2020	11/30/2020	22,235.75	Open	11/20	10-20-5101
Total 1152020:					22,235.75			
Total Murray Dahl Beery & Renaud (806):					22,235.75			
Petty Cash (319)								
8302020ISPD								
8302020ISPD	Invoice	Fuel Reimbursement	08/30/2020	11/30/2020	20.00	Open	11/20	10-30-6191
8302020ISPD	Invoice	Handles from ACE	08/30/2020	11/30/2020	26.24	Open	11/20	10-30-6010
8302020ISPD	Invoice	Postage	08/30/2020	11/30/2020	4.60	Open	11/20	10-30-5310
8302020ISPD	Invoice	Postage	08/30/2020	11/30/2020	11.05	Open	11/20	10-30-5310
8302020ISPD	Invoice	Postage	08/30/2020	11/30/2020	11.55	Open	11/20	10-30-5310
8302020ISPD	Invoice	Replacement Battery	08/30/2020	11/30/2020	10.00	Open	11/20	10-30-6010
Total 8302020ISPD:					83.44			
1152020PD								
1152020PD	Invoice	Food For Juvenile	11/05/2020	11/30/2020	5.02	Open	11/20	10-30-5305
1152020PD	Invoice	mouse Traps	11/05/2020	11/30/2020	9.21	Open	11/20	10-30-6010
Total 1152020PD:					14.23			
Total Petty Cash (319):					97.67			
Ramey Environmental Compliance (898)								
21432								
21432	Invoice	Grease trap inspections	11/06/2020	11/30/2020	638.00	Open	11/20	52-00-5000
Total 21432:					638.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Ramey Environmental Compliance (898):					638.00			
Richard Sonnenberg (1573)								
11182020RS								
11182020RS	Invoice	Highway Duty	11/18/2020	11/30/2020	1,950.00	Open	11/20	10-30-5105
Total 11182020RS:					1,950.00			
Total Richard Sonnenberg (1573):					1,950.00			
Ryan Frost (1829)								
11182020RF								
11182020RF	Invoice	Highway Extra Duty	11/18/2020	11/30/2020	480.00	Open	11/20	10-30-5105
Total 11182020RF:					480.00			
Total Ryan Frost (1829):					480.00			
SAFEbuilt Colorado Inc. (1041)								
0072644IN								
0072644IN	Invoice	Building Permits	10/31/2020	11/30/2020	2,058.42	Open	11/20	10-22-5000
Total 0072644IN:					2,058.42			
Total SAFEbuilt Colorado Inc. (1041):					2,058.42			
Sprint (750)								
381262319227								
381262319227	Invoice	admin and code phones	11/04/2020	12/04/2020	92.04	Open	11/20	10-30-5335
Total 381262319227:					92.04			
126852313-227								
126852313-227	Invoice	Cell phone Parks	11/08/2020	12/04/2020	32.91	Open	11/20	10-60-5335
126852313-227	Invoice	Cell phone Public Works	11/08/2020	12/04/2020	240.10	Open	11/20	10-10-5335
Total 126852313-227:					273.01			
Total Sprint (750):					365.05			
Staples Business Advantage (1219)								
8060266705								
8060266705	Invoice	covid decontamination supplies	11/07/2020	12/07/2020	113.76	Open	11/20	10-30-6010
Total 8060266705:					113.76			
Total Staples Business Advantage (1219):					113.76			
T & D Car Wash Inc. (534)								
1122020								
1122020	Invoice	Car Wash	11/02/2020	11/30/2020	66.25	Open	11/20	10-30-6100
Total 1122020:					66.25			
Total T & D Car Wash Inc. (534):					66.25			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
11182020								
11182020	Invoice	Highway Extra Duty	11/18/2020	11/30/2020	300.00	Open	11/20	10-30-5105
Total 11182020:					300.00			
Total Tim Collins (1964):					300.00			
USA Blue Book (376)								
408623								
408623	Invoice	Drum Pump	11/03/2020	12/03/2020	494.95	Open	11/20	52-00-6207
408623	Invoice	Freight	11/03/2020	12/03/2020	20.40	Open	11/20	52-00-6207
408623	Invoice	ORP Standard	11/03/2020	12/03/2020	55.80	Open	11/20	52-00-6207
408623	Invoice	PHD Sensors	11/03/2020	12/03/2020	533.70	Open	11/20	52-00-6207
408623	Invoice	Pump	11/03/2020	12/03/2020	259.95	Open	11/20	52-00-6207
408623	Invoice	standard cell solution ph	11/03/2020	12/03/2020	81.49	Open	11/20	52-00-6207
Total 408623:					1,446.29			
Total USA Blue Book (376):					1,446.29			
VISA (1827)								
11032020								
11032020	Invoice	2 Large Snow Shovel	11/03/2020	11/28/2020	83.98	Open	11/20	10-60-6200
11032020	Invoice	Chamber of Commerce Members	11/03/2020	11/28/2020	75.00	Open	11/20	10-20-5304
11032020	Invoice	Halloween Candy	11/03/2020	11/28/2020	46.21	Open	11/20	10-30-5310
11032020	Invoice	Lumber for Pedestrian Bridge	11/03/2020	11/28/2020	834.30	Open	11/20	10-60-6010
11032020	Invoice	Manlift Rental for IS Sign Repair	11/03/2020	11/28/2020	679.85	Open	11/20	10-10-5207
11032020	Invoice	postage	11/03/2020	11/28/2020	48.60	Open	11/20	10-30-5310
11032020	Invoice	Zoom Monthly Service	11/03/2020	11/28/2020	75.96	Open	11/20	10-20-5108
Total 11032020:					1,843.90			
Total VISA (1827):					1,843.90			
Xcel Energy (540)								
706953737								
706953737	Invoice	Street Lights	11/02/2020	11/27/2020	4,761.39	Open	11/20	10-10-6001
Total 706953737:					4,761.39			
706963789								
706963789	Invoice	2040 Miner St	11/02/2020	12/04/2020	16.05	Open	11/20	10-10-6001
Total 706963789:					16.05			
708725887								
708725887	Invoice	525 Pine Sope	11/13/2020	12/04/2020	10.89	Open	11/20	10-10-6001
Total 708725887:					10.89			
708728054								
708728054	Invoice	2916 Colorado Blvd	11/13/2020	12/04/2020	229.70	Open	11/20	10-30-6001
Total 708728054:					229.70			
708747199								
708747199	Invoice	1101 Soda Creek	11/13/2020	12/04/2020	92.78	Open	11/20	10-10-6001

