

There will be a  
**City Council Work Session** Monday  
April 22, 2024  
@ **6:00 P.M.**

The **Regular City Council Meeting**  
will follow at  
@ **7:00 P.M.**

**CITY COUNCIL  
WORK SESSION AGENDA**

**Monday, April 22, 2024**

**6:00 p.m.**

Item 1 – Valley Wide Systems Update

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Item 2 – Review and Discuss Tyler Technologies Bid for Software Upgrade

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City Council Meeting will follow at 7:00 p.m.

Agenda Item No. 1

Council Date 4/22/2024

LAMAR CITY COUNCIL  
WORK SESSION ITEM COMMENTARY

ITEM TITLE Valley Wide Systems Update

INITIATOR: Rob Evans, City Administrator CITY ADMINISTRATOR'S REVIEW: *Rob Evans*

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: Rob Evans, City Administrator

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**BACKGROUND:** Discussion on Valley Wide System operations Update

**RECOMMENDATION:**

Agenda Item No. 2

Council Date 04/22/2024

LAMAR CITY COUNCIL  
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Review and Discuss Tyler Technologies Bid for Software Upgrade

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: ROE

ACTION PROPOSED: Discussion On Tyler Bids for New Software

STAFF INFORMATION SOURCE: City Treasurer, City Administrator, City Clerk, IT Director

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BACKGROUND:

The Administration Staff has gone through a bidding process for a replacement for our current ADG software. All key staff had an opportunity to review two companies, Caselle and Tyler Technologies. Tyler Technologies came and provided an onsite presentation to a variety of staff. The overall choice by staff and Administration was Tyler Technologies. Administration will discuss with Council all of the information gathered regarding our current systems and receive guidance from Council on whether to move forward to award the Contract to Tyler Technologies.

RECOMMENDATION: Discuss bids from Tyler Technologies and receive direction from Council.



SaaS

**TOTAL:** \$ 254,240

	One Time Fees	Recurring Fees
<b>Summary</b>		
Total SaaS		\$ 185,565
Total Third Party Hardware, Software, Services	\$ 7,402	\$ 285
Total Tyler Services	\$ 254,240	\$ 3,063
<b>Summary Total</b>	<b>\$ 261,642</b>	<b>\$ 188,913</b>

On-Premise

Services Description	Hours/Units	Extended Price
Parks & Rec		
Professional Services	104	\$ 15,080
Project Management	1	\$ 1,500
<b>TOTAL:</b>		<b>\$ 254,240</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 224,763	\$ 60,061
Total SaaS		\$ 42,694
Total Third Party Hardware, Software, Services	\$ 7,402	\$ 285
Total Tyler Services	\$ 254,240	\$ 3,063
<b>Summary Total</b>	<b>\$ 486,405</b>	<b>\$ 106,103</b>

**CITY OF LAMAR, COLORADO**

-AGENDA-

MEETING OF CITY COUNCIL

Monday, April 22, 2024 – 7:00 p.m.

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JOE GONZALES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SHALAH MATA	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GERRY JENKINS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KIRK CRESPIN	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
DAVID ZAVALA	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
MANUEL TAMEZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
BRENT BATES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
ROB EVANS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KRISTIN SCHWARTZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
LANCE CLARK	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**GENERAL BUSINESS**

- I. Invocation – Ray Matterson
- II. Pledge of Allegiance
- III. Call to Order
- IV. Roll Call
- V. Review Agenda

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**CONSENT AGENDA**

- Item 1 – Approval of Council Meeting Minutes – 4/8/2024
- Item 2 – Approval of Minutes for Board and Commissions \_\_\_\_\_
  - a) Utilities Board – 3/25/2024
  - b) Variance Board – 9/7/2023
- Item 3 – Payment of Bills \_\_\_\_\_

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**PUBLIC COMMENT**

- Item 1 - Audience Participation-"During this portion of the meeting, anyone may speak on any subject which does not appear on the agenda. Individual speakers are limited to three minutes each and at the discretion of the Council". (Please provide name and address) \_\_\_\_\_

