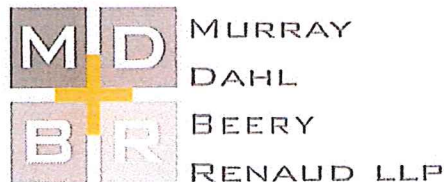




**NOTICE AND AGENDA OF A
WORK SESSION
Idaho Springs City Council
March 22, 2021
5:30 p.m.**

- ❖ **EV Charging Station grant project**
- ❖ **Body Art-Carmen**
- ❖ **City Clerk position and reorganization in administration**

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>



ATTORNEYS AT LAW

TO: Hon. Mayor Hillman and Idaho Springs City Councilors
CC: Andrew Marsh, City Administrator
Diane Breece, City Clerk
FROM: Carmen Beery
DATE: September 15, 2020
RE: Survey of Local Regulation of Body Art Establishments

On August 10, 2020, you adopted a temporary moratorium on the establishment of new body art establishments within the City. The moratorium was prompted in part by the realization that the regulatory criteria for such establishments was changed relatively recently, in 2019, when the City's Land Regulations (Chapter 21 of the City Code) were comprehensively amended. This change was not particularly highlighted for Council's consideration and discussion at that time. This Council determined that it was prudent to examine the current regulatory framework for such establishments to evaluate whether the framework meets the City's current policy goals and directives.

To assist in your discussion of this topic, you requested a survey of how other Colorado communities of similar size regulate body art establishments. This memorandum summarizes the results of our survey.

The following Colorado¹ municipal codes contain no special regulation or treatment of body art establishments:

Akron	Kremmling
Ault	Limon
Columbine Valley	Lyons
Crested Butte	Nederland
Cripple Creek	Olathe
Elizabeth	Palisade
Fraser Frisco	Paonia
Georgetown	Platteville
Gilcrest	Poncha Springs
Hayden	Salida
Hudson	Snowmass Village
Julesburg	Windsor
Keenesburg	Winter Park
Kersey	

¹ Because our survey of Colorado cities and towns turned up so little, we expanded our search to other states. Interestingly, we found this lack of *municipal* regulation to be rather typical. In other states, we found some level of municipal regulation in the City of Minneapolis and Wall Township, New Jersey. Nationwide, municipalities seem to commonly defer regulation of these businesses to state and county health departments and agencies.

We did locate two (2) Colorado municipal codes with special treatment of body art establishments: Edgewater and Englewood. With a population of approximately 5,000, Edgewater is more closely comparable to Idaho Springs in size. For your review and comparison, the portions of both city's code concerning body art establishments are set forth below.

EDGEWATER MUNICIPAL CODE – EXCERPT

ARTICLE 3 - Body Art

Sec. 6-3-10. - Declaration and purpose.

- (a) The protection of the public health, safety and welfare from the dangers of blood-borne pathogens present in the practices and procedures of body art calls for the continual review, implementation and utilization of the scientific developments in safety precautions.
- (b) The purposes of this Article are to:
 - (1) Regulate all body art practices, including but not limited to tattooing and body piercing, that present legitimate health concerns under the same regulations;
 - (2) Allow adults to have control over the decision of whether to have various body art techniques performed upon their own bodies, and the bodies of their minor children, and to assure that body artists are utilizing safe practices and techniques in safe and sanitary environments, so as to minimize any risk of the transmission of blood-borne pathogens; and
 - (3) Delegate to the City Clerk the authority to act quickly to prevent and abate imminent hazards to the public health, welfare or safety, including but not limited to the authority to issue appropriate orders to the body artists and body art establishments, and to summarily suspend operations when reasonably necessary.

Sec. 6-3-20. - Definitions.

As used in this Article, the following terms shall have the following meanings:

Body art means the practice of physical body adornment by establishments and artists utilizing subcutaneous piercing procedures, including but not limited to the techniques of body piercing and tattooing, but excluding ear piercing.

Body art establishment means any permanent building, place, premises or structure, whether private or public, where body art procedures are performed.

Body artist means any person who conducts or practices body art procedures on another living human being.

Body piercing means puncturing or penetration of the skin of a person using needles and the temporary insertion of jewelry or other adornment thereto in the opening, so that the result is the jewelry or adornment can be easily, frequently and reasonably removed by the client without an additional procedure, including but not limited to the piercing of a navel, eyebrow, genitals, lip, nipple, nose or tongue, but not including ear piercing.

Client means the person having the body art procedure performed upon his or her body.

Ear piercing means the procedure or practice of puncturing of the outer perimeter or lobe of the ear using a pre-sterilized single use stud ear piercing system, while following the system's

manufacturer's directions on use and applicable United States Food and Drug Administration requirements.

Equipment means all machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks and all other apparatus and appurtenances used in connection with the operation of a body art establishment.

Instruments means hand pieces, needles, needle bars, needle tubs, forceps, hemostats, tweezers, pliers or other implements that may come in contact with a client's body or possibly be exposed to bodily fluids during body art procedures.

Local manager means the individual who is primarily responsible for the management, operation and control of the licensed body art establishment.

Physician means a person holding a valid license to practice medicine issued by the State Board of Medical Examiners pursuant to the Colorado Medical Practices Act.

Tattoo, tattooed or tattooing means inserting pigment under the surface of the human skin by pricking with a needle, or otherwise, to permanently change the color or appearance of the human skin or to produce a indelible mark or figure visible through the human skin, such as eyeliner, lip color, lip liner, camouflage, stencil designs and freehand designs.

Sec. 6-3-30. - License required.

- (a) It is unlawful for any person to operate a body art establishment, or engage in the provision of body art, without first obtaining a license from the City Clerk.
- (b) It is unlawful for any licensed body artist to perform any body art procedure upon another person, in exchange for anything of value, in a location other than a licensed body art establishment.
- (c) It is unlawful for any body artist to fail to have his or her current license prominently displayed and visible in the licensed body art establishment where he or she performs body art procedures.
- (d) The following individuals are exempt from the licensing requirements of this Article:
 - (1) Physicians.
 - (2) Persons otherwise authorized by the State to perform the specific body art procedure at issue.
 - (3) Individuals who perform ear-piercing procedures only.
 - (4) Persons rendering services under the personal and responsible direction and supervision of a physician.

Sec. 6-3-40. - Application.

Application for a body art establishment license or body artist license shall be made to the City Clerk on forms provided by the City Clerk. Each application shall be accompanied by the license fee as set forth in the fee schedule adopted by the City Council from time to time.

Sec. 6-3-50. - Issuance.

- (a) A license shall only be issued upon verification that the establishment meets all requirements of this Code.
- (b) The licensee shall install the minimum required equipment, personnel and other facilities as indicated in the plans as approved or modified by orders of the Building Official, Fire Department or other official.

- (c) No license shall be issued for a premises licensed for the sale of fermented malt beverages, or the sale of vinous or spirituous liquors, under the provisions of the Colorado Liquor Code or the Colorado Beer Code.
- (d) Each license shall be valid for one (1) year from the date of issuance, unless revoked or suspended by the City Clerk.
- (e) No license shall be transferable.

Sec. 6-3-60. - Reserved.

Sec. 6-3-70. - Inspections; corrective orders.

- (a) The City Clerk or his or her designee may conduct periodic inspections of any body art establishment for the purpose of determining whether or not the establishment and the persons performing body art techniques therein are in compliance with all applicable laws. The City Clerk or his or her designee may enter, inspect, issue citations and, upon obtaining a court order, impound or copy records, and secure any samples, photographs or other evidence from any body art establishment, whether or not said establishment, vehicle or facility has a valid license.
- (b) It is unlawful for any person to willfully interfere with or hinder the City Clerk or his or her designee in the discharge of his or her duties.
- (c) The City Clerk or his or her designee may issue to any body artist or establishment an order to comply with this Article within a specified reasonable time. It is unlawful for any licensee to knowingly fail to obey a lawful order of the City Clerk.

Sec. 6-3-80. - Revocation and suspension.

The City Clerk may revoke or suspend any license for cause, as defined in Section 6-1-20, after providing the licensee notice and an opportunity to be heard. Any revocation or suspension shall be issued in writing, listing the reasons therefor.

Sec. 6-3-90. - Appeal.

Any decision of the City Clerk under this Article may be appealed to the City Council following the procedures outlined in Section 6-1-130.

Sec. 6-3-100. - Records.

Permanent records for each body artist and client shall be maintained by each body art establishment. Such records shall include the client's date of birth, the method by which such date of birth was verified, and a copy of the written consent provided by the parent or guardian when necessary.

Sec. 6-3-110. - Registration of local resident agent.

Each body art establishment shall file a current registration with the City Clerk, designating an authorized local resident agent who is at least twenty-one (21) years of age and resides or has an office within the City, for receipt of legal notices of violations and receiving service of process. Whenever such local agent is changed or the address of the local agent is changed, the licensee shall, within five (5) days, register the new local agent or the new address with the City Clerk.

Sec. 6-3-120. - Prohibitions.

It is unlawful for any person to perform any body art procedure upon another person who is:

- (1) Visibly intoxicated or under the influence of a controlled substance; or
- (2) Under the age of eighteen (18) without prior written consent of a parent or guardian, signed in the presence of the body artist performing the procedure. It is the responsibility of both the body artist and the body art establishment to verify the age of all clients by valid picture identification prior to any procedure being performed.

ENGLEWOOD MUNICIPAL CODE – EXCERPT

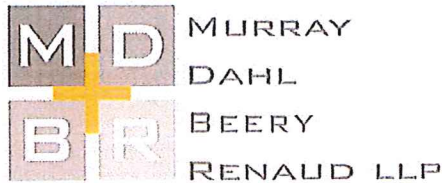
[In addition to the general Business License requirements, "tattoo establishments" must meet the following requirements]

5-24-4: - Special License Requirements.

In addition to all other provisions of this Title, the following special requirements apply to this license:

- A. License holders are required to operate in accordance with applicable City laws and state statutes as administered by the Tri-County Health Department.
- B. The premises must be maintained in clean and sanitary manner at all times.
- C. All equipment used for tattooing must be sanitized immediately before and after use.
- D. A single disposable needle must be used for each customer. The needle must be disposed of immediately after use.
- E. Inks used for one customer shall be disposed of immediately after use, and may not be used for another customer.
- F. The license holder must explain and provide each customer with written instructions regarding the aftercare of tattoos.
- G. License holders may perform tattooing only at the location specified by the license.
- H. License holder shall at all times have comprehensive general liability insurance with a minimum combined single limit of liability for bodily injury and property damage of one million dollars (\$1,000,000.00) per occurrence and in the aggregate.
- I. License holder shall not allow anyone to perform tattooing on anyone who is under the age of eighteen (18).
- J. License holder shall not allow anyone to perform tattooing on anyone who is under the influence of alcohol or drugs.

- K. Tattoo establishment licenses are not transferable to another person or location.
- L. All persons performing tattooing must be over the age of eighteen (18).
- M. No person shall perform tattooing while under the influence of drugs or alcohol.
- N. All persons performing tattooing must be supervised by the license holder.



ATTORNEYS AT LAW

TO: Hon. Mayor Hillman and Idaho Springs City Councilors
CC: Andrew Marsh, City Administrator
Diane Breece, City Clerk
FROM: Carmen Beery
DATE: February 16, 2021
RE: Body Art Establishments: Revisit Local Regulation Discussion

Prior Discussion and Action:

- August 10, 2020 – Council adopted a 9-month moratorium on the establishment of new body art establishments within the City. (Moratorium expiration = May 10, 2021)

Moratorium instituted to allow Council the time to evaluate: (1) whether these businesses should continue to be uses “by right” in Commercial districts or convert back to Conditional Uses only; and (2) if the City should have special licensing requirements for these businesses, to ensure safety, sanitation, qualifications of employees, etc.

Until 2019, such businesses were authorized only by Conditional Use permit. The City has never had special licensing requirements for body art establishments.

- Fall of 2020 – Council requested a survey of how other Colorado municipalities of similar size regulate body art establishments. The results of that survey are once again attached to this memo. The vast majority of Colorado cities and towns do not have any special licensing requirements for body art establishments.

Council directed Staff to bring the issue back again in early 2021.