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 708747199:					92.78			
708762157								
708762157	Invoice	1711 Miner St	11/13/2020	12/04/2020	357.53	Open	11/20	10-20-6001
Total 708762157:					357.53			
708822054								
708822054	Invoice	1801 miner	11/13/2020	12/04/2020	12.98	Open	11/20	51-00-6001
Total 708822054:					12.98			
708857819								
708857819	Invoice	10 Montane	11/13/2020	12/04/2020	29.48	Open	11/20	10-10-6001
Total 708857819:					29.48			
708860267								
708860267	Invoice	980 CR 314	11/13/2020	12/04/2020	2,049.38	Open	11/20	52-00-6001
Total 708860267:					2,049.38			
Total Xcel Energy (540):					7,560.18			
Grand Totals:					120,289.71			

Report GL Period Summary

GL Period	Amount
11/20	120,289.71
Grand Totals:	120,289.71

Vendor number hash: 55867
Vendor number hash - split: 74503
Total number of invoices: 58
Total number of transactions: 80

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	120,289.71	120,289.71
Grand Totals:	120,289.71	120,289.71

**ANNEXATION AGREEMENT
MARY JANE ANNEXATION NOS. 3, 4 and 5**

THIS AGREEMENT is made and entered into this 23rd day of November, 2020, by and between Mary Jane Loevlie, an individual ("ANNEXOR"), and the City of Idaho Springs, a municipal corporation of the State of Colorado ("IDAHO SPRINGS" or "CITY").

WITNESSETH:

WHEREAS, the ANNEXOR desires to annex to the City of Idaho Springs certain lands in the unincorporated territory of the County of Clear Creek and State of Colorado, more particularly described and illustrated in the Annexation Map, attached hereto as **Exhibit A**;

WHEREAS, the CITY wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the CITY'S ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and,

WHEREAS, ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of CITY; and

WHEREAS, ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the City of Idaho Springs, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the CITY be the source of necessary urban services for property to be developed, such as utilities, police protection, and local government administration; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the plan of development of the Property, even though such plan is conceptual at the time of annexation, to generally address the issues of the location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

WHEREAS, certain public facilities and amenities are necessary to serve any property within the City and may be required as a condition of any annexation to the City, and it is the stated policy of the CITY that the annexation of lands shall not create any additional cost or burden on the then-existing residents of the CITY to provide such public facilities in any newly-annexed area; and

WHEREAS, ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public improvements, to CITY as contemplated in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation; and

NOW, THEREFORE, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:

1. **BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for

annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties and may not be modified except by further written agreement.

2. **DEVELOPMENT.** The ANNEXOR agrees that the PROPERTY annexed shall be developed in general conformity with CITY subdivision regulations, zoning code, building codes and other applicable statutory and local requirements including, without limitation, those pertaining to zoning, subdivision, streets, storm drainage, utilities, landscaping, design standards, parks and open spaces and flood control, when applicable. The CITY and the ANNEXOR further agree that the CITY may amend the CITY's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the CITY's infrastructure, administration and delivery of governmental services as a result of development occurring within the CITY. The CITY and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. **Zoning.** The ANNEXOR has requested a Planned Development (PD) zoning designation upon annexation of the PROPERTY.

All residential, commercial and recreational construction will be subject to the types and intensities of zoning permitted pursuant to the *Idaho Springs Municipal Code* ("Code") in effect on the date when building permit applications are filed.

- b. **Incorporation of Prior Annexations and Terms.** The ANNEXOR intends to incorporate the PROPERTY into a unified development with lands previously annexed into the City known as the "Argo Annexation to the City of Idaho Springs" and the "Mary Jane Annexation Nos. 1 and 2 to the City of Idaho Springs," the terms and conditions of which are recorded in the records of Clear Creek County at Reception Nos. 282171 and 294237, respectively (the "Prior Argo Project Annexations"). The ANNEXOR and CITY therefore intend and agree that development of the PROPERTY shall be subject to the same terms and conditions as development of the Prior Argo Project Annexations, except as otherwise set forth herein. As such, ANNEXOR and CITY hereby expressly agree and bind themselves and the PROPERTY to the Prior Argo Project Annexations terms, as recorded with the County, as if fully set forth herein, except as otherwise set forth herein. In the event of a conflict between terms, the more restrictive, stringent or "higher" standard or requirement shall apply.

- c. **Phased Development – FDP and Platting Requirements.** Notwithstanding the foregoing, the ANNEXOR and CITY wish to clarify their collective intent concerning site plan (Final Development Plan or FDP) and subdivision requirements for the PROPERTY. If the PROPERTY is included, in whole or in part, in any proposed development that creates new lots or lot lines, or adjusts existing lot or parcel lines, so as to create one or more newly-defined parcels capable of legal conveyance or requiring assured access to the public street system, such development must obtain both subdivision and FDP approval from the City in accordance with the Code. Any other manner of development of the PROPERTY is subject to FDP approval.

ANNEXOR expressly acknowledges and affirms the legal requirements relevant to platting under C.R.S. §§ 31-23-214.1, 31-23-216 and 31-23-218, including the authority of the CITY to enjoin the unlawful sale or transfer of property within unapproved subdivisions.

3. **MUNICIPAL SERVICES.** CITY agrees to provide the PROPERTY with all of its usual municipal services in accordance with this agreement, and the ordinances and policies of the CITY, and the provisions of this AGREEMENT. Municipal services provided shall include, but are not limited to, general government administration, public works, police protection, and all other services customarily and currently provided by the CITY in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the CITY does not provide electricity, natural gas services, or fire protection services to the area to be annexed.
 - a. ANNEXOR agrees to petition for inclusion of the PROPERTY into any applicable special districts if the PROPERTY is not already included within these applicable districts. ANNEXOR appoints the CITY Clerk as its agent for the purpose of petitioning for inclusion into said special districts, in the event ANNEXOR fails to do so, and ANNEXOR agrees to pay all costs associated therewith.
 - b. Nothing in this Agreement shall provide the ANNEXOR with priority for utility, public safety, and other public services by the CITY. If utility, public safety or other public services are not available to coordinate with the ANNEXOR's development schedule, the ANNEXOR shall either delay development until funding becomes available, or fully advance funds necessary to accelerate the services' availability and priority, according to the CITY's policies and regulations, and the provisions of this AGREEMENT.
4. **WATER RIGHTS.** Section 21-103(E) of the Code requires the conveyance of water rights to the CITY in an amount and of a quality sufficient, in the judgment of the City Council, to serve the anticipated development of the PROPERTY. ANNEXOR represents that there are no water rights appurtenant to or associated with the PROPERTY to be conveyed to the CITY to satisfy this requirement. Therefore, the CITY agrees that ANNEXOR satisfies the requirements of Section 31-103 of the Code as follows:
 - a. The CITY acknowledges and agrees that ANNEXOR may obtain potable water to be used at the Property from Central City pursuant to a separate agreement, as more fully described in that certain Will Serve Letter for Water Supply and Reuse Water and Wastewater Sludge Disposal dated October 2, 2020 ("Will Serve Letter") submitted by the CITY to the ANNEXOR.
 - b. The CITY consents to and approves the above arrangement and use in accordance with C.R.S. 31-35-402(1)(b).
 - c. Pursuant to the Will Serve Letter, water may also be obtained from the CITY, but in either case, the water will be hauled by private trucking to the PROPERTY for use within a private utility system operated by ANNEXOR at the PROPERTY.
5. **FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Clear Creek Fire District. If the PROPERTY is not already within the Clear Creek Fire District, the ANNEXOR agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
6. **COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC AND COMMON IMPROVEMENTS.** The CITY may require the ANNEXOR to pay for other public improvements that relate to development of the PROPERTY. These public improvements may benefit not only the