**REPORTS AND CORRESPONDENCE**

- Item 1 – City Treasurer’s Report \_\_\_\_\_

Item 2 – City Clerk’s Report

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Item 3 – City Administrator’s Report

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Item 4 – Reports and Correspondence from Council

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**NEW BUSINESS**

Item 1 – Correction to March 25, 2024 Council Minutes

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Item 2 – Schedule Public Hearing for a New Retail Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar #24291

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Item 3 – Display and Services Agreement with Tri-State Fireworks

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Item 4 – Appointments to Parks and Recreation Advisory Board

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Item 5 – Allen Aviation Commercial Lease Agreement Renewal

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Item 6 – Motion to Ratify Council Approval to Apply for SECOG 2024 Technical Assistance Grant to help with expenses of sod and sprinkler system at the Dog Park at North Gateway Park

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Item 7 – Approval of the Grant Outdoors Colorado (GOCO) Planning and Capacity Grant Agreement

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Item 8 – Monitoring Agreement with Great Plains Security Services, LLC for Community Building Fire Alarm

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Item 9 – Participation Agreement for HGACBuy Government Bid Site

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Item 10 – Award Bid for New Financial Software to Tyler Technologies

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Item 11 – Approval of Agreement with USDA Animal & Plant Health Inspection Services (APHIS) Wildlife Services (WS)

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Item 12 – Award Bid 44-003 for Concessions at Lamar Sports Complex

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Item 13 – Award Bid 44-007 for Financing for the New Caterpillar Motor Grader

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**RESOLUTIONS**

Item 14 – Discussion and Approval of Resolution No. 24-4-01 to Amend Donated Leave Policy

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Item 15 – Miscellaneous

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Item 16 – Executive Session – (1) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(F) for Follow up regarding City Clerk, City Treasurer, and City Administrator’s Annual Review (2) For a conference with the City Attorney for the purpose of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

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**NEXT CITY COUNCIL MEETING – Monday, May 13, 2024 @ 7:00 P.M** Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

**CITY OF LAMAR**  
**MINUTES OF THE CITY COUNCIL MEETING**  
**April 8, 2024**

The City Council met in a regular session at 7:00 p.m. in the Council Room with Mayor Crespin presiding.

Present: Joe Gonzales, Shalah Mata, Gerry Jenkins, Kirk Crespin, David Zavala, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark

Absent:

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**Amend Agenda to move Item 1 to Item 13 and Item 13 to Item 1**

Councilmember Jenkins moved and Councilmember Bates seconded to amend agenda to move Item 1 to Item 13 and Item 13 to Item 1.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

**Consent Agenda**

Councilmember Jenkins moved and Councilmember Mata seconded to approve the consent agenda Items 1-4.

**Item #1** – Approval of Council Meeting Minutes – 3/25/24

**Item #3** – Payment of Bills  
General Fund-Vouchers #98936-#99054

**Item #4** – License – Renewals

- a) Retail Liquor Store – Coronica's – 100 N. Main St.
- b) Fermented Malt & Wine – Love's Country Store #38 – 301 E. Olive St.
- c) Hotel & Restaurant Liquor – Cobblestone Hotel & Suites – 1215 N. Main St.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

**Audience Participation**

None

**City Treasurer Report**

City Treasurer Schwartz reported that the DOLA grant for the wastewater treatment plant was submitted on April 3, 2024. Our Regional DOLA representative Tara reached out to both Kristin and Rob to set up first meeting with her on May 1, 2024 to go over

application. She also mentioned that they were able to complete the SECOG application and get it submitted by Friday, April 5, 2024 to help with dog park expenses.

City Treasurer Schwartz reported that the on-site audit continues through this Wednesday. We will continue to provide other documents as required through July.

City Treasurer Schwartz provided a brief update on the property tax backfill that came from the bill passed during the 2023 election. In March she was requested to fill out a survey which included financial and statistical information regarding the fire department, today she got confirmation they were moving forward with the backfill for property taxes. This will be pushed to the County Treasurers offices on April 15, 2024 and they will then disburse to the correct municipalities in the surrounding areas. She stated that Lamar is to receive \$108,446.00 for this year with a portion of this money to go towards the fire department.