Policy Discussion Points – Options:

- 1) Leave everything as-is: Body Art Establishments are a use by right in Commercial zone districts + no special licensing requirements.
- 2) Leave Zoning as-is; adopt a new Body Art Establishment licensing scheme (2 examples are provided in the attached survey results)
- 3) Change Zoning back to Conditional Use; no special licensing requirements.
- 4) Change Zoning back to Conditional Use; adopt a new Body Art Establishment licensing scheme.

Staff appreciates your discussion and direction on the above. If a Code change is necessary based on your direction, an ordinance could be realistically prepared to become effective prior to the expiration of the current moratorium.

CITY OF IDAHO SPRINGS

CITY CLERK REFERENCES IN STATE STATUTES (C.R.S.) – TITLES 24, 29 AND 31

TITLE 31. GOVERNMENT – MUNICIPAL

*Where "Description" column is blank –statutes do not mention the "Clerk"

Article/Part	C.R.S. Section	Description
Article 1. General Provisions and Classification Part 1 General Provisions	§ 31-1-101. Definitions	(3) "City clerk," "clerk," or "town clerk" means the clerk of the municipality who is the custodian of the official records of the municipality or any person delegated by the clerk to exercise any of his powers, duties, or functions.
Article 2. Formation and Reorganization Part 1 Incorporation	§ 31-2-109. Assessment - taxes - collection	When any municipality incorporates under the provisions of this title...the clerk of such city or town shall certify assessments approved by the governing body in order to proceed to levy taxes for the fiscal year.
Part 2 Municipal Home Rule	§§ 31-2-201, et seq.	
Part 3 Reorganization of Cities and Towns Formed Under Prior Law	§§ 31-2-301, et seq.	
Part 4 Change of Name	§ 31-2-402. Name filed with secretary of state	Proposed name to be given to such city or town (after filing of petition) shall be filed by the clerk in the office of the secretary of state
Article 3. Discontinuance of Incorporation Part 1. Discontinuance – Cities and Towns	§§ 31-3-101, et seq.	
Part 2. Abandonment - Towns	§§ 31-3-201, et seq.	
Article 4. Organizational Structure and Officers Part 1. Organizational Structure and Officers of Statutory Cities	§ 31-4-107. Appointment of officers – terms § 31-4-110. City clerk – duties – city seal	The city clerk shall keep a record of the proceedings, in such form as determined by the city council,... (1) The city clerk shall have custody of all the laws and ordinances of city council, keep regular record of proceedings, shall perform such other duties as may be required by statute or by city ordinances.
Part 2. Organizational Structure – Cities – City Manager Form	§ 31-4-215. Administrative plan	(1) ...the city clerk shall keep and supervise all accounts and have custody of all public moneys of the city; apportion and collect special assessments; issue licenses; collect license fees; make/keep journal of proceedings of city council; have custody of public records of the city; and perform such other duties pertaining to such offices as are by ordinance required or assigned by the city manager.
Part 3. Organizational Structure and Officers of Statutory Towns	§ 31-4-305	Clerk shall attend all BOT meetings; make record of all proceedings, rules, ordinances made/passed by BOT
Part 4. Requirements and Compensation of Officers	§§ 31-4-401, et seq.	

Article/Part	C.R.S. Section	Description
Part 5. Officers' Recall	§ 31-4-502. Procedure – petition – signatures § 31-4-503. Petition in sections – signing – affidavit – review – tampering with petition § 31-4-504. Resignation – vacancy filled – election – ballot – nomination § 31-4-507. Powers of clerk and deputy	(1)(c) The clerk shall approve or disapprove a petition as to form and shall mail written notice of clerk's action to officer sought to be recalled. (3)(a) ...clerk shall issue a written determination that recall petition is sufficient or not sufficient and mail a copy of such written determination to officer sought to be recalled and to committee (3)(b) ...clerk shall mail copy of such protest (filed by registered elector) to the officer named in petition, to committee named and to county clerk and recorder (3)(c) ...clerk shall issue written determination that such refiled [recall] petition is sufficient or not sufficient within 4 business days after petition filed. (4) ...clerk shall submit petition deemed sufficient, together with certificate to governing body of municipality (2) At least 10 days before recall election, clerk shall give notice of election (5)(a) Clerk shall make applications for absentee ballots available no later than 24 hours after recall election date set (1) ...clerk shall render all interpretations and all initial decisions as to controversies or other matters arising in the operation of this article.
Article 10 Municipal Election Code Part 1. Definitions and General Provisions	§ 31-10-102.8. Active military or overseas voters – timely mailing, casting, and receipt of ballot – definition § 31-10-104. Powers of clerk and deputy	(2)(a) Clerk shall mail a ballot/ballot materials to active military or overseas voter 45 days before election (b) Clerk shall mail a ballot/ballot materials to active military or overseas voter as soon as practicable after ballot certification (1) Clerk shall render all interpretations/make all initial decisions as to controversies or other matters arising in operation of this article
Part 2. Qualifications and Registration of Electors	§ 31-10-204. Municipal clerk as deputy county clerk and recorder § 31-10-206. Delivery and custody of registration book or list § 31-10-207. Questions answered by elector	Each clerk shall serve as a deputy county clerk and recorder for purposes of registration only and shall register any qualified elector and shall deliver new registration records to county clerk's office. (1) Clerk shall attach to each registration book or list his certificate stating book or list contains registration records of all registered electors. It is the duty of the clerk to ask each person making application for registration the matters contained in section 1-2-204, C.R.S.
Part 3. Nominations	§ 31-10-302. Nomination of municipal officers § 31-10-305. Objections to nominations	(1) Shall supply nomination forms to candidates (4) Clerk shall inspect timely filed nomination petitions (7) Shall cause all nomination petitions to be preserved for two years Determine conformity of nomination petitions; shall decide objections to same within 48 hours after objection filed

Article/Part	C.R.S. Section	Description
Part 4. Judges	§ 31-10-401. Appointment of election judges	Shall make and file a list of all persons appointed as election judges
	§ 31-10-402. Number of judges	If authorized pursuant to sec. 31-10-401 shall appoint at least 3 judges for each precinct (and additional judges as necessary)
	§ 31-10-403. Certificates of appointment	Shall issue and certify certificates of appointment to judges/shall mail one certificate to each person appointed
	§ 31-10-404. Acceptances	Shall include form of acceptance of appointment with certificate
	§ 31-10-405. Vacancies	Shall forthwith appoint another qualified person to serve in place of person who refuses, fails, or is unable to serve
Part 5. Notice and Preparation for Elections	§ 31-10-501. Clerk to give notice	(1) At least 10 days prior to election give notice of election (2) Publish notice of election (3) Post notice of election at polling places
	§ 31-10-502. Establishing precincts and polling places	(1)(a) Cooperate with county clerk & recorder to establish precincts and polling places (2)(b) Report all changes in precinct or ward boundaries and municipal boundaries to county clerk & recorder and transmit corrected map after changes effected
	§ 31-10-507. Election may be cancelled – when	If instructed by resolution/governing body, shall cancel election and declare candidates elected if there are not more candidates than offices to be filled at such election
Part 6. Conduct of Elections	§ 31-10-602. Watchers at municipal elections	Prepare/provide forms appointing election watcher (as certified by candidate)
	§ 31-10-611. Tally sheets	Prepare election tally sheets
	§ 31-10-614. Delivery of election returns, ballot boxes, and other election papers	Give receipt for election certificate and statement, ballot boxes/keys, registration list, pollbooks, tally sheets, etc.
	§ 31-10-616. Preservation of ballots and election records	(1) Destroy election ballots (after time expired for which ballots would be needed in any contest); shall preserve ballots in secure manner (2) Shall preserve all other official election records/forms for at least 6 months following a regular or special election
Part 7. Voting Machines	§ 31-10-703. Sample ballots, ballot labels, and cards of instruction	(1) Provide at least 2 sample ballots for each precinct/deliver to election judges (2) Prepare/place on each voting machine a set of official ballot labels as prescribed for election ballot to be used on voting machines; shall deliver required number of voting machines, with official ballot to each precinct (3) Supply cards of instruction for voter guidance in casting their ballots on voting machines

Article/Part	C.R.S. Section	Description
	§ 31-10-707. Clerk to supply seals for voting machines	Shall supply each precinct with seal for each voting machine for the purpose of sealing machine after polls are closed
Part 8. Electronic System	§ 31-10-802. Sample ballots	Clerk shall provide that at least 2 sample ballots to each precinct are delivered to judges/posted in polling place on election day
	§ 31-10-804. Preparation for use – electronic voting	(1) Prior to election which electronic voting system is used clerk shall have vote recorders or punching devices (or both) prepared for voting; shall inspect/determine that each device is in working order and cause sufficient number of recorders/devices to be delivered to each precinct (2) Shall supply each precinct using vote recorders or voting devices with sufficient number of ballot cards, sample ballots, ballot boxes, write-in ballots and other supplies/forms as required
	§ 31-10-806. Ballots	Shall provide sufficient ballots for every municipal election
	§ 31-10-807. Distribution of ballots	Shall distribute to election judges in respective precincts a sufficient number of ballots; shall keep record of the time when and manner in which each sealed ballot packages was sent and delivered
	§ 31-10-808. Cards of instruction	Furnish to judges of each precinct a sufficient number of instructions cards for the guidance of voters in preparing their ballots
	§ 31-10-809. Close of polls – count and seals in electronic voting	Provide numbered seal for sealed transfer box (to prevent tampering with ballot return)
	§ 31-10-810. Electronic vote counting – test	(1) Shall have electronic ballot counting equipment tested and make any additional test as deemed necessary (2) Shall vote and retain at least 100 test ballots, observe tabulation of all test ballots by means of electronic counting equipment, compare such tabulation with previously test vote counts (3) Be the custodian of the box containing test materials
Part 9. Paper Ballots	§ 31-10-811. Electronic vote counting – procedure	(1) Direct proceedings at counting center (2) Certify added write-in votes as printed by electronic vote tabulating equipment; may from time to time release unofficial returns (4) When impracticable to count all or part of the ballots with electronic vote tabulating equipment, may direct they be counted manually (5) Responsible for receiving, opening, and preserving the transfer boxes and their contents and also provide adequate personnel and facilities to assure accurate/complete election results
	§ 31-10-901. Ballot boxes	Keep ballot boxes and keys/deliver same to judges within one day before election
	§ 31-10-902. Ballots	(1) Provide printed paper ballots for every election (at least 10 days before election) (2) Names on ballot shall be arranged by lot as prescribed by the clerk

Article/Part	C.R.S. Section	Description
	§ 31-10-904. Printing and distribution of ballots	Print and distribute to election judges in precincts a sufficient number of ballots; keep a record of the time when/manner in which each sealed ballot package was sent and delivered
	§ 31-10-905. Substitute ballots	Cause other ballots to be prepared with the word "substitute" printed if delivered ballots are destroyed or stolen
	§ 31-10-906. Cards of instruction	(1) Supply cards of instruction to judges for the guidance of voters in preparing their ballots
	§ 31-10-908. Mail ballot elections – preelection process	If election conducted by mail ballot, shall supervise, distribute, handle, count ballots in addition to the survey of returns and take all necessary steps to protect confidentiality of ballots cast
	§ 31-10-910. Procedures for conducting mail ballot election	(2)(a) Mail to each active eligible elector a mail ballot no sooner than 22 days before election and no later than 15 days before election (2)(e)(i) keep record of each ballot issued together with a list of each ballot obtained (3)(b) Designate and supervise ballot depository
Part 10. Absentee Voting	§ 31-10-910.3. Verification of signatures – signature verification devices – procedures – training – definitions	(1)(b) May allow election judge to use signature verification device to compare self-affirmation signatures (5)(c)(i) Within 3 days after signature deficiency confirmed, send to elector a letter explaining signature discrepancy with form for elector to confirm elector returned a ballot to clerk (7) Provide training in techniques/standards of signature comparison to election judges who compare signatures
	§ 31-10-1002. Application for absentee voter's ballot – permanent absentee voter status – ballot delivery – list of absentee voters	(2) Ascertain after application for absentee voter's ballot received whether or not applicant is registered and entitled to vote shall deliver an identification return envelope with the affidavit thereon and an instruction card (2.3) Keep list of names of eligible electors who have applied for absentee ballots and, if applicable, permanent absentee voters (2.5)(b) Process applications for permanent absentee voter status in the same manner as applications for absentee voter's ballot; shall place eligible elector's name on list maintained by municipality (3) Shall record elector's name, precinct number, ballot stub number, date ballot mailed before mailing/delivering absentee voter's ballot
	§ 31-10-1004. Manner of absentee voting by paper ballots	(2) Shall write or stamp on envelope containing absent voter's ballot the date and hour received and if ballot was delivered in person, the name/address of person delivering same; safely keep and preserve all absent voter's ballots unopened until delivered to judges
	§ 31-10-1005. Absent voters' voting machines – electronic voting systems	(1) Shall supervise the casting and counting of absent voters' ballots on voting machines (2) Shall supervise the casting and counting of absent voters' ballots using electronic voting system