PROPERTY, but also adjacent landowners and the public.

- a. The CITY shall assure construction of public improvements by requiring the ANNEXOR to execute a PIA. The CITY may require financial security by the ANNEXOR before development of all or any applicable phases of development.
- b. Where the ANNEXOR constructs public improvements that will also benefit other property owners and the public, reimbursement to the ANNEXOR shall be according to the Code in effect at the time of development, and detailed in the ANNEXOR's PIA.
- c. Where the ANNEXOR's property abuts or benefits from existing public improvements that have been constructed by others (including the CITY), the ANNEXOR may be required to participate in those public improvements according to the Code in effect at the time of development and as detailed in the ANNEXOR's PIA.

7. **DEVELOPMENT IMPACT FEES.** The CITY has established certain uniform development impact fees that directly address the effect of development intended to occur within the property upon the CITY's infrastructure, administration, and delivery of governmental services. The ANNEXOR agrees to the payment of these uniform development impact fees as established by the CITY. The CITY and the ANNEXOR further agree that the CITY may amend the development impact fees from time to time as needed to address changing effects upon the CITY's infrastructure, administration, and delivery of governmental services as a result of development occurring within the CITY. The development impact fees are to be paid at the then current rate upon subdivision of the property and/or the issuance of building permits. The CITY and the ANNEXOR agree that the necessity of such development impact fees is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

8. **CONFORMANCE WITH CITY REGULATIONS.** ANNEXOR agrees, without limitation, that the design, improvement, construction, development, and use of the PROPERTY shall be in conformance with the CITY's "Standard Design Criteria and Standard Construction Requirements" including, without limitation, those pertaining to subdivision and site design, streets and pedestrian ways, storm drainage, utilities, landscaping, park and open space design, and flood control. The CITY and the ANNEXOR further agree that the CITY may amend the CITY's "Standard Design Criteria and Standard Construction Requirements" from time to time as needed to address changing effects upon the CITY's infrastructure, administration, and delivery of governmental services as a result of development occurring within the CITY. The CITY and the ANNEXOR agree that the necessity of such CITY regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

9. **VESTED RIGHTS.** CITY and ANNEXOR agree that this Agreement does not create any vested property rights in or to the PROPERTY, such process being strictly governed by Article XIV of Chapter 24 of the Code.

10. **EXCLUSIVITY OF ANNEXATION PETITION.** ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of CITY.

11. **THREE-MILE ANNEXATION PLAN.** The City of Idaho Springs Three Mile Plan encompasses the entire annexation property and has been incorporated as part of the "*Envision Idaho Springs 2017, City of Idaho Springs Comprehensive Plan*." "*Envision Idaho Springs 2017, City of Idaho Springs Comprehensive Plan*," along with accompanying maps, plats, charts and descriptive material,

has been adopted as the master plan for the three-mile area surrounding the City of Idaho Springs as required by C.R.S. § 31-12-105 (1)(e).

12. MISCELLANEOUS PROVISIONS.

a. **Interpretation.** Nothing in this Agreement shall constitute or be interpreted as a repeal of the CITY's ordinances or resolutions, or as a waiver of the CITY's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the CITY and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the CITY of any tax or fee.

b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have agreed to the Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

c. **Amendments to the Agreement.** This Agreement may be amended, at any time, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Clear Creek County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land.

e. **Indemnification.** ANNEXOR agrees to indemnify and hold harmless the CITY and the CITY's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the CITY in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with CITY's enforcement of this Agreement. ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the CITY's option to pay the attorney's fees for defense counsel of the CITY's choice for any such liability, claims, or demands.

f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this Agreement shall be null and void and of no force and effect whatsoever.

g. **No Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the CITY shall accrue from this Agreement, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at ANNEXOR's request, the City of Idaho Springs shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the City Council of the City of Idaho Springs. No assurances of annexation or

zoning have been made or relied upon by the ANNEXOR. In the event that the City of Idaho Springs City Council, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the CITY in accordance with state law, as may be appropriate.

i. **Legal Discretion in the Case of Challenge** The City of Idaho Springs reserves the right to not defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, CITY may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the CITY'S legal representatives in such a defense at no cost to the CITY.

j. **Application of CITY Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of CITY ordinances, as amended, including public land dedications, provided however, that changes or amendments to the Code, after the date of this Agreement shall in no way limit or impair CITY's obligation hereunder, except as specifically set forth in this Agreement.

k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any CITY ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon ANNEXOR.

l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this Agreement.

m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the CITY for any third party costs necessary for the orderly and proper development of the PROPERTY, including but not limited to consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.

n. **Oil and Gas Access Roads.** All oil and gas access roads located on the PROPERTY will remain where they are, and shall be considered a current obligation between the ANNEXOR and the oil and gas company(s). Any relocation of oil and gas access roads shall be in accordance with a surface use agreement between the ANNEXOR and the oil and gas company. The CITY shall not be responsible for any maintenance of any current oil and gas access road.

o. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

p. **Timely Submittal of Materials.** ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this Agreement, in a timely manner.

q. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.

r. **Recording of Agreement.** This Agreement and any amendments thereto shall be recorded in the records of the County Clerk and Recorder, Clear Creek County, Colorado at ANNEXOR'S expense.

s. **Choice of Law.** In all litigation arising out of this agreement, the statutory and common law of the State of Colorado shall be controlling, and venue shall be the District Court of Clear Creek County, Colorado.