### **City Clerk Report**

City Clerk Williams reported that the February revenue report reflected collections of \$395,034.37 which was up 7.13% or \$26,297.14. Year to Date collections were \$1,400,606.51 which was up 8.20% or \$106,130.38 from 2023.

### **City Administrator Report**

#### *CML Conference*

City Administrator Evans reported that the CML Conference will be June 18-21, 2024 in Loveland.

#### *Lamar Outdoor Sports Grand Opening*

City Administrator Evans announced that the Lamar Outdoor Sports Grand Opening is Friday, April 12, 9:45 a.m. to 5:30 p.m. Gary's Backyard Smokehouse and Barbeque will be serving throughout the event.

#### *Coffee with Rob*

City Administrator Evans announced schedule for Coffee with Rob.

- April 17, 2024 – 7:00 a.m. Rivals
- April 24, 2024 – 7:00 a.m. Truck Stop

#### *Cornhole Tournament*

City Administrator Evans announced that there will be a Cornhole Tournament on Saturday, April 27, 2024, 6:00 p.m. at the Lamar Elk's Lodge.

#### *Boots, Bling, and Blessing LCC Fundraiser*

City Administrator Evans announced that the Boots, Bling, and Blessing LCC Fundraising event is Saturday, April 13, 2024, 6:00 p.m. at the LCC Equine Complex Indoor Arena. He also stated that they are still accepting auction donations and sponsorships at this time.

#### *Project Update*

City Administrator Evans reported on the following:

- a) Library is having a fun event during the month. Anyone who goes into the Library and says My Library Rocks will get to pick a prize.
- b) Public Works has been working on the clay liner at the landfill and doing spring cleaning at the water wells. Also landfill will have free weekends the entire month of April for the City's Love Where You Live campaign.

- c) Gave a big thank you to Fire Department for all their recent responses to the fire calls, great job.
- d) Police Department has their second Durango in operation, also they have one cadet coming out of the academy mid-June.
- e) Community Development reported they have had 132 responses to the survey sent out with Lamar Utility Billing, deadline for submission of the survey is April 26, 2024.

#### *Miscellaneous*

Mayor Crespín asked if Public Works had plans to check all drains prior to the upcoming rain season. City Administrator Evans stated that they have a regular rotation schedule that they follow, however, if there are hail storms that come through, they would schedule extra clean ups.

Councilmember Jenkins asked if there was plans on striping parking lot at Escondido Park, it was a mess over the weekend with several complaints. City Administrator Evans stated that they are aware of the issues and working on this.

Councilmember Jenkins asked if there were plans for signage at North Gateway Park to help with the reminding people to clean up after their pets. City Administrator Evans stated that there will be signage along with stations complete with bags for dog droppings.

#### **Reports and Correspondence from Council**

##### *Golf Board Update*

Councilmember Gonzales reported that the board has hosted two recent tournaments, Sod Buster and Ice Breaker. He stated that the course was closed today for the High School Thunder Girls Golf Tournament, they won. The course will also be closed on Wednesday for Dress up the Greens day, any volunteers welcome to come help. The next tournament scheduled is the Red Neck Olympics and newest boardmember is Rick Akers.

##### *PMC Update*

Mayor Crespín reported that he, City Administrator Evans and PMC CEO Karen Bryant met to go over future community picnic details. Karen stated that they have had 124 births in their new birthing center and they have begun upgrades to the surgical sterilization suite recently.

### **NEW BUSINESS**

#### **Approve Proclamation No. 24-02 – “A Proclamation of the City of Lamar Designating the month of April 2024 as National Child Abuse Prevention Month**

Councilmember Jenkins moved and Councilmember Bates seconded to approve Proclamation No. 24-02 – “A Proclamation of the City of Lamar Designating the month of April 2023 as National Child Abuse Prevention Month.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.