Article/Part	C.R.S. Section	Description
	§ 31-10-1006. Delivery to judges	Deliver to judges of one of the precincts all absent voters' envelopes received up to 8:30 a.m. on election day, in sealed packages with receipt and list of absent voters and shall continue to deliver any envelopes up to and including 7:00 p.m. and shall deliver to one of the judges written instructions for counting ballots
	§ 31-10-1010. Emergency absentee voting - definition	(1)(a) Deliver emergency absent voter's ballot as requested to any authorized representative of the voter (2) Provide any voter unable to go to the polls an absent voter's ballot with the word "EMERGENCY" stamped on the stub (3) After voter marks his ballot, clerk shall verify voter's name on the return envelope with that which appears on precinct record and deliver envelope to judges
Part 11. Challenge of Voters	§ 31-10-1103. Challenge to be made by written oath	Clerk shall deliver all challenges and oaths to the district attorney for investigation and appropriate action
Part 12. Canvass of Votes	§ 31-10-1201. Returns – canvass	Shall request assistance of mayor in conducting canvass of votes; or shall appoint a municipal judge, member of election commission, or qualified person to be election judge; in the presence of the assistance shall open the returns and make out abstracts of votes for each office
	§ 31-10-1205. Statement – certificates of election	(1) Shall immediately make out statements from abstract of votes showing candidate names, number of votes given to each; shall certify such statement to be correct and determine which persons have been elected by greatest number of votes (2) Shall record each certified statement/determination and transmit certificate of election to each person elected; shall cause copy of certified statement to be published and file a copy with the division of local government
	§ 31-10-1207. Recount	(1) Shall conduct recount if the difference between highest number of votes cast and next highest number of votes cast is less than or equal to one-half of one percent of highest number of votes cast; give notice (by certified mail) of recount to all candidates or to any petition representatives if ballot issue (2) Shall give notice of recount, determine cost of recount, notify interested party that requested recount of such costs, and collect cost of conducting recount from such interested party (3) Responsible for conducting recount; may appoint additional qualified persons as assistants (4) May require production of any documentary evidence regarding legality of any vote cast or counted; may correct the survey of returns in accordance with clerk's findings (6) After recount conducted, shall notify governing body of results, make a certificate of election for each candidate and deliver same to candidate
Part 13. Contests	§ 31-10-1301, et seq.	
Part 14. Other Judicial Proceedings	§ 31-10-1402	(1) Shall on his own motion, correct any error in publication or sample or official ballots without delay which can be corrected without interfering with timely distribution of ballots
Part 15. Election Offenses	§ 31-10-1501, et seq.	

Article/Part	C.R.S. Section	Description
Article 11 Municipal Initiatives, Referenda, and Referred Measures	§ 31-11-105. Ordinances – when effective – referendum	(3) Declare whether referendum petition is sufficient or not sufficient
	§ 31-11-106. Form of petition sections	(1) Approve or reject the form and 1st printer's proof of petition section; assure that petition section contains only those elements required in Article 11 (no extraneous material); may reject petition or section if does not propose municipal legislation (3)(b) Prepare true and impartial summary of proposed initiative or ordinance that is subject of referendum petition
	§ 31-11-109. Signature verification – statement of sufficiency	(1) Shall inspect timely filed initiative or referendum petitions and attached affidavits (2) Shall issue a statement as to whether sufficient number of valid signatures have been submitted and mail copy of statement to the persons representing the petition proponents (within 30 days)
	§ 31-11-110. Protest	(1) Mail copy of protest to persons designated as representing the petition proponents and to the protestor with a notice of hearing such protest not less than 5 or more than 10 days after such notice is mailed (3) Serve as hearing officer at protest hearing
	§ 31-11-118. Powers of clerk and deputy	(1) Shall render all interpretations and make all initial decisions as to controversies or other matters arising in the operation of this article
Article 12. Municipal Annexation Act of 1965		
Part 1. Municipal Annexation Act of 1965	§ 31-12-107. Petitions for annexation and for annexation elections	(1)(f) Shall refer petition to governing body as a communication; take appropriate steps to determine if filed petition is substantially in compliance (with this subsection (1))
	§ 31-12-108. Setting hearing date – notice given	(2) Shall give notice of hearing (as to annexation) to governing body, board of county commissioners, county attorney and to any special district or school district at least 25 days prior to hearing
Part 2. Annexation of Adjacent Area Upon Reorganization	§ 31-12-201, et seq.	
Part 3. Dissolution and Annexation (Special Charters)	§ 31-12-306. Notice of election	Give notice of submission of question at a regular or special election stating substance of proposition as submitted by the ordinance (question of dissolution and annexation); shall forthwith file with district court clerk a certified copy of the notice
	§ 31-12-308. Report – approval by court	(1) Following canvass and certification of election results, shall forthwith prepare a report containing copy of ordinance under which question was submitted and of certified statement/result of vote and file report with district court clerk
Part 4. Consolidation and Annexation – Statutory Cities and Towns	§ 31-12-401, et seq.	
Part 5. Disconnection by Ordinance	§ 31-12-501. Application – enactment – filing – definitions	(4) File 2 copies of disconnection ordinance with county clerk and recorder

Article/Part	C.R.S. Section	Description
Part 6. Disconnection by Court Decree – Statutory Cities	§ 31-12-601, et seq.	
Part 7. Disconnection by Court Decree – Statutory Towns	§ 31-12-701, et seq.	
Article 15. Exercise of Municipal Powers		
Part 1. Vesting of Corporate Powers	§ 31-15-101, et seq.	
Part 2. General Administrative Powers	§ 31-15-201	
Part 3. General Financial Powers	§ 31-15-301 and 302	
Part 4. Police Regulations	§ 31-15-401, et seq.	
Part 5. Regulation of Businesses	§ 31-15-501	
Part 6. Building and Fire Regulations	§ 31-15-601 and 602	
Part 7. Public Property and Improvements	§ 31-15-704. Collection of assessments	When the cost of any improvement...is assessed against the owners of adjacent or abutting property and said assessment is not paid within 30 days, the clerk shall certify assessment to the treasurer of the county
Part 8. Long-Term Rentals and Leaseholds	§ 31-15-801, et seq.	
Part 9. Miscellaneous Powers	§ 31-15-901, et seq.	
Part 10. Solid Waste-to-Energy Incineration Systems	§ 31-15-1001, et seq.	
Part 11. Mobile Home Parks	§ 31-15-1101, et seq.	
Article 16. Ordinances – Penalties		
Part 1. Procedure for Adoption	§ 31-16-105. Record and publication of ordinances	Authenticate all ordinances after adoption and record in a book kept for that purpose
Part 2. Ordinance Codes Adopted by Reference	§ 31-16-206. Filing of public record – sale of copies	Certify (and the mayor) as true copies each primary code adopted by reference and each secondary code pertaining thereto; maintain at all times a reasonable supply of copies of primary code available for purchase
	§ 31-16-208. Use as evidence	Certify copies of such codes in published form (published compilation of statutes, ordinances, rules, regulations, or standards adopted by federal gov't or Colorado)
Article 20. Taxation and Finance		
Part 1. Taxation and Assessment Collection	§ 31-20-101, et seq.	
Part 2. Finance – General	§ 31-20-202. Publication – penalty	(2) Shall cause to be published proceedings related to payment of bills, to whom paid, etc. and publish statement re: contracts awarded (shall furnish copy of such proceedings for publication)

Article/Part	C.R.S. Section	Description
Part 3. Finance – Treasurer	§ 31-20-304. Reports – annual account – publication	Publish or post (if newspaper isn't available) the treasurer's full and detailed account of all receipts and expenditures of the city or town as shown by his books up to the time of said report
	§ 31-20-305. Collector to keep warrants – books – pay over weekly – receipt	Give such collector a copy of any such receipt filed to collector for all moneys collected by him
	§ 31-20-306. Collector to report – annual statement – publication	Publish or post collector's written report of all moneys collected by him, account whereon collected, etc.
Part 4. Finance – Warrants	§ 31-20-401. Warrants signed – countersigned – fund	Countersign all warrants
Article 21. Bonds		
Part 1. Funding – Floating Debt	§ 31-20-101, et seq.	
Part 2. Refunding Bonded Indebtedness	§ 31-20-212. Registration of refunding bonds	As directed by the governing body shall register issued bonds in a book, noting principal amount, date of issuance/maturity, interest rate
	§ 31-20-213. Redemption of refunding bonds prior to maturity - procedures	(1) If governing body has authorized redemption of refunding bonds, clerk shall cause notice to be given of such action by publication
Part 3. Payments of Matured Special Assessment	§ 31-21-301, et seq.	
Part 4. Payment by Tax Levy on Petition of Electors	§ 31-21-401, et seq.	
Article 23. Planning and Zoning		
Part 1. Plats of Cities and Towns	§ 31-23-101, et seq.	
Part 2. Planning Commission	§ 31-23-220. Reservation for future acquisition	(1)(b) Shall transmit one attested copy of plats [of area or district surveyed showing the land which is recommended to be reserved for future acquisition for public streets] approved/adopted by the governing body to county clerk & recorder (2)(b) Shall transmit one attested copy of any plat that has been modified by the governing body to county clerk & recorder which plat shall replace the original plat
	§ 31-23-221. Compensation for reservations	(1) Publish notice containing description of reserved land as shown on plat, provisions of resolution, time within which claims for compensation may be filed, time/place for hearings by board of appraisers (2) Transmit to board of appraisers any claim for compensation as fixed by board of appraisers

Article/Part	C.R.S. Section	Description
	§ 31-23-222. Report of appraisers – action by the governing body	(1) Publish notice the report as filed by the board of appraisers which notice shall contain the time period when objections to the report may be filed with the clerk; if objections are filed clerk shall cause board of appraisers to hold a meeting (2) Notify claimants of compensation due them as set forth in appraisers report
	§ 31-23-223. Appeal from awards	File with district court clerk notice of appeal filed by any person dissatisfied with award of compensation
Part 3. Zoning	§ 31-23-301, et seq.	
Article 25. Public Improvements		
Part 1. Urban Renewal	§ 31-25-104. Urban renewal authority	(1)(a) Give notice of time, place, purpose of public hearing after petition filed by registered electors stating there is a need for an authority (10 days before hearing)
Part 2. Parks – Cities	§ 31-25-201, et seq.	
Part 3. Parks – Towns	§ 31-25-301, et seq.	
Part 4. Public Mall Act of 1970	§ 31-25-401, et seq.	
Part 5. Special Improvement Districts in Municipalities	§ 31-25-503. What improvements may be made – conditions	(4) Give notice of hearing on construction of improvements (at least 20 days before hearing) which shall set forth info stated in (a)-(i)
	§ 31-25-520. Notice of hearing on assessments	(1) Give notice that assessment roll has been completed, and of a hearing regarding same (at least 15 days before the hearing)
	§ 31-25-522. Assessment of lien – filing with county clerk and recorder – corrections	(2) File with county clerk & recorder copies of assessing ordinance after final adoption as well as with county treasurer and assessor
	§ 31-25-523. Assessment roll	Prepare a local assessment roll in book for with columns showing each piece of land assessed, total amount, installment amount of principal/interest, date due and deliver certified assessment roll to municipal treasurer for collection
	§ 31-25-524. Payment – assessment roll returned	Certify assessment roll under municipal seal and deliver same to county treasurer
	§ 31-25-534.5. Issuing refunding bonds	(5)(b)(II) Cause published notice of pendency of proposed amendment to ordinance imposing assessment with a summary of the terms of the amendment
Part 6. Improvement Districts in Municipalities (1949 Act)	§ 31-25-606. Notice of hearing § 31-25-608. Recording of ordinance	(1) Publish notice of the pendency of the petition [of petition to organize a public improvement district] and mail copy of said notice to each elector of the district Transmit copy of ordinance establishing district to county clerk & recorder for recording
Part 7. Cemeteries	§ 31-25-701, et seq.	