13. **COMPLETE AGREEMENT.** The instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of the Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

14. **ORIGINAL COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgement, the undersigned hereby certify that the above Agreement is complete and true and entered into of their own free will and volition.

CITY OF IDAHO SPRINGS

ATTEST:

Michael Hillman, Mayor

Diane Breece, City Clerk

State of Colorado)
) ss.
County of Clear Creek)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Michael Hillman as Mayor and Diane Breece as City Clerk of the City of Idaho Springs, Colorado.

My Commission expires:

Witness my hand and official seal.

Notary Public

ANNEXOR:

Mary Jane Loevlie

State of Colorado)

) ss.

County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Mary Jane Loevlie.

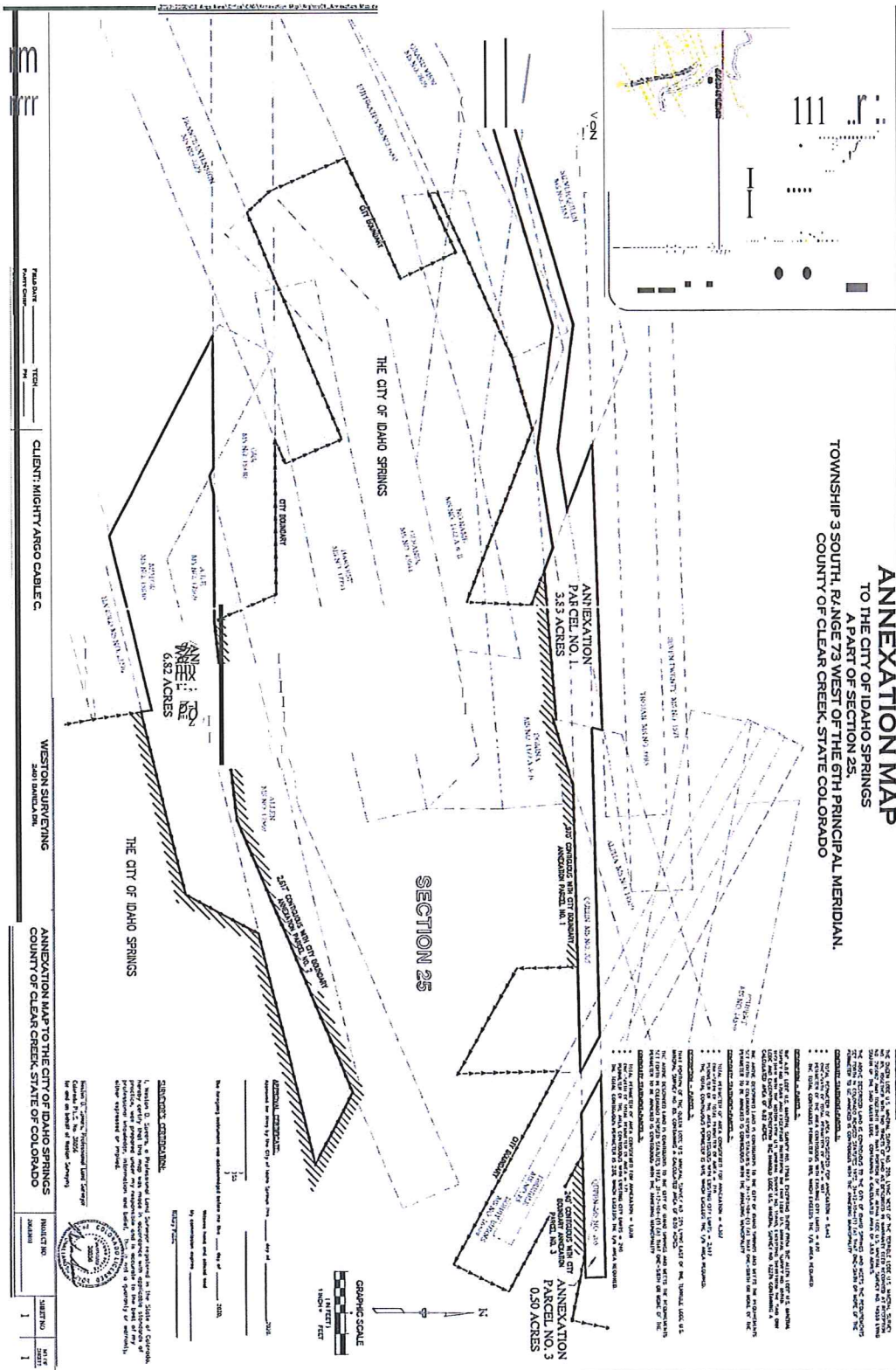
My Commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT A
Annexation Map

[ANNEXATION MAP – ATTACHED]





City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
(303)567-4421 | (303)567-0124 (f)

October 2, 2020

Mr. Bryan McFarland
Mighty Argo Cable Car, LLC
1431 Miner Street
Idaho Springs, CO 80452

Re: Will Serve Letter for Water Supply and Reuse Water and Wastewater Sludge Disposal

Dear Mr. McFarland,

The City of Idaho Springs (City) has considered your request to supply potable water and dispose of reuse water and wastewater sludge from the proposed Argo Upper Landing site. City facilities have the capability to supply the necessary water for trucking to the site and to accept tested and acceptable reuse water and biosolids wastes, including RO brine if needed. There may be some minor capital costs to develop a receiving station for reuse water, but all hauling and water quality testing will be provided by Mighty Argo. The City is willing and able to provide the requested services to the project subject to the following conditions:

Our preference is for Mighty Argo to obtain potable water from the City, but as further approved by Idaho Springs as required by C.R.S. § 31-35-402(1)(b), potable water for the Upper Landing may be obtained from Central City. If the water supply is from Central City, the proposal does not derive its water supply from the City's water rights.

For either source, the water will be hauled by private trucking to the site for use within a private utility system operated by Mighty Argo at the Upper Landing, without using the Virginia Canyon Road unless otherwise later agreed upon by Mighty Argo and Idaho Springs.

Details of all agreements including, but not limited to, any necessary capital construction, payment obligations for the same, fees for services, security requirements, procedures to unload the haul trucks, shall be finalized before the Argo Upper Landing WWTP is commissioned and operational.

Please contact the City for further information or if you have any questions.