**Approve Proclamation No. 24-01 – “A Proclamation of the City of Lamar Declaring April 30, 2024 as Arbor Day and April 28, 2024 through May 4, 2024 as Arbor Week”**

Councilmember Tamez moved and Councilmember Jenkins seconded to approve Proclamation No. 24-01 – “A Proclamation of the City of Lamar Declaring April 30, 2024 as Arbor Day and April 28, 2024 through May 4, 2024 as Arbor Week”.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

**Presentation of 2023 Tree City USA Award and Announcement of Activities Regarding Arbor Day and Arbor Week**

Jane Felter, President of the Lamar Tree Board announced that they held the poster contest with the 5<sup>th</sup> graders again this year. April 27, 2023 will be the day of the Arbor Day program and they will plant 150 trees at the Ira Paulin tree nursery. They are also wanting to open up the next section of nursery to the south, however they need to contact Atmos Energy as they still have gas lines running under ground in that area.

**Appointments to the Public Safety Board**

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve appointments of Mike Duffy, Marcia Reiley, Terry Martin, and Don Williamson to the Public Safety Board. Terms limits will be set upon structure of the by-laws.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

**Appointments to Airport Advisory Board**

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve re-appointments of Cameron Rogers and Dean Reed to the Airport Advisory Board for (5) five-year terms expiring February 1, 2029.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

**Motion to Ratify Approval to Provide Letter of Support to Lamar Community College to Submit with Their Grant Application for Congressionally Directed Spending Funds**

Councilmember Bates moved and Councilmember Tamez seconded to approve the motion to ratify approval to provide letter of support to Lamar Community College to submit with their grant application for Congressionally Directed Spending Funds.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

**Allow Police Department to Apply for the In-Service POST Grant**

Councilmember Jenkins moved and Councilmember Mata moved to approve Police Department to apply for the In-Service POST Grant in the amount of \$8,952.69 for equipment and training subscriptions and allow Chief Miller to sign electronically.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Ports to Plains Update**

Mike Duffy, City of Lamar liaison to Ports to Plains, attended the Washington DC Fly-in for the Ports to Plains board. Mike highlighted what the values and strengths are of Ports to Plains goals. He stated that during the meetings they met with representatives of Hickenlooper, Bennet, and Crow's offices regarding the need for designation in Colorado. He also stated that President Biden has signed for the designation of I-27 from Texas through New Mexico. Designation of I-27 north has not been completed at this time. We need to get CDOT and Colorado on board to push for this designation.

**Approve Bank Resolution for Lamar Utility Board Check Signing**

Councilmember Bates moved and Councilmember Tamez seconded to approve bank resolutions with Frontier Bank and GN Bank to allow City Clerk, City Treasurer and one of the Lamar Utility Board members to sign checks on behalf of Lamar Light and Power and authorize the Mayor to sign the resolution.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

**Authorization for Check Signing**

Councilmember Jenkins moved and Councilmember Mata seconded to approve bank resolutions with Frontier Bank and GN Bank to allow Mayor, Mayor Pro-Tem, City Clerk and City Treasurer to sign checks with the exception of Lamar Light and Power accounts and authorize the Mayor to sign the resolution.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

**Award Bid for New Financial Software**

Councilmember Gonzales moved and Councilmember Bates seconded to table the awarding of bid for new financial software.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

### **Network Penetration Test**

Councilmember Tamez moved and Councilmember Zavala seconded to approve the network penetration test agreement with Artifice Security in the amount of \$10,880.00 and authorize the Mayor to sign.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

### **Approval and Signature of Agreement with Royalty Construction for Main Street Beautification Project**

Councilmember Jenkins moved and Councilmember Tamez seconded to approve Agreement with Royalty Construction for Main Street Beautification Project in the amount of \$27,500.00 and authorize the Mayor to sign.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

### **Proposed Agreement for Law Enforcement Services and Security Services**

Councilmember Jenkins moved and Councilmember Bates seconded to approve agreement for Law Enforcement Services and Security Services for Junior Class After Prom Committee.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

### **Miscellaneous**

Mayor Crespin announced that he had received an email from Ms. Chavira that was thanking and commending Ted Vasquez and his crew for the assistance they provided in cleaning up an easement in Willow Valley that had been overgrown for quite some time. Mayor Crespin stated that he had already forwarded the email to City Administrator, Public Works Director, and Street Superintendent Vasquez to share with all employees.