Article/Part	C.R.S. Section	Description
Part 8. Downtown Development Authorities	§ 31-25-801, et seq.	
Part 9. Establishment of Public Authorities by Municipalities – Energy Resources	§ 31-25-901, et seq.	
Part 10. [Repealed] Funding Deficiencies		
Part 11. Foreclosure Proceedings	§ 31-25-1101, et seq.	
Part 12. Business Improvement Districts	§ 31-25-1206. Notice of hearing § 31-25-1209. Board of directors – duties § 31-25-1220. Inclusion or exclusion – petition – notice – hearing	Publish notice of pendency of petition to organize business improvement district and mail copy of notice to each property owner within the service area of same Shall be ex officio secretary of the board of the [business improvement district] (1) Cause notice of filing of petition for inclusion or exclusion of property
Part 13. Public Improvement – Municipal Contracts	§ 31-25-1301, et seq.	
Article 30. Fire – Police		
Part 1. Fire, Police, or Street Department – Paid – Civil Service	§ 31-30-101, et seq.	
Part 2. Firefighters' Civil Service	§ 31-30-201, et seq.	
Part 3. [Repealed] Pension – Police - General	§ 31-30-301, et seq.	
Part 4. [Repealed] Pension – Firefighters' – General	§ 31-30-401, et seq.	
Part 5. [Repealed] Firefighters' Pensions – Cities of Over 100,000	§ 31-30-501, et seq.	
Part 6. [Repealed] Policemen's Pensions – Cities of Over 100,000	§ 31-30-601, et seq.	
Part 7. [Repealed] Pension Funds – Investment – Personnel Insurance	§ 31-30-701, et seq.	
Part 8. [Repealed] Policemen's and Firefighters' Pension Reform Law	§ 31-30-801, et seq.	

Article/Part	C.R.S. Section	Description
Part 9. [Repealed] Policemen's and Firefighters' Pension Reform Commission	§ 31-30-901, et seq.	
Part 10. [Repealed] Members' Benefits	§ 31-30-1001, et seq.	
Part 11. Volunteer Firefighter Pension Act	§ 31-30-1101, et seq.	
Part 12. Volunteer Service Award Act	§ 31-30-1201, et seq.	
Part 13. Volunteer Health Insurance Act	§ 31-30-1301, et seq.	
Article 30.5. Fire – Police – Old Hire Pension Plans		
Part 1. General Provisions	§ 31-30.5-101, et seq.	
Part 2. Administration	§ 31-30.5-201, et seq.	
Part 3. Funding – State-Assisted Plans	§ 31-30.5-301, et seq.	
Part 4. Funding – Nonstate Assisted Plans	§ 31-30.5-401, et seq.	
Part 5. Investments – Insurance	§ 31-30.5-501, et seq.	
Part 6. Retirement Benefits	§ 31-30.5-601, et seq.	
Part 7. Disability and Survivor Benefits	§ 31-30.5-701, et seq.	
Part 8. Exempt Plans	§ 31-30.5-801, et seq.	
Article 31. Fire – Police – New Hire Pension Plans		
Part 1. General Provisions	§ 31-31-101, et seq.	
Part 2. Administration	§ 31-31-201, et seq.	
Part 3. Fire and Police Members' Benefit Fund	§ 31-31-301, et seq.	
Part 4. Statewide Defined Benefit Plan	§ 31-31-401, et seq.	
Part 5. Statewide Money Purchase Plan	§ 31-31-501, et seq.	
Part 6. Withdrawn Local Alternative Pension Plan	§ 31-31-601, et seq.	
Part 7. Affiliation of Plans with the Association	§ 31-31-701, et seq.	

Article/Part	C.R.S. Section	Description
Part 8. Disability and Survivor Benefits	§ 31-31-801, et seq. [§ 31-31-803.5. Supplemental disability benefit program. (Repealed)]	
Part 9. Supplemental Programs	§ 31-31-901, et seq.	
Part 10. Police Officers' and Firefighters' Pension Reform Commission	§ 31-31-1001, et seq.	
Part 11. Alternatives for Money Purchase Plan Members	§ 31-31-1101, et seq.	
Part 12. Ensuring Proper Payments	§ 31-31-1201, et seq.	
Article 32. Utilities		
Part 1. Public Utilities – Franchises	§ 31-32-101, et seq.	
Part 2. Financing Acquisition of Utilities	§ 31-32-201, et seq.	
Article 35. Water and Sewage		
Part 1. Water Rights and Works – General	§ 31-35-104. First election of trustees	Conduct special election of board of trustees [if petition presented to mayor by at least 100 electors of proposal to be included within the jurisdiction of such board of trustees]
	§ 31-35-106. Regular election of trustees	Shall conduct regular election of trustees
	§ 31-35-111. Election	Conduct election for board of trustees
Part 2. Leasing Water Rights – Cities Over 200,000	§ 31-35-201, et seq.	
Part 3. Water Mains and Other Improvements – Cities and Towns	§ 31-35-301, et seq.	
Part 4. Sewer and Water Systems	§ 31-35-401, et seq.	
Part 5. Municipal Water and Sewer Boards	§ 31-35-501, et seq.	
Part 6. Sewer Connections – Compulsory	§ 31-35-601, et seq.	
Part 7. Sewer Rates – Area Outside Cities or Towns	§ 31-35-708. Nonpayment – penalty – lien	Certify to board of county commissioners, sewer rates and charges due and unpaid [as contained in ordinance]

TITLE 24. GOVERNMENT – STATE

Article/Part	C.R.S. Section	Description
Article 6. Colorado Sunshine Law – Administration		
Part 1. General Provisions	§ 24-6-101 and 102	
Part 2 – Public Official Disclosure Law	§ 24-6-201, et seq.	
Part 3 – Regulation of Lobbyists	§ 24-6-301, et seq.	
Part 4. Open Meetings Law	§ 24-6-402. Meetings – open to public – legislative declaration - definitions	(7) ...clerk of each local public body shall maintain a list of persons who, within the previous 2 years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings...
Article 72. Public (Open) Records		
Part 1. Restoration and Evidence	§ 24-72-100.1, et seq.	
Part 2. Inspection, Copying, or Photographing	§ 24-72-200.1, et seq.	
Part 3. Criminal Justice Records	§ 24-72-301, et seq.	
Part 4. Judicial Disciplinary Hearings	§ 24-72-401 and 402	
Part 5. Creation of Privacy Policies by Governmental Entities	§ 24-72-501 and 502	
Part 6. Limits on Government Access to Personal Medical Information	§ 24-72-601, et seq.	
Part 7. Criminal Justice Record Sealing	§ 24-72-701, et seq.	

TITLE 29. GOVERNMENT – LOCAL

Article/Part	C.R.S. Section	Description
Article 1. Budget and Services		
Part 1. Local Government Budget Law of Colorado	§ 29-1-101, et seq.	
Part 2. Intergovernmental Relationships	§ 29-1-201, et seq.	
Part 3. Annual Levy – Increase or Reduction – Limitation	§ 29-1-301, et seq.	
Part 4. Associations of Political Subdivisions	§ 29-1-401, et seq.	
Part 5. Local Government Uniform Accounting Law	§ 29-1-501, et seq.	
Part 6. Local Government Audit Law	§ 29-1-601, et seq.	
Part 7. Construction Bidding for State-Funded Local Projects	§ 29-1-701, et seq.	
Part 8. Land Development Charges	§ 29-1-801, et seq.	
Part 9. Local Government-Financed Entity	§ 29-1-901 and 902	
Part 10. Limitations on Sources of Revenue	§ 29-1-1001 and 1002	
Part 11. Local Government Delinquency Charges	§ 29-1-1101 and 1102	
Part 12. Prohibition of Local Limits on the Frequency of Religious Meetings in Homes	§ 29-1-1201, et seq.	
Part 13. Federal Funds Received by Local Governments	§ 29-1-1301	
Part 14. Authority of Local Government to Enact Minimum Wage	§ 29-1-1401	

City of Idaho Springs
Job Description

POSITION TITLE: City Clerk
DEPARTMENT: Administrative

POSITION SUMMARY

The City Clerk is elected by the voters at large to a four year term with no term limits. The City Clerk provides the direct link between the citizens and their government. The City Clerk has been given the guardianship of the most fundamental tools of our democratic government; they are the recorders of the action of our legislative bodies, custodians of the documents of government, administrators of our free and open elections, and receiver of the citizen's requests.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Attend all scheduled meetings of the City Council and serve as recording secretary. Attend all scheduled City Council work sessions.
2. Promptly prepare minutes of all City Council meetings and present for City Council approval at the next regular meeting.
3. Maintain a working knowledge of the City's Municipal Code and all sections of the State Statutes having an impact on the duties of the City Clerk, including, but not limited to, the Municipal Election Code, the Colorado Beer Code, the Colorado Liquor Code and the Colorado Medical Marijuana and the Colorado Retail Marijuana Code.
4. Prepare and issue all licenses issued by the City when required by the Municipal Code, keep a complete and accurate record of the name of each licensee, the amount paid for the license, the purpose and length of time for which the license was issued and the expiration date thereof. Present for Council approval when required.
5. Attend all scheduled meetings of the local Liquor & Marijuana Licensing Authority and serve as secretary thereto; distribute and review all license applications for completeness; refer license applications to the Chief of Police and City Attorney for statutory compliance review prior to consideration by the Authority.
6. Prepare as necessary applications for public hearing when applicable.
7. Accept changes of corporate structure, changes of trade name or corporate name, manager registrations and requests for modification of licensed premises; schedule consideration by the Authority.
8. Prepare resolutions and ordinances as required; coordinate with City Attorney when appropriate.
9. Update copies of City's Municipal Code when ordinance adoption requires and codify ordinances annually or more often when necessary.
10. Accept and process applications for license renewal for liquor, medical and retail marijuana and applications for special event permits that require liquor approval; promptly report all actions taken to the City Council.
11. Serve as primary staff support to Variance Board, Planning Commission and HPRC; act as recording secretary for each; schedule meetings, prepare agendas, prepare and distribute packets, post notices.
12. Supervise the Administrative Utility and Court Clerks.

City of Idaho Springs

Job Description

13. Accept and process applications for Public Events on City-owned property; promptly report all actions taken to the City Council.
14. Maintain the City's fee schedule; recommend changes to the City Council for adoption as needed.
15. Accept payments at the Clerk's window in City Hall.
16. Provide customer assistance as needed at the Clerk's window, by telephone or email.
17. Act as official custodian of all public records of the City except criminal justice records.
18. Organize and maintain the City's archives, records room and general files.
19. Serve as the Open Records Act liaison and in that capacity provides certified copies of public records in the City Clerk's official custody upon payment of such fees as are established by the City.
20. Serve as the City's election official; all duties as required by law.
21. Cause timely publication of the City Council's proceedings relating to ordinances, contracts and the payment of bills as required by law.
22. Coordinate the preparation and distribution of the agenda and meeting packets for all the City Council meetings and work sessions.
23. Serve as the Sign Compliance Clerk. Reviews sign applications for completeness and accuracy and issues sign permits.
24. Maintain a general knowledge of the duties of the Administrative/Payroll/Court/Utility Clerk in order to provide assistance when necessary.
25. Perform such other administrative/clerical tasks as may be assigned from time to time by the Mayor, reporting to the Mayor in connection therewith; any dispute between the Mayor and the City Clerk involving such duties of the performance thereof shall be resolved by the City Council.
26. Coordinate in advance with the Mayor and City Administrator for all time off, including vacation and leave, to ensure coverage of duties; all such time off must be approved in advance by the Mayor with any disputes involving time off, vacation or leave to be resolved by the City Council.
27. Other duties as required by the laws of the State or by the ordinances of the City.

Reference Section 2-41, Idaho Springs Municipal Code

REPORTING RELATIONSHIPS

This position reports to the Mayor for day to day operations and to the City Council for matters of policy.