Sincerely,

Andrew Marsh
City Administrator

CITY OF IDAHO SPRINGS
Idaho Springs Water Activity Enterprise
County of Clear Creek
State of Colorado

Resolution No. 29, Series 2020

A RESOLUTION APPROVING A WATER SUPPLY AGREEMENT WITH JUNIPER MOUNTAIN HOUSE LLC

WHEREAS, pursuant to C.R.S. § 31-15-101, the City of Idaho Springs (the “City”), acting by and through the City Council (“Council”), possesses the authority to hold, manage and lease municipal property, including water and water rights; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution, the City operates its municipal water and wastewater systems as an enterprise, known as the Idaho Springs Water Activity Enterprise (the “Enterprise”); and

WHEREAS, the City owns and operates the Idaho Springs Reservoir, also known as the Chicago Creek Reservoir (the “Reservoir”), within which the City stores water duly and lawfully decreed to the City by the District Court for Water Division 1 in Case Nos. 84CW508 and 84CW671, and which may be used for augmentation purposes; and

WHEREAS, Juniper Mountain, LLC (“Juniper Mountain”) has approached the City about the possible purchase of augmentation water from the City in order to permit the out-of-priority diversion of well water on certain Juniper Mountain property, as further described in the proposed Water Supply Agreement between the City and Juniper Mountain, dated November 4, 2020 (the “Agreement”); and

WHEREAS, the Council, acting also as the governing board of the Enterprise, finds and determines that the requested augmentation water to be supplied under the Agreement is currently surplus to the City’s needs and, subject to the reserved right of curtailment set forth in the Agreement, is therefore available to be leased without harm to the City, its residents, utility users or the City water system or water supply; and

WHEREAS, the Council therefore finds and determines that it is desirable and beneficial to the City to realize some revenue from said surplus water, subject to the terms and conditions of the Agreement, and therefore wishes to approve the same.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Idaho Springs, Colorado, acting also as the governing board of the Enterprise, as follows:

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

Section 2. The City Council hereby approves the Water Supply Agreement between the City and Juniper Mountain, dated November 4, 2020, attached hereto and incorporated herein by this reference.

Section 3. The Mayor and City Clerk are hereby authorized on behalf of the City to execute and deliver the Agreement and to execute and deliver any and all other documents reasonably necessary or convenient to effectuate the intent of the Agreement.

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

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

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

Requests for Action:

- None

Updates:

- The Mayor, Jon and I met on November 10 with Department of Local Affairs representatives regarding the City's grant application for construction of the new Public Works Facility.
- The Mayor, Jon and I attended on November 12 the annual board meeting of the Clear Creek Economic Development Corporation.
- Jon and I met on November 12 with the new General Manager of the Clear Creek Metropolitan Recreation District regarding its plans for an ice-skating rink at Gold Digger Field.
- The Mayor, Chris and I met on November 13 with representatives of KRW regarding the recruitment process for Chief of Police.
- The Mayor, Jon and I met on November 16 with the Clear Creek Schools Superintendent and Board Chair regarding the proposals that have been received for the purchase of the District's surplus property in Idaho Springs.
- The Mayor and I attended on November 17 a Board of County Commissioners work session regarding the possibility of merging the Clear Creek Fire Authority and the Clear Creek Ambulance.
- The Mayor and I attended on November 17 the Clear Creek School Board meeting that included presentations by three potential buyers of the surplus School District property.
- The Mayor, Jon and I attended on November 18 the Governor's COVID-19 update.
- Attended on November 18 the Variance Board training work session conducted by the City Attorney.
- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended weekly Downtown Improvements Work Group meetings regarding a downtown parking structure and trash enclosures.

- Attended weekly meetings with County and municipal representatives regarding the distribution plan for Coronavirus Relief Funds that have been received by the County under the federal CARES Act.
- Attended weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- City offices will be closed on Thursday, November 26 and Friday, November 27 in observance of the Thanksgiving Holiday.
- The Planning Commission will meet on Wednesday, December 2 at 6:00 p.m. The agenda includes the Final Development Plan and Rezoning for the multi-family residential project at 2800 Miner Street, the Colorado Boulevard/CRC Park Subdivision Plat, and a vacation of right of way request from the Clear Creek School District for Carlson Elementary School. The Argo Team will also provide an update on its gondola project.

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: November 20, 2020
Subject: Staff Report

- ✓ Attended Variance Board work session with members and City Attorney Carmen Beery on November 19.
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals

Lue A. Howard
PO Box 284
Idaho Springs, CO 80452
(303) 567-2644
luealta@hotmail.com

To: Mayor Michael Hillman
From: Lue Howard
Re: Idaho Springs Cemetery Update
Date: November 16, 2020

The following is an update on the progress of the Cemetery Improvement Project.

Our annual cemetery clean-up day was not held this year due to the coronavirus restrictions. We will plan for next May. A group of faithful volunteers spend a morning weed eating, raking and cleaning the cemetery. We have coffee and donuts before we begin and then lunch at the cemetery.

The "Be-A-Tool" organization also had to cancel their service projects this year due to the virus. They always meet the first Saturday in September and usually give me five people to help at the cemetery in the morning and then we all go in town to help with other service projects. The last two years we have worked on bushes and cleaning around the pine trees.

We had two mishaps during the winter. The first was by a human driving a red jeep on George Jackson Road after a big snow storm. They crashed into a small fence bordering a lot and then continued down the road and knocked over two head stones (Cruise & Grillo). The Grillo stone is fairly large. The City crew was able to put both stones back on their bases after the snow had melted. The second incident was by nature. A large tree broke in half and landed on a lot breaking the headstone off its base and bending the fence around the lot on both sides. David Schuessler and his wife Jeannie sawed up the tree and cut the limbs off of it. Chuck and I hauled the limbs and logs down and took the limbs to the slash pile and someone took the logs for free. Chuck took the fence down and straightened and put it back in place. The stone is on the list to be repaired. We beat the City Crew by a day. It was scheduled for the following morning.



David Schuessler also removed the dead tree in the plot.



We were able to have five new sets of cement steps done this summer. Four of the sets were on Columbine Road and the cement truck was able to get there on the narrow road. It hit one of the forms and a nail went into one of the tires. That was unfortunate, but they were able to get it off and repaired. The other set is in the South Flats section and wasn't a problem. We won't do any more steps on Columbine Road. They are spaced out, so you can climb them and get access to the graves on the Placer Section. We will need to

have two handrails built next summer. This project is funded by Mel Johnson and his sister Marjorie Johnson Hartman. Funds donated by them are funneled through the Historical Society of Idaho Springs. Chris Alley is the contractor and donates part of his labor.



Three small set of steps on Columbine Road



Steps on Columbine Road



Steps on George Jackson Road

Both of these sets of steps will need a handrail built and installed.

I know they all look like they are going no place, but just getting up on the mountain side is very hard and one of the goals in the beginning of the project was to make the cemetery more accessible for everyone.