**Executive Session – (1) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f) for follow up regarding City Clerk, City Treasurer, and City Administrator’s annual reviews, (2) For follow up with City Administrator for directions for City Council under C.R.S.**

**Section 24-6-402(4)(f), (3) For Conference with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. Section 24-6-402(4)(b)**

Councilmember Jenkins moved and Councilmember Mata seconded to enter into an executive session – (1) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f) for follow up regarding City Clerk, City Treasurer, and City Administrator’s annual reviews, (2) For follow up with City Administrator for directions for City Council under C.R.S. Section 24-6-402(4)(f), (3) For Conference with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. Section 24-6-402(4)(b).

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

Regular meeting recessed and executive session convened at 8:03 p.m.

In attendance during (1) were all of Council called in during roll call, City Attorney, City Administrator, City Treasurer, and City Clerk.

City Treasurer and City Clerk left meeting at 8:55 p.m.

Councilmember Bates moved and Councilmember Jenkins seconded that executive session adjourn at 9:54 p.m. and open meeting was reconvened.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

**Adjournment**

There being no further business to come before the Council, Councilmember Jenkins moved and Councilmember Bates seconded that the meeting adjourn.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

The meeting adjourned at 9:54 p.m.

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Linda Williams – City Clerk

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Kirk Crespin – Mayor

**LAMAR UTILITIES BOARD  
MINUTES OF THE UTILITIES BOARD MEETING  
March 26, 2024**

The Lamar Utilities Board met in regular session at 12:00 p.m. with Chairman Thrall presiding.

Present: Jay Brooke, Doug Thrall, Patrick Leonard, Roger Stagner, Kirk Crespin, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams  
Jill Bellomy arrived at 12:02

Absent:

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**Minutes of Previous Meeting – March 12, 2024**

Boardmember Stagner moved and Boardmember Leonard seconded to approve meeting minutes of March 12, 2024.

Voting Yes: Brooke, Thrall, Leonard, Stagner  
Voting No: None

Boardmember Bellomy arrived

**Purchase Orders #92880 through #92916**

Boardmember Stagner moved and Boardmember Brooke seconded to approve purchase orders #92880 through #92916 in the amount of \$122,349.16.

Voting Yes: Brooke, Thrall, Leonard, Bellomy, Stagner  
Voting No: None

**Payment of Bills**

Boardmember Leonard moved and Boardmember Brooke seconded to approve payment of bills: Vouchers #54287 through #54326 for a total of \$735,722.91.

Voting Yes: Brooke, Thrall, Leonard, Bellomy, Stagner  
Voting No: None

**System Operating Report**

Superintendent Hourieh reported that the sale of electricity through February 2024 was down approximately 2.19% when compared to the same period of time in 2023. Residential sales were down approximately 2.02%, irrigation sales were up approximately 7.53%, and commercial/industrial sales were down approximately 2.6%. These three customer classes represent an estimated 96% of the total system sales.

Superintendent Hourieh reported that the line crew completed the upgrade of a 3 phase 4kv circuit that is in the alley between 12<sup>th</sup> and 13<sup>th</sup> street from Park to Walnut Street. The upgrade involved reconductoring from #6 cu to #4 ACSR wire, replacement of insulators, crossarms, and poles that failed testing. The upgrade will help improve system reliability and efficiency.

Superintendent Hourieh reported that with the high wind on Sunday and Monday, March 24-25, 2024 L&P lost one 40' wooden pole on County Rd. MM between road 10 & 11. There was no power outage caused by this and they replaced the pole with another 40'

wooden pole. He also reported that they had an outage in the Shady Camp area caused by a switch failure, they replaced switch and power was restored in about 1.5 hours.

Superintendent Hourieh provided the boardmembers with a copy of HB 24-1357 regarding natural gas pipelines. If this HB passes it could require the removal of abandoned gas pipelines. They have been in contact with CAMU and they are opposing this HB.