Memo

To: City Council

From: Diane Breece, City Clerk

cc: Carmen Beery

Date: Date

Re: City Clerk job description/duties

As you can see the current job description for the City Clerk does include what is addressed in the C.R.S. with *many* more essential duties and responsibilities. I wanted to address and expound on the tasks, to give you an idea of how important it is for the person that will become the new City Clerk should not be any 18 year old resident-voter without any experience.

3. Maintain a working knowledge of the City's Municipal Code, State Statutes, Liquor Codes, MJ Codes. *Let me be very clear that I as the City Clerk have taken classes, attended educational seminars on a lot of the various codes and Statutes. For anyone stepping into the position of City Clerk I feel that person would need to have knowledge of the very basics of this essential duty.*

6 & 7. Prepare applications for public hearing, accept changes and review of liquor licensing procedures and schedule consideration by the Authority, *Again I feel that it would be imperative to have a basic understanding of how important liquor, marijuana laws relate to the scope of responsibilities of a City Clerk.*

11. Serves as primary staff support to BOA, PC and HPRC. *Some knowledge of what these different commissions undertake and the different duties and recommendations they put forward to City Council. Staff support should know the nuts and bolts of land use, zoning and historic preservation issues.*

12. Supervises the Administrative Utility Clerk and Court Clerk. *This to me is a biggie. In the event that something would happen to either of these clerks, the City Clerk would have to do one*

or more of the functions of this position. This person would definitely have to know the utility software and the ability to process water/sewer billing, how to handle court proceedings and the fundamentals of the International Building Codes and how to implement them when processing building permits.

I have given you just a sample of the duties of the City Clerk, There are many more that can't be detailed to you in a memo. But the point that I want to convey is that there are many duties that are extremely detailed and wide-ranging that demand a certain knowledge of how a municipal government functions. I do believe that most individuals can learn any job, but someone with the experience can make the transition as smooth as possible for the entire City organization.



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

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
March 22, 2021
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 March 22, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from March 08, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to March 22, 2021
- VIII. PUBLIC COMMENT**
 - a) Move to approve appointing John Hatch as a regular member to the Variance Board of Adjustments for a four-year term.
- IX. PROCLAMATION**
 - a) Recognition of Dorothy Kyler, former Mayor of Idaho Springs
- X. UNSCHEDULED PUBLIC COMMENT**
- XI. LIQUOR LICENSING AUTHORITY**
- XII. PLANNING/COMMUNITY DEVELOPMENT**
- XIII. CITY ATTORNEY**
- XIV. RESOLUTIONS**
- XV. ORDINANCE FIRST READING**
- XVI. ORDINANCE SECOND READING**
- XVII. FINANCE OFFICER**
- XVIII. CITY ADMINISTRATOR**
 - a) Staff report submitted with one request(s) for action. Move to approve a proposal from Lorraine Trotter of Professional Management Solutions to continue providing financial consulting services during 2021 at a rate of \$1,680 per month and additional consulting services per month billed at \$135 per hour.
- XIX. CITY CLERK**
 - a) Staff report submitted with no request(s) for action.
- XX. POLICE DEPARTMENT**
 - a) Staff report submitted with no request(s) for action
- XXI. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with one request(s) for action. Move to approve \$18,914 to Arrowhead landscaping for landscape services for CRC & Montgomery Park and associated areas from line item 1060-5108.
- XXII. PUBLIC WORKS: WATER/WASTEWATER**
- XXIII. COMMITTEE REPORTS**
- XXIV. MAYOR and COUNCIL**
- XXV. ADJOURN** to April 12, 2021

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/idahospings/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@idahospingsco.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
MARCH 08, 2021

The City Council of the City of Idaho Springs held a regular meeting on March 08, 2021. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:15 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Scott Pennell, Art Caccavale, Jim Clark, Chuck Harmon and John Curtis. Also present was City Clerk Diane Breece, City Administrator Andrew Marsh and Streets/Water/Wastewater Superintendent John Bordon. City Attorney Carmen Beery was not in attendance.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for March 08, 2021. Scott Pennell seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Scott Pennell moved to approve the minutes of February 22, 2021. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

None

Approval of Bills

Scott Pennell moved to approve bills to March 08, 2021. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Unscheduled Public Comment

None

Public Comment

None

Resolutions

Scott Pennell moved to approve Resolution #5, Series 2021; A resolution amending a policy for reimbursement for safety shoe/boots by the City amending the amount up to \$200 and changing the policy last bullet to say "An employee who terminates employment within 90 days of the purchase date of the shoes/boots shall have the reimbursement deducted from his/her final check".

Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Ordinance Second Reading

Scott Pennell moved to approve Ordinance #4, Series 2021; An ordinance repealing and reenacting Article II of Chapter 11 of the Idaho Springs Municipal Code concerning river outfitter permitting requirements. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

City Administrator

Staff report submitted with two request(s) for action. Scott Pennell moved to approve a proposal from the Colorado Mountain Bike Association (COMBA) at \$100/hr not to exceed 10 percent of the total project cost for project management services related to the construction of trails in the Virginia Canyon Mountain Park. John Curtis seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon moved to approve a Small Communities Water and Wastewater Tier I grant application to the Colorado Department of Public Health and Environment in the amount of \$30,000 with a \$30,000 match from the City for the purchase and installation of chemical dosing equipment at the Water Resources Recovery Facility. Art Caccavale 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 two request(s) for action. Chuck Harmon moved to approve \$54,569 to Spradley Barr Ford to purchase replacement vehicle. Art Caccavale seconded and the motion passed by a unanimous roll call vote

Chuck Harmon moved to approve a temporary pay increase for Mark Hanschmidt from \$31.93 to \$45.00/hr. effective March 2, 2021 through April 5, 2021. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Public Works/Street and Parks

Staff report submitted with one request(s) for action. Scott Pennell moved to approve \$112,472 to MPS MEM Tewsbury for replacement water filter membranes from line item 5472-7310. Chuck Harmon seconded and the motion passed by a unanimous roll call vote.

Mayor and Council

Mayor Hillman informed Council that CDOT has moved some of the barriers back in the parking lot providing more parking space. He also informed Council that all options to repair/replace the WWII War Memorial at the Library are ongoing.

Adjourn

Mayor Hillman adjourned the meeting at 8:15 p.m.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AmeriGas (1478)								
3119075745								
3119075745	Invoice	Propane Water Plant	03/04/2021	04/03/2021	1,985.01	Open	03/21	51-00-6001
Total 3119075745:					1,985.01			
3119077051								
3119077051	Invoice	Propane WWTP	03/04/2021	04/03/2021	2,632.06	Open	03/21	52-00-6001
Total 3119077051:					2,632.06			
Total AmeriGas (1478):					4,617.07			
A-OK Auto Clinic (2)								
35349								
35349	Invoice	Change Oil & Lube	02/26/2021	03/26/2021	20.00	Open	02/21	51-00-6150
35349	Invoice	Parts	02/26/2021	03/26/2021	1,150.76	Open	02/21	51-00-6150
35349	Invoice	Replace Fuel Pump and clean int	02/26/2021	03/26/2021	300.00	Open	02/21	51-00-6150
Total 35349:					1,470.76			
Total A-OK Auto Clinic (2):					1,470.76			
Blackwell Oil (284)								
3112021								
3112021	Invoice	Fleet Fuel/Parks	03/11/2021	03/31/2021	11.39	Open	02/21	10-60-6191
Total 3112021:					11.39			
3112021 BWO								
3112021 BWO	Invoice	Fleet Fuel Streets	03/11/2021	03/31/2021	297.47	Open	02/21	10-10-6191
Total 3112021 BWO:					297.47			
Total Blackwell Oil (284):					308.86			
Browns Hill Engineering & Cont (1416)								
20786								
20786	Invoice	service work	03/12/2021	04/12/2021	305.60	Open	03/21	52-00-5000
Total 20786:					305.60			
Total Browns Hill Engineering & Cont (1416):					305.60			
C & C Machine & Welding (34)								
029014								
029014	Invoice	Straighten Aluminum Bar for Dum	03/09/2021	04/09/2021	60.00	Open	03/21	10-10-5108
Total 029014:					60.00			
Total C & C Machine & Welding (34):					60.00			
Caselle Inc. (287)								
108072								
108072	Invoice	Contract Support	03/01/2021	03/26/2021	168.75	Open	03/21	52-00-5108
108072	Invoice	Contract Support	03/01/2021	03/26/2021	168.75	Open	03/21	51-00-5108
108072	Invoice	Contract Support	03/01/2021	03/26/2021	337.50	Open	03/21	10-30-5108
108072	Invoice	Contract Support	03/01/2021	03/26/2021	337.50	Open	03/21	10-20-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
108072	Invoice	Contract Support	03/01/2021	03/26/2021	337.50	Open	03/21	10-10-5108
Total 108072:					1,350.00			
Total Caselle Inc. (287):					1,350.00			
CenturyLink (569)								
3035674474-2282021								
3035674474-2282021	Invoice	Internet service-Public Works	02/28/2021	03/20/2021	92.94	Open	02/21	10-10-5335
Total 3035674474-2282021:					92.94			
Total CenturyLink (569):					92.94			
Clear Creek County Clerk & Rec (61)								
299626								
299626	Invoice	Document Recording	03/01/2021	04/01/2021	43.00	Open	03/21	10-20-5316
Total 299626:					43.00			
Total Clear Creek County Clerk & Rec (61):					43.00			
Clear Creek Surveying (70)								
1122								
1122	Invoice	Design Survey 13th and Miner	03/09/2021	04/08/2021	900.00	Open	03/21	23-00-5103
Total 1122:					900.00			
Total Clear Creek Surveying (70):					900.00			
Colorado Analytical Lab (945)								
210302150								
210302150	Invoice	TSS/testing	03/04/2021	04/04/2021	13.50	Open	03/21	51-00-5201
Total 210302150:					13.50			
210304054								
210304054	Invoice	E-coli Testing	03/05/2021	04/05/2021	23.40	Open	03/21	52-00-5201
Total 210304054:					23.40			
210302071								
210302071	Invoice	Wastewater Testing	03/10/2021	04/10/2021	426.60	Open	03/21	52-00-5201
Total 210302071:					426.60			
210303114								
210303114	Invoice	Metal Testing/ Drinking Water	03/10/2021	04/10/2021	40.50	Open	03/21	51-00-5201
Total 210303114:					40.50			
Total Colorado Analytical Lab (945):					504.00			
Colorado Community Media (1981)								
19748								
19748	Invoice	Legals	03/05/2021	04/04/2021	10.40	Open	03/21	10-20-5312