We are finally getting some control of the thistles. As soon as I see a blossom, I go up and start taking them down. I used to lop off the pods, but now I take down the whole plant. Ideally, you should dig them up but that is a lot of work and this seems to be working.

Since we weren't able to weed eat in the spring, we had to wait until after the wild flowers had exhibited their beauty. Jerry Miller, David and Jeannie Schuessler and I tackled it this year and actually got most of the areas done before winter came. Usually, the City Crew does a few areas, but this year was a problem with the virus. Dean Clark always maintains the Masonic plots. Jim Davis took care of his adopted plots and also weed eated adjacent plots. Donna and Jim (another Jim) Davis also maintain their adopted plot and took care of adjacent plots. Mike and Vicki Morris have adopted a lot and worked on it this year. I will miss Chris Malenka working on his adopted lots. Unfortunately, most of my adopted plots have lost their adopters – because they have moved or are not physically able to work on them.

Headstone cleaning is almost completed with a few stones in the Titanic Section left to be done. We clean the moss and lichen off the letters, so they are readable. I have a volunteer, Laura Salmons, who enjoys helping with the stones. I think they will be good for another 50-100 years.

While cleaning Miners Bluff we discovered a broken-down wooden fence. We removed the pieces of wood and cleaned up the area. Now there is a clear view of the mountain side across Highway 103.

Ron Cobb of Norman's Memorials from Greeley repairs the large headstones. Each year I email him photos of stones needing work and a map of their location. He usually comes in the fall but they were too busy this year and unable to do the work. He has been repairing the stones for years and loves our cemetery. Funding for the repairs is provided by the City. We had planned for five stones to have the bases leveled and headstones remounted and glued and two stones leveled and straightened. We will try again next spring. Here is a copy of his email.

Hi Lue,

I am very sorry that we didn't get anything done for you this summer. It has been really crazy. We were in the mountains about two and a half months ago and the turbo in our smaller setting truck blew. The truck sat at the dealership in Denver for almost 2 months waiting for the new turbo. I guess all of the parts suppliers are backed up on their production. We also had a record amount of sales which is great but I'm having trouble finding enough help to get it all done and it takes months and months to train someone in this field so it has been very difficult. Alan and I talked this morning and we want to try and make you a priority next spring so we are planning on getting up to take care of you before we do anything else up there and if it takes a while for you guys to get new money appropriated then that's fine. We have made you wait and you have been very understanding so if we have to wait until the following year to get paid then so be it. I just want to try and get these thing addressed for you. I will touch base with you in the spring. Until then thanks for being so patient and stay safe.

Ron

There are many stones that need to be straightened and this project will continue on forever, because new ones start leaning every year which is unavoidable since most of the cemetery is on a hill. It is hard to decide which ones to work on every year. If we straighten them before they fall over, the repair is less expensive. Some will also fall off their bases as time passes as well. It is a continual maintenance issue. The smaller stones, we can do.

Idaho Springs Historical Society has a new website and they are planning to help me get access to it in order to make changes and add more photos to the cemetery portion. If you go to Idaho Springs historical society; then the resource tab and pull down to cemetery you can view photos of the headstones.

The only tour that I did this year was with councilman, Chuck Harmon. We spent three hours walking and talking. I tried to give him an overview of what had been done and what was planned for the future.

Plans for next year are:

- (1) Finish cleaning the remaining headstones.
- (2) Trim and remove some brushes – very hard work.
- (3) Lift up little outhouse and pour a new foundation.
- (4) Add Robert B Griswold information on wife's headstone. (Born February 9, 1830; died June 1, 1917; first mayor of Idaho Springs, County Commissioner, Justice of the Peace). Their two sons do not have headstones. Their son Scott Griswold is buried in the same lot. His information is (1864-1928). Their son Harry Griswold is buried in Lot 40 but I would like to add his name and information (1872-1883; Lot 40). There are three sides of the stone that we could use for the engraving. I don't have an estimate of the cost for the City, but I have a contact of someone who could do the work. I am attaching a copy of my research on the Griswold's.



- (5) Large stone repair & straightening.
- (6) Re-stain Sid Varney shelter.
- (7) Talk to Mel Johnson about adding more steps.

The City crew continues to support the effort by maintaining the roads and disposing of the slash, metal and weed piles.

Thank you for all your support and for allowing me to coordinate the

Robert Birch Griswold

Born February 9, 1830 in Watkins Glen, Schuyler County, New York and died June 1, 1917 in Idaho Springs, Colorado at the age of 87. He was the first mayor of Idaho Springs. He, also, was a county commissioner and a justice of the peace several times. His picture is on the wall in the City Hall building in Idaho Springs. RB Griswold is buried in Idaho Springs in Lot 96 with his wife Elnor who was born January 30, 1832 in Pennsylvania and died on June 21, 1888. They were married on April 20, 1852 in Richland, Wisconsin.

They had two sons and one daughter. Harry Griswold was born in Colorado in 1872. He died on February 9, 1883 and is buried in Idaho Springs, Lot 40 (Plummer lot). He would have been around 11 years old. Scott Griswold was born in Wisconsin in 1864 and died in October, 1928. He was a gold miner and is listed as single on the 1870, 1880, 1900, 1910 & 1920 census records living with his father. Their daughter was born in 1855 in Wisconsin. Her name was Temperance. She married David A. Montague on December 16, 1875 and they divorced on January 28, 1881. They had two daughters. Nellie Montague born in 1877 in Colorado and Ida Montague born in 1879 in Colorado. There is a David A. Montague buried in the cemetery in Lot 12 without a headstone. Temperance married Philip Mixsell in Clear Creek County on January 29, 1881. A Philip Mixsell married Lizzie McGee in 1891 in Manitou, Colorado, so the assumption is that Temperance died or they were divorced. I have not been able to find a death record for her.

Nellie Montague married James S. Waldron who was born in England in 1875 and died in 1936. They had a daughter named Sybal who was born in 1907. Sybal Waldron died in 1920. Nellie aka Nettie, James and Sybal Waldron are all buried in the Masonic Cemetery in Trinidad, Colorado in Plot 29. Nellie (Nettie) was interned on March 12, 1947.

I haven't found records for Ida Montague; thus I haven't been able to find a direct descendant. I have contacted three people on Ancestry.com who might be distant relatives, and I am waiting to hear from them.