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 19748:					10.40			
21CV3020								
21CV3020	Invoice	Water Resume Case	03/12/2021	03/12/2021	1,539.50	Open	03/21	51-00-5312
Total 21CV3020:					1,539.50			
Total Colorado Community Media (1981):					1,549.90			
Comcast (1486)								
0194987-3052021								
0194987-3052021	Invoice	Pd internet	03/05/2021	03/30/2021	211.77	Open	03/21	10-30-5335
Total 0194987-3052021:					211.77			
Total Comcast (1486):					211.77			
Common Knowledge Technology, Inc (1549)								
54008								
54008	Invoice	Laptop Software	03/09/2021	04/09/2021	2,160.00	Open	03/21	10-30-7010
Total 54008:					2,160.00			
Total Common Knowledge Technology, Inc (1549):					2,160.00			
Community Matters Institute (1949)								
CIS#11								
CIS#11	Invoice	Planning Services	03/02/2021	04/02/2021	5,505.00	Open	03/21	10-20-5108
Total CIS#11:					5,505.00			
CIS#11 A/R								
CIS#11 A/R	Invoice	Planning Services	03/02/2021	04/02/2021	1,593.75	Open	03/21	10-20-5108
Total CIS#11 A/R:					1,593.75			
Total Community Matters Institute (1949):					7,098.75			
Deep Rock (1855)								
18332261030521								
18332261030521	Invoice	Water Cooler	03/05/2021	04/05/2021	34.02	Open	03/21	10-20-6010
Total 18332261030521:					34.02			
Total Deep Rock (1855):					34.02			
ELAVON (1295)								
CC2282021								
CC2282021	Invoice	Credit Card Processing Fees	02/28/2021	03/28/2021	370.75	Open	02/21	10-20-5108
Total CC2282021:					370.75			
ONLINE2282021								
ONLINE2282021	Invoice	Online CC Processing Fees	02/28/2021	03/28/2021	87.00	Open	02/21	10-20-5340
Total ONLINE2282021:					87.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total ELAVON (1295):					457.75			
Hach Company (138)								
1250027								
1250027	Invoice	Filter	03/02/2021	04/02/2021	77.26	Open	03/21	10-10-6150
1250027	Invoice	Freight	03/02/2021	04/02/2021	22.46	Open	03/21	10-10-6150
Total 1250027:					99.72			
12350791								
12350791	Invoice	Service Contract Renewal	03/03/2021	04/03/2021	3,842.00	Open	03/21	52-00-5000
12350791	Invoice	Service Renewal Contract	03/03/2021	04/03/2021	3,842.00	Open	03/21	51-00-5000
Total 12350791:					7,684.00			
Total Hach Company (138):					7,783.72			
Home Depot Credit Services (578)								
16875								
16875	Invoice	Paint Supplies	02/01/2021	03/18/2021	219.87	Open	02/21	10-10-6093
Total 16875:					219.87			
7025260								
7025260	Invoice	Cord Covers	02/04/2021	03/18/2021	67.88	Open	02/21	10-60-6010
Total 7025260:					67.88			
11237								
11237	Invoice	Air compressor	02/11/2021	03/18/2021	129.00	Open	02/21	51-00-6025
11237	Invoice	Batteries	02/11/2021	03/18/2021	16.98	Open	02/21	10-10-6010
11237	Invoice	paint supplies	02/11/2021	03/18/2021	215.75	Open	02/21	10-10-6093
Total 11237:					361.73			
4014045								
4014045	Invoice	batteries	02/17/2021	03/18/2021	104.16	Open	02/21	10-60-6200
Total 4014045:					104.16			
9012345								
9012345	Invoice	paint supplies	02/22/2021	03/18/2021	105.58	Open	02/21	10-10-6093
Total 9012345:					105.58			
7012585								
7012585	Invoice	breaker for hwy 103 prv vault	02/24/2021	03/18/2021	76.82	Open	02/21	51-15-6005
Total 7012585:					76.82			
Total Home Depot Credit Services (578):					936.04			
HRS Water Consultants (851)								
17988								
17988	Invoice	Monthly Reservoir Services	03/09/2021	04/09/2021	927.50	Open	03/21	51-00-5108
Total 17988:					927.50			

	Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
17989									
	17989	Invoice	Water Supply Plan	03/09/2021	04/09/2021	1,746.00	Open	03/21	51-00-5103
Total 17989:						1,746.00			
Total HRS Water Consultants (851):						2,673.50			
IntelliPay (1279)									
2682									
	2682	Invoice	Transaction fees	02/28/2021	03/28/2021	22.75	Open	03/21	10-20-5340
Total 2682:						22.75			
Total IntelliPay (1279):						22.75			
Law Enforcement Systems (767)									
209609									
	209609	Invoice	Warning Tickets	01/31/2020	03/30/2021	500.00	Open	03/21	10-30-5325
Total 209609:						500.00			
Total Law Enforcement Systems (767):						500.00			
Liberty Communications (1547)									
1959240									
	1959240	Invoice	phone service city hall	02/28/2021	03/28/2021	150.71	Open	03/21	10-20-5303
	1959240	Invoice	phone service police	02/28/2021	03/28/2021	150.71	Open	03/21	10-30-5303
	1959240	Invoice	phone service public works	02/28/2021	03/28/2021	150.71	Open	03/21	10-10-5303
	1959240	Invoice	phone service wastewater	02/28/2021	03/28/2021	75.36	Open	03/21	52-00-5303
	1959240	Invoice	phone service water	02/28/2021	03/28/2021	75.36	Open	03/21	51-00-5303
Total 1959240:						602.85			
Total Liberty Communications (1547):						602.85			
Murray Dahl Beery & Renaud (806)									
332021									
	332021	Invoice	legal services	03/03/2021	04/03/2021	12,741.35	Open	03/21	10-20-5101
Total 332021:						12,741.35			
Total Murray Dahl Beery & Renaud (806):						12,741.35			
Peak Performance Imaging Solutions (409)									
60980									
	60980	Invoice	Service on Ricoh	02/16/2021	03/16/2021	40.00	Open	03/21	10-20-5309
Total 60980:						40.00			
61012									
	61012	Invoice	Copier Meter Bill	02/19/2021	03/19/2021	286.85	Open	03/21	10-20-5309
Total 61012:						286.85			
Total Peak Performance Imaging Solutions (409):						326.85			
Pitney Bowes (1758)									

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
1563-3092021								
1563-3092021	Invoice	Postage	03/09/2021	04/05/2021	158.99	Open	03/21	10-20-5310
Total 1563-3092021:					158.99			
Total Pitney Bowes (1758):					158.99			
SAFEbuilt Colorado Inc. (1041)								
0075722-IN								
0075722-IN	Invoice	Building Permits	02/28/2021	03/30/2021	1,956.81	Open	03/21	10-22-5000
Total 0075722-IN:					1,956.81			
Total SAFEbuilt Colorado Inc. (1041):					1,956.81			
Saltus Technologies (1527)								
2103-05								
2103-05	Invoice	e-ticket system	03/01/2021	04/01/2021	1,858.00	Open	03/21	10-30-5105
Total 2103-05:					1,858.00			
Total Saltus Technologies (1527):					1,858.00			
Spradley Barr Ford (1456)								
FLKE10371								
FLKE10371	Invoice	2020 Ford F150 For PD	03/09/2021	04/09/2021	54,569.00	Open	03/21	21-00-6012
Total FLKE10371:					54,569.00			
Total Spradley Barr Ford (1456):					54,569.00			
Sprint (750)								
569628819-159								
569628819-159	Invoice	PD Cell and Hot Spots	02/27/2021	03/25/2021	245.50	Open	03/21	10-30-5335
Total 569628819-159:					245.50			
616873765067								
616873765067	Invoice	Cell phone - Code	03/01/2021	03/27/2021	25.43	Open	02/21	10-30-5335
Total 616873765067:					25.43			
126852313-231								
126852313-231	Invoice	Cell phone Parks	03/08/2021	04/03/2021	32.27	Open	03/21	10-60-5335
126852313-231	Invoice	Cell phone Public Works	03/08/2021	04/03/2021	224.88	Open	03/21	10-10-5335
Total 126852313-231:					257.15			
381262319-231								
381262319-231	Invoice	Cell phone/Police	03/08/2021	04/03/2021	127.26	Open	03/21	10-30-5335
Total 381262319-231:					127.26			
Total Sprint (750):					655.34			
T & D Car Wash Inc. (534)								
2021MAR05								
2021MAR05	Invoice	Car Wash	03/05/2021	03/31/2021	128.60	Open	03/21	10-30-6100

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 2021MAR05:					128.60			
Total T & D Car Wash Inc. (534):					128.60			
Thomas L Marmins (1989)								
WGT358								
WGT358	Invoice	Mediation for court case	03/04/2021	04/04/2021	150.00	Open	02/21	10-40-5101
Total WGT358:					150.00			
Total Thomas L Marmins (1989):					150.00			
Two Brothers Deli (566)								
AR016403								
AR016403	Invoice	Police Chief Interviews	02/12/2021	03/14/2021	299.00	Open	03/21	10-20-5210
Total AR016403:					299.00			
Total Two Brothers Deli (566):					299.00			
VISA (1827)								
CORRECTION								
CORRECTION	Invoice	Correct Refund for bearadise tax	03/01/2021	03/01/2021	116.35-	Open	03/21	10-21-5038
CORRECTION	Invoice	Fee 8/13/2020	03/01/2021	03/01/2021	20.00	Open	03/21	10-20-5340
CORRECTION	Invoice	Georgetown Lodge Refund	03/01/2021	03/01/2021	330.00-	Open	03/21	10-21-5038
CORRECTION	Invoice	Georgetown Lodge Refund	03/01/2021	03/01/2021	198.00-	Open	03/21	10-21-5038
CORRECTION	Invoice	In terest Fee	03/01/2021	03/01/2021	44.50	Open	03/21	10-20-5340
CORRECTION	Invoice	Incorrect Refund of Bearadise Sal	03/01/2021	03/01/2021	105.87	Open	03/21	10-21-5038
CORRECTION	Invoice	Interest Fee 9/3/2020	03/01/2021	03/01/2021	30.03	Open	03/21	10-20-5340
CORRECTION	Invoice	Invoice Paid Twice	03/01/2021	03/01/2021	15.99-	Open	03/21	10-20-7010
CORRECTION	Invoice	Invoice Paid Twice	03/01/2021	03/01/2021	43.42-	Open	03/21	10-20-6010
CORRECTION	Invoice	Invoice Paid Twice 6/3/2020	03/01/2021	03/01/2021	16.99-	Open	03/21	10-20-7010
CORRECTION	Invoice	Invoice Paid Twice 6/3/2020	03/01/2021	03/01/2021	419.00-	Open	03/21	10-20-7010
CORRECTION	Invoice	Invoice Paid twice 6/3/2020	03/01/2021	03/01/2021	7.99-	Open	03/21	10-20-7010
CORRECTION	Invoice	Invoice Paid Twice 6/3/2020	03/01/2021	03/01/2021	32.54-	Open	03/21	10-20-6010
CORRECTION	Invoice	Missing Receipt 11/24/2020 Home	03/01/2021	03/01/2021	58.95	Open	03/21	10-30-6010
CORRECTION	Invoice	Missing Receipt 11/30/2020 Lifelo	03/01/2021	03/01/2021	81.72	Open	03/21	10-30-6015
CORRECTION	Invoice	Missing USPS Receipt 11/5/20	03/01/2021	03/01/2021	18.44	Open	03/21	10-30-5310
CORRECTION	Invoice	Refund for Carlson Fence	03/01/2021	03/01/2021	37.88-	Open	03/21	21-00-3700
Total CORRECTION:					858.65-			
3032021								
3032021	Invoice	American Water College Training	03/03/2021	03/28/2021	39.95	Open	03/21	52-00-5212
3032021	Invoice	CML	03/03/2021	03/28/2021	49.00	Open	03/21	10-20-5212
3032021	Invoice	Flags	03/03/2021	03/28/2021	683.72	Open	03/21	10-20-6020
3032021	Invoice	Refund for Council laptops never r	03/03/2021	03/28/2021	1,427.93-	Open	03/21	10-20-7010
3032021	Invoice	Refund on Shirts	03/03/2021	03/28/2021	21.70-	Open	03/21	10-30-6030
3032021	Invoice	Saving Places	03/03/2021	03/28/2021	115.00	Open	03/21	10-20-5212
3032021	Invoice	Saving Places	03/03/2021	03/28/2021	475.00	Open	03/21	10-20-5212
3032021	Invoice	Saving Places	03/03/2021	03/28/2021	115.00	Open	03/21	10-20-5212
3032021	Invoice	Saving Places	03/03/2021	03/28/2021	115.00	Open	03/21	10-20-5212
3032021	Invoice	Shirts for Code Enforcement	03/03/2021	03/28/2021	172.23	Open	03/21	10-30-6030
3032021	Invoice	Starbucks for PD Interviews	03/03/2021	03/28/2021	35.90	Open	03/21	10-20-5210
3032021	Invoice	Tires for code vehicle	03/03/2021	03/28/2021	663.42	Open	03/21	10-30-6192
3032021	Invoice	usps pd	03/03/2021	03/28/2021	4.80	Open	03/21	10-30-5310
3032021	Invoice	USPS PD	03/03/2021	03/28/2021	4.80	Open	03/21	10-30-5310

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
3032021	Invoice	USPS PD	03/03/2021	03/28/2021	4.80	Open	03/21	10-30-5310
3032021	Invoice	USPS PD	03/03/2021	03/28/2021	4.80	Open	03/21	10-30-5310
3032021	Invoice	Zoom Account	03/03/2021	03/28/2021	108.51	Open	03/21	10-20-5108
3032021	Invoice	Zoom Account	03/03/2021	03/28/2021	108.51	Open	03/21	10-20-5108
Total 3032021:					1,250.81			
Total VISA (1827):					392.16			
Xcel Energy (540)								
721805676								
721805676	Invoice	Street Lights	03/01/2021	03/26/2021	4,798.98	Open	03/21	10-10-6001
Total 721805676:					4,798.98			
721827988								
721827988	Invoice	2040 Miner St	03/01/2021	03/19/2021	15.98	Open	03/21	10-10-6001
Total 721827988:					15.98			
Total Xcel Energy (540):					4,814.96			
Grand Totals:					111,734.34			

Report GL Period Summary

GL Period	Amount
02/21	3,441.78
03/21	108,292.56
Grand Totals:	111,734.34

Vendor number hash: 52351
Vendor number hash - split: 122164
Total number of invoices: 55
Total number of transactions: 103

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	111,734.34	111,734.34
Grand Totals:	111,734.34	111,734.34

To: Idaho Springs Variance Board
Re: Letter of Intent to Serve

I am writing to express my interest in serving on the Variance Board in Idaho Springs. I met the members on the board in the summer of 2019 when I got a variance to build a shed at my residence on Wall St. I've lived in town since 2017 when I purchased my home and moved up the hill from Golden. I love our community and have been looking for a way to become more civically involved.

I believe I'd be a good fit for the role as I am someone who has worked hard to have my home and I understand the desire to make the most of one's property while respecting my neighbors. I'd like to help people realize their visions while both adding character and preserving our historic town atmosphere.

My background is a bit eclectic. I have a mechanical engineering degree, run a laser engraving side business, have a pilot's license, am an Eagle Scout and a writer. I think there's a lot of opportunity in life and I try to make the most of it. I'm an avid outdoorsman and enjoy living in Idaho Springs because of all the amazing access we have here. In my free time you'll find me skiing Loveland, dirt biking, hiking, fishing, or climbing - All of which I'm blessed to have right at my doorstep.

I'd love to answer any questions you may have about me or my reasons to serve. I can be contacted via any of the means below.

Thank you,

John H Hatch
906-231-7353
john.hatch.mail@gmail.com
PO Box 663, Idaho Springs, CO 80452



**Proclamation Recognizing Dorothy Kyler
March 22, 2021**

WHEREAS, Dorothy Kyler served as the first Woman elected Mayor of the City of Idaho Springs; and

WHEREAS, Dorothy served the City for 9 years between 1978 and 1986, during which time she oversaw the move of City Hall, The Colorado and Southern Engine Tender and Coach and the construction of the City's Water and Wastewater Treatment Facilities; and

WHEREAS, Dorothy also served the Community of Idaho Springs as a member and chair of the Library Board and as an emergency medical technician for the Clear Creek County Volunteer Ambulance Association for many years; and

WHEREAS, Dorothy and her family have been an important part of the community in Idaho Springs for decades; and

WHEREAS, March is Women's History Month, an opportunity to reflect on the trailblazing women who lead the way for change in our world and within our own Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Idaho Springs City Council hereby recognizes Dorothy Kyler for her many years of service and dedication to the City of Idaho Springs and calls upon all members of the City to express their appreciation of Mrs. Kyler's contributions to our community as we celebrate National Women's Month in Idaho Springs.

IN WITNESS WHEREOF, I hereunto set my hand on behalf of the City Council and cause to be affixed the official seal of Idaho Springs, Colorado this 22nd day of March 2021.

Michael Hillman, Mayor

**Bob Bowland, Mayor Pro Tem
Scott Pennell, Councilmember
Arthur Caccavale, Councilmember**

**John Curtis, Councilmember
Chuck Harmon, Councilmember
James Clark, Councilmember**

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: March 22, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve a proposal from Lorraine Trotter of Professional Management Solutions to continue providing financial consulting services during 2021 at a rate of \$1,680 per month. Additional consulting services per month will be billed at the rate of \$135 per hour.

Updates:

- The Mayor and I attended on March 4 a transit center/parking deck coordination meeting with CDOT.
- The Mayor, Lindsey Valdez, Jon and I met on March 4 and 9 with the owner of Ace Hardware in Granby about the possibility of locating a store in Idaho Springs.
- The City's Development Review Team (City Administrator, Assistant City Administrator, City Attorney, City Planner, City Engineer, Public Works Superintendent) conducted on March 9 a pre-application meeting with Four Points Funding regarding its proposal for a mixed-use redevelopment of Gold Digger Field and the bus maintenance facility properties.
- The Mayor and I met on March 10 with Chief Kelly Babeon of the Clear Creek Fire Authority and Tracy Lawless of JVA regarding plans for the new fire station on Chicago Creek Road (State Highway 103).
- The Mayor and staff met on March 11 for contingency planning related to the predicted major snowstorm.
- The Mayor and staff met on March 12 with Clear Creek County Public Health to coordinate the review process for Special Event applications.
- The Mayor, Jon and I attended on March 16 the monthly board meeting of the Clear Creek Economic Development Corporation.
- Staff attended on March 16 the Public Meeting regarding the Historic Survey Plan for the City.
- Staff attended on March 16 the Historic Preservation Review Commission work session with the Historic Sites and Facilities Committee regarding plans for the Library landscaping project and the World War II memorial.
- Staff attended on March 17 the Variance Board meeting regarding a replacement fence for Mountain Mini-Storage along East Idaho Springs Road (County Road 314).

- 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.
- Attended bi-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:

- The regular monthly Planning Commission meeting has been moved from April 7 to April 21, and the final development plan for the Habitat for Humanity 8-unit townhome project at 1628 Virginia Street will be on the agenda.

Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038-1848

(303) 910-9197

www.professionalmanagementsolutions.net

February 4, 2021

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
P.O. Box 907
Idaho Springs, CO 80452

VIA ELECTRONIC MAIL

Dear Mr. Marsh:

As we discussed earlier this week, I have enjoyed working with you and your staff over the past seven months while **providing financial consulting services to the City of Idaho Springs**. My firm specializes in this field and has provided similar services to numerous municipalities in Colorado and surrounding states including the cities/towns of Burlington, Central City, Edgewater, Hudson, Mountain View, Superior, and Wiggins, Colorado. Please accept this letter and attachments as my proposal to provide such services beginning in 2021 under the terms described below.

Services

Services to be provided under this contract would include the following types of financial services as identified and requested by the City:

1. Prepare **monthly financial transactions or reconciliations** as desired, such as bank reconciliations, capital project reviews, preparation of journal entries, and reconciliation of various liability accounts.
2. **Review Caselle** General Ledger and associated subsystem updates (such as Accounts Payable, Accounts Receivable, Cash Receipting, Cemetery, Court Management, Payroll, and Utility Management) each month **to balance and close month**.
3. **Communicate with staff** regarding various issues, transactions or procedures, and **provide associated training** and/or recommendations as needed.
4. Prepare and analyze **monthly financial statements and detailed budget report**. Discuss with management/staff and/or present to City Council as requested.
5. Assist with **preparation for annual financial audit** by the City's independent auditor, such as overseeing and/or preparing account reconciliation schedules for all major asset and liability accounts as requested by auditors; preparing/updating capital asset and depreciation schedules; preparing year-end journal entries; reviewing draft financial statements prepared by auditor; and/or preparing Management's Discussion & Analysis of financial statements and financial condition.
6. Assist with or handle **issues, problems, or tasks associated with taxes, banking, payroll, grants, intergovernmental revenues, interfund transactions, or unusual financial items**.
7. Manage, perform, or advise on **specific projects** such as budget development, revenue analysis, long-range forecasting, and/or other budgetary and financial issues.
8. Perform or assist with **financial duties during staff leaves or vacancies**.

Please note that assistance with issuance of debt would not fall under this contract and would be billed separately.

Fees

Professional Management Solutions will provide up to sixteen (16) hours per month of financial consulting services at a rate of \$1,680.00 per month. Unused consulting hours may be rolled over to the next month if the Town so requests by the 15th of any month. Additional consulting services above the contracted amount of sixteen (16) hours per month would be billed at the rate of \$135.00 per hour.

Qualifications

As Managing Partner of our firm, I will oversee or perform all work on this project. Please review my attached resume that details my experience as a municipal Finance Director, Budget Officer, and consultant in management and finance. I have over 35 years of expertise in governmental accounting, budgeting, capital financing, debt management, and pension administration. My Master of Public Administration degree is in Financial Management & Public Finance. In addition, I have managed over 50 audits of municipal governments for my various employers and clients. I have taught a course in Governmental Accounting for the MBA program at the University of Colorado—Denver.

Please also review the attached page from our company brochure that lists services offered by our company and therefore provides an overview of our understanding of municipal government. A partial client list is also attached. References are available upon request.

I appreciate your continued interest in my firm's services. Please let me know if you desire any additional information.

Sincerely,

Lorraine H. Trotter

Lorraine H. Trotter
President & Managing Partner

Attachments

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: March 19, 2021
Subject: Staff Report

- ✓ Issued liquor license renewal for Clear Creek Discount Liquors
- ✓ Attended HPRC Community Forum and work session on March 16
- ✓ Attended Variance Board of Adjustments regular meeting on March 17
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals



To: Michael Hillman, Mayor

City Council

From: Mark Hanschmidt, Interim Chief of Police

Date: March 18, 2021

Subject: City Council Report for March 22, 2021

Requests for Action: No Action Items

Calls for Service: Calls for service March 8th thru March 17th = 135.

COVID-19 No incidents of reports of COVID related illnesses among Department members. All civilian and sworn members reporting for duty.

Virginia Canyon Mountain Park: No status change.

Meetings:

Mark Hanschmidt attended a handful of meetings with CDOT to ensure the right protocols were taken during the blizzard of 2021, as well as the highway closure for the jack-knifed semi at the 235 westbound on March 12th.

Mark Hanschmidt attended the advocate board meeting March 16th.

Code Enforcement: The city CEO continues to conduct spot checks of Public Health Order violations. No violations reported. Zac continues to augment patrol officers, take found property reports, and conduct security checks of the parks. By engaging in these duties, he continues to free up officers.

Training: All Officers have attended Defensive Tactical Training.

Staffing: 100% staffing

Nathan Buseck, Captain with the Cheyenne Wyoming PD, has been selected to replace Chris Malanka as Chief of Police effective March 5. Nathan is planning on being with Idaho Springs Police April 5, 2021

Significant Incidents:

- On March 8th, ISPD Officers responded to a single vehicle MVC on Idaho near m/m 243. During the investigation, the driver was arrested for DUI. The driver was released on a summons. CR# 210208
- On March 9th, officer as well as office personal assisted Jefferson County Mental Health in assisting a homeless person in obtaining a drivers license in hopes of her being able to get back on her feet.
- On March 10th, ISPD received a report from a resident about fraudulent unemployment benefits. Officers took a report.
- On March 10th, ISPD Officers responded to theft of a catalytic converter from a vehicle on Hwy 103. CR# 210212
- On March 10th, ISPD Officers responded to Jenny's market for a report of shoplifting. Officers contacted two suspects. A male suspect was cited for shoplifting. CR# 210209
- On March 12th, officers responded to a male who had passed away in his sleep. Officers responded a did not find any foul play, the male went peacefully. CR#210217
- On March 13th, officers stopped a vehicle for speeding down Colorado Blvd, during the traffic stop the officers observed the driver to be driving under the influence. The driver was cited for multiple traffic violations, and well as driving under the influence. CR#210221
- On March 15th, officers responded to assist Colorado State Patrol in conducting a felony stop at exit 239 while they detained suspects who were in possession of a stolen vehicle. CR#210223



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

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: March 22 2021
Re. STAFF REPORT

STREETS & PARKS

General park maintenance
Equipment repair & services
Pothole repair
Plowing A lot of snow !!!!!

COLLECTION & DISTRIBUTION

Utility locates for contractors working in area.
Water Meter reading and repairs.
Snow removal

WATER & WASTEWATER

Construction continues on the WWTP. Crews are in the process of removing the walkways and existing walls in # 1 SBR once the demo is completed, they will be leveling the floor and installing the aeration system. Leveling the floor will take place the week of the 8th. Floor has been leveled and installation of aeration piping has started.

They have also started installing the 3 new aeration blowers and associated piping for the system which will connect to SBR # 1 Header piping for the three new blowers continues along with the installation of the electrical control systems for the blowers

Work has been slow at the WRRF due to parts shortage and COVID 19 issues.