In the 1850 United States Federal Census, Robert is listed with his father, step mother and siblings living in Dix, Chemung, New York. His father, Squire Griswold, was a farmer. They are listed as: Squire (55), Fanny (34) *maiden name Matthews*, Emily (27), Sarah (25), Eliza (22), Robert (21) farmer, Harriet (19), Albert (17) farmer, Lucinda (15), Ruth (12), Frelove (7), Ortensa (5), Martha (3) and Frances (0). Robert's mother was Temperance McDowell and she died September 11, 1841. Squire, Temperance, Fanny and many of Robert's siblings are buried in Glenwood Cemetery, Watkins Glen, New York.

There is a marriage record for Robert B. Griswold on April 20, 1852 in Richland, Wisconsin. A land record for Robert B. Griswold is recorded in the La Crosse, Wisconsin land office issued on August 10, 1858 for 40 acres.

Excerpt from "A History of Clear Creek County" book:

R.B. Griswold

Mr. Griswold was born in Watkins, New York, February 9, 1830. Young Griswold received but little education and, at eighteen, he directed his steps westward. He landed in Wisconsin, where he farmed at several locations until 1861.

His attention was drawn toward the goldfields and he headed for Denver. In company with Henry Plummer, he crossed the plains to Colorado with the intention of becoming a farmer. The mountains of Clear Creek did not look inviting from a farming standpoint. He traded his wagon, provisions, and about all he had for a placer mining claim on Chicago Creek – never returned to agricultural pursuits. When Mr. Griswold came to the area, there was not a building where Idaho Springs now stands.

The first church service ever held in Idaho Springs was presided over by a minister called Brother Bruce, a Baptist, whom everybody called the Arkansas Traveler. Mr. Griswold came in late and was appointed a seat on the biggest rock in the room. When they started to sing, he sang loud enough as he said later, to be heard a mile. After the service, the minister called him "Deacon." Dr. Kelso said he had to be called "Elder" and that name clung to him as long as he lived.

Mr. Griswold gained control of three placer bars, the Illinois, Idaho, and Payne's, combined them to form the Idaho Mining District, which became the townsite of Idaho Springs. In June 1860 the Idaho Town Company was organized with a membership of fourteen men, who named the town Idaho City, which was changed to Idaho Springs when the town was incorporated. The first settlement in 1859 had been known as Jackson's Diggins, later as Sacramento and Idahoe.

"Elder" Griswold, Matthew Coddington, Fayette Beebee, Peter Theobald and Hopkins Barnes were appointed in 1873 by the commissioners of Clear Creek County to incorporate a village. Robert B. Griswold was elected president of the Board of Trustees of Idaho Springs in Clear Creek County, Colorado Territory, June 2, 1873, three years before Colorado became a state. The trustees employed John A. Dory as marshall, David Montague as clerk, and Henry Plummer as street commissioner.

The first ordinance passed by the newly formed Board of Trustees was the Ordinance of the Dogs, voted into effect July 2, 1873. The second ordinance, voted July 14, was to build a calaboose. The building was to be twelve by fourteen by ten feet high. A committee was appointed to arrange a loan for \$400 with interest not to exceed 25 percent per annum.

In August 1873 the final survey of the townsite was completed and the surveyor, Frank Brune and Mr. Griswold walked to Central City to pay for the town of Idaho Springs. The price was \$1.25 per acre or a little more than 105 acres.

On May 5, 1874 a patent of the townsite was issued by President U. S. Grant, for 105.43 acres in Idaho Mining District as shown on Survey No. 332 in Mineral District No. 2. Clear Creek formed the southern boundary of the townsite.

As president of the Board of Trustees, Robert B. became the first mayor of Idaho Springs – an office he held many times.

"Elder" Griswold held the office of county commissioner for three years from 1869 to 1872. He was justice of the peace for several terms. Mr. Griswold was one of the large real estate owners of Idaho Springs. He was extensively engaged in mining enterprises, having developed some of the richest mines in Colorado.

He lived with his wife and two sons on Soda Hill east of the present-day location of Bridal Veil Falls. A true patriarch of the town – he died in Idaho Springs June 1, 1917 and was buried in the Idaho Springs Cemetery.

End of Excerpt



Matthew Coddington (Lot 8)
 ← After repair and before repair. →
 Chuck Howard was able to put the stone back together and glued it back on its base.



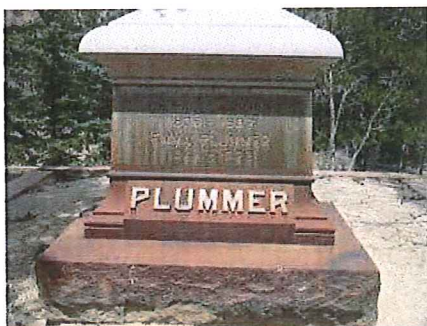
Hopkins Barnes (Lot 93)
 Chuck Howard Repair Project?



Peter Theobald (Lot 101)
 Has been straightened.



Elnor Griswold (Lot 96)
 Inscription Project adding RB & Sons



Henry Plummer (Lot 40)

The Plummer lot has been adopted by the Historical Society of Idaho Springs, and they have done extensive work on it. They removed some trees and totally rebuilt the wall around the memorial.

There is no record of Fayette Beebee or Frank Brune buried in the Idaho Springs Cemetery. John Dory is buried in Lot 88 without a headstone and David Montague is buried in Lot 12 without a headstone.

Compiled by: Lue Howard

Sources: Find A Grave; 1850, 1870, 1880, 1900, 1910, 1920 United States Federal Census records; Wisconsin Marriage Index; Wisconsin Homestead and Cash Entry Patents, Pre-1908; Ancestry Family Trees; Tailings, Tracks & Tommyknockers – A History of Clear Creek County; Idaho Springs Cemetery Records



To: Michael Hillman, Mayor

City Council

From: Christian Malanka, Chief of Police CJM

Date: November 19, 2020

Subject: Council Meeting November 23, 2020

Requests for Action

- ISPD seeks Council's permission to dispose of 2004 Ford Crown Victoria to CDOT for Traffic Incident Management Training or Clear Creek Fire Authority to strip of emergency equipment and extrication training.

COVID19: One civilian employee contracted COVID, self-quarantined for 17 days and has since returned to work after receiving clearance from the county's public health nurse.

Virginia Canyon Mountain Park: Nothing to report.

Meetings: - Monday Morning COVID Meetings

Code Enforcement: CEO S. Zacharias commenced PHO compliance checks of all businesses. As of 4:00 PM, Wednesday, November 18, 2020, 62 businesses have been visited. Thus far only 4 businesses were not in compliance with the mask public health order. Written warnings are forthcoming. My thanks to Mayor Hillman, and Council members whose businesses were each in compliance. The positive example by city leaders in their private enterprises is appreciated.

Marijuana Compliance Officer: Due to increased COVID19 transmission prevention measures inspections are being postponed until January 2021.

Training: Officers are in the process of completing all required training hours mandated by the state. We are on track.

Staffing: 100 % with one officer on light duty.

Operation Aspen Leaf: Spot checks of historic sites continued to be checked. There have been no reports of illegal camping in the city. There are two RV's parked on East Miner. One is unoccupied and no determination of occupancy has been made on the other. Both will be tagged.

Fire Conditions: Unchanged. The USFS, County and City fire bans remain in place. We are now in Stage 1.

After Action Reports: None

Significant Incidents:

201107 – Theft from Auto: In the early morning hours of November 10, 2020 an unknown party made entries into five unlocked vehicles on and near Virginia St.. Small items and change were reported taken from the vehicles. One unlocked vehicle had a firearm stolen from inside the passenger compartment. Subject of interest identified. Case open. Response Time: 2 minutes

201108 – Stolen Vehicle Recovery: On November 10, 2020 at approximately 6:00 PM ISPD received a report that there was a stolen vehicle parked in the lot of Argo Inn and Suites. Officers confirmed that the vehicle had been reported stolen by Arvada PD who had an open case. ISPD secured a search warrant for the suspect's room and was able to make a direct link between the suspects and the vehicle. The suspects fled the scene prior to officer's execution of the warrant. The vehicle was impounded and secured for evidentiary processing by Arvada PD. Suspects identified. Referred to agency of jurisdiction. Response Time: 4 minutes

201113 – Wildlife: On November 12, 2020 at @ 8:20 PM 2 ISPD officers responded to the rear of Beau Jo's to capture and remove a racoon. It was possible this animal had previously been removed and relocated to the Echo Lake area. The animal was marked and relocated back the vicinity of Echo Lake. The marking was administered to determine if it was the same racoon in the event of its return. There was evidence that employees or patrons were feeding the animal(s) junk food. Response Time: 3 minutes.

201125 – Fireworks: On November 15, 2020 at @ 9:30 PM ISPD received a report of fireworks in the vicinity of Riverside and 23rd Avenue. An officer contacted one subject who was previously cited for fireworks and was questioned but could not make a direct link between that party and the offense. Report written. Case suspended pending new information. Response Time: 1 minute.

201136 – Violation of Protection Order/Family Violence: At @ 10:00 AM 2 ISPD units were dispatched to Kum and Go at 13th Av. And Miner St. in response to a report of a disturbance with violence in progress. Officers arrived on scene and contacted a couple. Violence at that time could not be confirmed. In the course of the contact however it was determined the male provided fictitious identifying information and that the couple was in violation of a no contact protection order issued by the Jefferson County courts. One subject was taken into custody and charged with Violation of a Protection Order. Case closed by arrest. Response Time: 1 minute. Assisting CCCSO and Clear Creek Victim Advocates.

RMS AD HOC CITATIONS BY TYPE

CITATIONS						OTHER STATE, MUNI CRIM					
2019	WARN	PARK	TRAFF	OTHER	TOTAL						
JAN	97	121	70	41	329	2020	WARN	PARK	TRAFF	OTHER	TOTAL
FEB	63	78	61	21	223	JAN	92	56	55	31	234
MAR	70	86	75	25	256	FEB	74	70	60	20	224
APR	64	38	69	24	195	MAR	66	28	51	31	176
MAY	55	40	46	28	169	APR	50	3	91	22	166
JUN	44	83	50	26	203	MAY	68	5	135	31	239
JUL	73	132	52	27	284	JUN	40	84	78	24	226
AUG	62	99	51	18	230	JUL	49	101	60	28	238
SEP	50	109	38	31	228	AUG	47	97	28	25	197
OCT	54	41	37	22	154	SEP	58	91	43	19	211
NOV	100	33	59	30	222	OCT	38	50	35	18	141
DEC	90	44	82	37	253	NOV					
TOTAL	822	904	690	330	2746	DEC					
						TOTAL	582	585	636	249	2052

CAD CFS SEARCH*

CFS	2019	2020
JAN	693	688
FEB	553	591
MAR	623	626
APR	594	629
MAY	726	761
JUN	731	742
JUL	860	848
AUG	727	738
SEP	684	690
OCT	577	837
NOV	655	
DEC	669	
TOTAL	8092	7150

JAN-OCT 2019 = 6768 CFS

2020 = 7150 CFS 5.34% INCREASE

* CFS = CALLS FOR SERVICE



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

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

STREETS & PARKS

General park maintenance
Equipment repair & services
Pothole repair
Sweeping
Remove additional slash & trees from cemetery

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter reading and repairs.
Manhole inspections/sewer line jetting

The repairs to the Hwy 103 line are underway the contractor set up scaffolding under the bridge on the 16th and started removing the old insulation and broken fittings from the line.

WATER & WASTEWATER

Project 2: Spill Incident:

On November 7th 2020 at 10:22 am the WWTP decanted approximately 50,000 to 90,000 gallons of partially treated waste water into Clear Creek. The SBR was in settle mode which typically runs for 120 minutes this time it only settled for 10 minutes then went into a decant operation, the decant ran from 8:54 AM to 10:01 AM.

Int that period of time approximately 90,000 gallons of partially treated waste water was sent to the UV chamber, the majority of the sludge was captured in the UV chamber, it is estimated that approximately 50,000 gallons went into the river and 40,000 gallons remained in the UV chamber.

An investigation determined the SBR reached a high-level mark and started the decant. Due to the current construction the plant has been running on one SBR. Under normal operation if the one SBR reaches this point it would fill the second SBR.

It was also determined that the high-level setting did not trigger an alarm to notify the operators of the situation.

The SCDA system has been reprogramed with additional set points and alarms to notify the operators of its current operation and levels.

The Colorado Department of Health and the Clear Creek Sheriffs department were notified of the incident a downstream users notification alert was sent out.

CDOT CONTRACTORS CONTINUE WORK IN PARKING LOTS

CDOT contractor is continuing the sewer and storm drain crossing of I-70. They have closed the Eastbound 240 on ramp to work in this area. The ramp will stay closed for a few weeks

In order to complete the crossing of the interstate they will have to reconfigure the lanes several more times.

Once they get the line across the interstate, they will start installing the line heading west to 14th Avenue. Unfortunately, this will mean a large portion on the parking lots along the interstate will not be usable during construction. CDOT says the work will take around 2 months to complete.

CDOT contractor has closed a large portion of the parking lots between 14th and 17th Avenues.

JOHN BORDONI