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: March 22, 2021

Re.: Request for Action

Motion to approve:

Move to approve 18,914.00 Arrowhead landscaping for landscape services for CRC & Montgomery park and associated areas from line # 10-60-5108

This request is for landscaping services to include but not limited to fertilization, aeration, mowing, weed removal and control. The area includes CRC park Montgomery park and surrounding areas. The service period will be from April 1st to October 31st 2021.

The funds for this service were budgeted and approve for this fiscal year.

JOHN BORDONI



**LANDSCAPE MAINTENANCE AGREEMENT FOR
City of Idaho Springs, Courtney-Ryley-Cooper Park
2350 Colorado Blvd, Idaho Springs CO 80452**

This AGREEMENT is made and entered into this _____ day of _____ 20____, by and between, City of Idaho Springs, Courtney-Ryley-Cooper Park (Customer) and Arrowhead Landscape Services, Inc. (Contractor).

I. SCOPE

To provide specific landscape maintenance services as described in this agreement and provide additional services requested by the Customer at separate costs that are not included herein.

II. CONTRACT TERM

The contract term shall be from **April 1, 2021 to October 31, 2021**. Unless terminated as per Section "VI." or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost of living adjustment, not to exceed 3%, will be applied to the Agreement price. Unit and hourly rates will adjust to Arrowhead Landscape Services, Inc. current rates for each renewal period.

III. DEFINITIONS

The term "Customer" and "Contractor" where used in this agreement shall be those specifically named above including any authorized representative of Customer.

IV. GENERAL REQUIREMENTS

- a) The Contractor shall furnish all labor, materials and equipment to perform landscape maintenance services in accordance with the requirements herein specified.
- b) By execution of this Agreement, the Customer guarantees that sufficient funds are available for the payment of all contracted services and additional work required.
- c) The Contractor shall be responsible for any neglectful damages caused by his work force while performing the requirements of this Agreement. Labor and materials for the repair or replacement of these damages shall be provided by the Contractor. The Contractor reserves the right to an arbitration hearing with the Customer and a nonpartisan third party on questionable damages.
- d) The Contractor will hold the Customer harmless for all costs associated with liens of as a result of the Contractor's failure to pay all sums due or claimed for materials, labor or services associated with this agreement.
- e) Both parties agree to binding arbitration for any dispute arising out of this agreement. Location to be in the county where the work was performed. The prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Arbitrator deems to be a reasonable attorney's fee. While in dispute, Customer agrees to pay for all contractual and

additional service work as invoiced and as per the terms of this Agreement until a final arbitration decision is issued in regard to the dispute.

V. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Customer and Contractor. No modification, amendment, renegotiation or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon in writing by both parties.

VI. TERMINATION

Either party may terminate this Agreement with notice in writing by certified mail to the other party. Notice to be given at least 30 days prior to the effective date of such termination.

Contractor and Customer agree that work performed is proportionally greater during the growing season rather than the winter months. In the event of termination by either party, full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be issued on the termination date.

If payment for services rendered is delinquent by 15 days or more, Arrowhead Landscape Services, Inc. and its affiliated companies have the option of suspending services until the account is made current or terminating the Agreement immediately.

VII. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Customer.

VIII. FORCE MAJEURE

Contractor may be unable to perform and shall be excused due to acts of God, extreme or unusual weather, labor problems such as strikes and shortages, delays, supply shortages and any government or governing agencies regulations.

IX. SCOPE OF WORK

See the Service Summary within this agreement for specific number of occurrences for the following services when applicable.

X. ROUTINE MAINTENANCE

a) MOWING

All manicured turf areas to be mowed at an approximate height of 3 – 3-1/2" during the growing season. Mowing will vary in frequency when the turf is growing at a slower rate in the spring and in the fall. Clippings will be mulched and excessive clumps will be distributed or gathered and removed. Catchers will be used only where deemed necessary by Contractor.

b) TRIMMING

Areas inaccessible to mowers will be string trimmed. The Contractor will use care in utilizing string trimmers however, the Customer acknowledges that structures may be damaged by long term use of string trimmers.

c) EDGING

All concrete walks and curbs adjacent to turf areas will be edged with a steel-bladed edger. Contractor will use care in utilizing edging equipment however, the Customer acknowledges that irrigation system components or items buried beneath the surface may be damaged.

d) WEEDING

Beds will be weeded using a combination of hand pulling and chemical control. Unless specified in this agreement, maintaining annual floral beds are contracted separately.

e) CLEAN-UP

At the time of mowing, all turf and bed areas will be policed for loose trash and debris. Policing does not include parking lots, vandalism, removing bio-hazards and cleaning-up from storms or other acts of God. Grass clippings will be blown from walks, porches and curb lines.

XI. SPRING CLEAN-UP

Dependent upon the dates of this Agreement, the Contractor shall be responsible for gathering and removal of leaves from manicured turf and bed areas one (1) time in the spring. At such time select perennials and ornamental grasses shall be cut back to near ground level.

XII. FALL CLEAN-UP

Dependent upon the dates of this Agreement, manicured turf and bed areas will have leaves and debris removed in the fall after all leaves have dropped. This is performed on two (2) occasions in October and/or November approximately 10-14 days apart. At such time, select perennials shall be cut back to near ground level and may include ornamental grasses if deemed appropriate by Contractor.

XIII. TURF FERTILIZATION, INSECT & DISEASE

- a) Contactor will determine and administer an appropriate fertilization program for manicured turf areas based upon the season, turf conditions and timing of this Agreement's term.
- b) Unless specified differently within this Agreement, turf insect and disease control applications are not included but may be proposed separately at an additional cost.

XIV. CHEMICAL CONTROL PLAN

- a) The Contractor shall provide chemical applications targeted toward common weeds in manicured turf areas. Select weed species may require separate applications not included in this agreement.
- b) Dependent upon the dates of this Agreement, one (1) pre-emergent application for problematic mulch bed and rock bed areas may be included at the Contractor's discretion depending upon seasonal conditions.
- c) Non-selective post emergent weed applications will be made to sidewalk cracks, curb lines and bed areas on a regular basis throughout the contract term.
- d) A grass free area will be established chemically around trees in turf areas and maintained seasonally.
- e) Unless specified differently within this Agreement, Integrated Pest Management (IPM), which can include services such as topical spraying, injections and fertilizations, is not included in this agreement but may be proposed separately at an additional cost.

XV. TURF AERATION

Performed in the spring and/or fall, core aeration is beneficial in breaking up soil compaction and allowing air, water and nutrients to enter the root zone. See the Service Summary for occurrences when applicable.

XVI. TREE AND SHRUB PRUNING

- a) Contractor shall perform aesthetic (shearing and shaping) pruning of deciduous and evergreen shrubs under ten feet (10'). Pruning select species, such as flowering varieties, will occur so as not to discourage blooming. Follow up pruning to maintain certain clearances may be performed at the

Contractors discretion. The number of pruning occurrences is shown on the service summary at the end of this Agreement.

Low limbs on trees and shrubs under ten feet (10') which over hang sidewalks and drives will be pruned to maintain clearances as determined by Contractor. This applies to trees which have been maintained in this manner. Tree suckers will be removed continuously to maintain a neat appearance.

Trees and shrubs over ten feet (10') in height are not included in this contract.

Pruning shall be accomplished with proper tools and equipment. Debris resulting from all pruning operations shall be collected and removed by Contractor before departing the worksite.

b) STRUCTURAL, RENEWAL, SELECTIVE PRUNING

Unless specified differently within this Agreement, corrective, selective hand pruning and removal of deadwood is not included as part of this agreement but may be proposed separately at an additional cost.

XVII. IRRIGATION SYSTEM MAINTENANCE AND OPERATION

Irrigation system services are dependent on the dates of this agreement, please see Service Summary at the end of this agreement for specific occurrences, if applicable.

a) ACTIVATION

The irrigation system will be activated in the spring. Actual date of activation will be at the discretion of the Contractor and dependent on weather conditions.

b) SYSTEM MONITORING

Contractor shall assess the sprinkler system operation weekly to ensure proper function. Pattern adjustments and controller programming is included in this agreement and will be performed as the Contractor deems necessary with water conservation being a priority.

c) WINTERIZATION

In the fall, as weather conditions warrant, the contractor will deactivate the irrigation system to aid in preventing freeze damage. This may include wrapping backflow devices at an additional cost unless specified differently in this agreement. After deactivation, the contractor will evacuate water from accessible lines and components of the irrigation system using compressed air.

d) REPAIRS & TROUBLESHOOTING

Contractor will perform repairs and or troubleshooting to keep the system in operating condition. Irrigation repairs will be billed as per the hourly rates outlined in this agreement. Materials and equipment fees will be charged when applicable.

XVIII. WINTER POLICING

Dependent upon the dates of this Agreement and as weather conditions allow, landscape areas will be policed weekly for loose trash and debris from November to March. Periodic inspections will be made through the winter months to assess special requirements of the landscape.

XIX. MISCELLANEOUS SERVICES

a) Mowing and maintenance of native areas is not included in this Agreement.

b) Maintaining pet waste stations and trash receptacles is not included in this Agreement.

XX. HOURLY RATES

Work not covered in this Agreement will be billed at the rates listed below. If requested, a quotation will be furnished to the Customer for special projects.

IRRIGATION TECHNICIAN	\$68.00 per hour
WATER MANAGER (smart controller or central control mgmt)	\$95.00 per hour
EMERGENCY DISPATCH (outside of normal business hours of 7am-5pm, weekends and company holidays)	\$125.00 per hour
SUPERVISOR W/TRUCK	\$68.00 per hour
LABORER (without equipment)	\$50.00 per hour
CHEMICAL APPLICATOR W/ EQUIPMENT (materials extra)	\$95.00 per hour
HAND WATERING (from onsite tap using hoses)	\$68.00 per hour
WATERING TRUCK (per person plus water)	\$95.00 per hour
MISCELANEOUS MOWING (standard equipment)	\$75/up per hour
BACKFLOW TESTING (per device)	\$105.00 each

XXI. SERVICE SUMMARY

SERVICE	QUANTITY
ROUTINE MAINTENANCE (MOW, TRIM, WEEDING, CLEAN UP)	26
SIDEWALK AND CURB EDGING	7
SPRING CLEAN-UP	1
FALL CLEAN-UP	2
CUTTING ORNAMENTAL GRASSES (WHEN APPLICABLE)	1
TURF FERTILIZATION	3
PRE-EMERGENT WEED CONTROL - TURF AREAS	1
POST EMERGENT WEED CONTROL- TURF AREAS	3
PRE-EMERGENT WEED CONTROL- BED AREAS	1
BED AREA AND HARDSCAPE WEED CONTROL	26
TURF AERATION	2
SEASONAL PRUNING - SHRUBS UNDER 10'	1
PRUNING- LOW LIMBS ON TREES UNDER 10'	1
IRRIGATION SYSTEM ACTIVATION	n/a
IRRIGATION SYSTEM INSPECTION AND ADJUSTMENT	n/a
IRRIGATION SYSTEM WINTERIZATION	n/a
WINTER POLICING	n/a

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XXII. PAYMENT SCHEDULE

The total price for this Agreement is **\$18,914.00** and will be invoiced at **\$2,702.00** per month from **April 1, 2021 to October 31, 2021**.

Invoices will be submitted on approximately the 1st of each month and due at the end of each month. Payments shall be made payable to Arrowhead Landscape Services, Inc. Any additional work will be invoiced at a time and materials rate immediately upon completion. A brief description including dates, time spent, and material cost will be submitted with each additional work billing.

XXIII. PAYMENT TERMS

Payment for all invoices is due within 30 days of invoice date. A service charge of \$50.00 per month per invoice and two percent (2%) interest per month will be charged on all past due amounts. Billing discrepancies must be brought to the attention of an Arrowhead Landscape Services, Inc. representative within 30 days of invoice date or all rights to a resolution will be waived.

IN WITNESS WHEREOF, THE CUSTOMER AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

CONTRACTOR: **Arrowhead Landscape Services, Inc.**

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER: **City of Idaho Springs, Courtney-Ryley-Cooper Park**

By: _____

Printed Name: _____

Title: _____

Date: _____