Superintendent Hourieh stated that they have presented the agreement to ARPA regarding the decommissioning of the gas line as a 50-50 cost sharing agreement for total cost of the decommissioning process. ARPA originally wanted to put a cap of \$400,000.00 in the agreement and if it went over, ARPA would like to get involved and negotiate the cost with CAMPOS EPC.

### **Adjournment**

There being no further business to come before the Board, Boardmember Stagner moved and, Boardmember Bellomy seconded that the meeting adjourn.

Voting Yes: Brooke, Thrall, Leonard, Bellomy, Stagner

Voting No: None

The meeting adjourned at 12:27 p.m.

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Linda Williams – City Clerk

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Doug Thrall – Chairman



## MEETING MINUTES VARIANCE BOARD

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Location: City Complex Second Floor Conference Room  
Date: September 7, 2023  
Time: 6:00 PM  
Attendees: Sean Lirely, Rod Dunn, Earl Hawkins, Chris Wilkinson, Anne-Marie Crampton, Stephanie Strube  
Absentees: Dwight Daniels

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### AGENDA DETAILS

#### I. MEETING CALLED TO ORDER

Time: 6:00pm

Motion: Rod Dunn

2<sup>nd</sup> by: Earl Hawkins

#### II. APPROVAL OF MINUTES

March 29, 2023

Motion: Chris Wilkinson

2<sup>nd</sup> by: Earl Hawkins

#### III. OPEN TERM OCTOBER 1, 2023 TO OCTOBER 1, 2028

Rod Dunn only application received to fill opening on Variance Board

Motion: Earl Hawkins

2<sup>nd</sup> by: Chris Wilkinson

Approved Rod Dunn to stay on board

#### IV. OTHER BUSINESS

Discussion on Amendments to Code. We need to update and approve.

Will schedule a second meeting a month out to have an in depth discussion.

#### V. CONCLUSION

Adjourn:

Motion: Rod Dunn

2<sup>nd</sup> by: Earl Hawkins

A stylized, cursive handwritten signature in blue ink, consisting of a large initial 'R' followed by a large 'D' and a long horizontal flourish extending to the right.

Rod Dunn

A cursive handwritten signature in blue ink that reads 'Stephanie Strube'.

Stephanie Strube



Batch: 0 Period: 04/17/24

Payment Number	HP/VD	Vendor Number	Name/Description	FOR BANK ACCOUNT:1	FRONTIER BANK	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99055		99999	PGBA LLC								
			REFUND OF AMB OVERPMT DYKEMAN		52408700084	1	436.27	0.00	436.27	04/04/24	122145
			** PAYMENT TOTAL **				436.27	0.00	436.27		
99056		1	MARSHA TURLEY								
			16087/603037490: ACCT 16087 RE		U100001495	1	17.23	0.00	17.23	04/05/24	122172
			** PAYMENT TOTAL **				17.23	0.00	17.23		
99057		1	GILLERMO SAUCEDO CASAREZ								
			22683/615151410: ACCT 22683 RE		U100001499	1	146.47	0.00	47.68	04/05/24	122172
			** PAYMENT TOTAL **				47.68	0.00	47.68		
99058		1	LAMAR HOSPITALITY								
			22846/602021010: ACCT 22846 RE		U100001500	1	10,599.52	0.00	328.66	04/05/24	122172
			** PAYMENT TOTAL **				328.66	0.00	328.66		
99059		1	MICHAEL K NEVIUS								
			23020/609097430: ACCT 23020 RE		U100001502	1	3.85	0.00	3.85	04/05/24	122172
			** PAYMENT TOTAL **				3.85	0.00	3.85		
99060		666	COMMUNITY STATE BANK								
			HSA ACCT:5032:214:04/13/24		5032:368		80.00	0.00	80.00		
			HSA ACCT:5032:214:04/13/24		5032:55		450.00	0.00	450.00		
			** PAYMENT TOTAL **			2	530.00	0.00	530.00	04/16/24	122347
99061		910	PEOPLES CREDIT UNION								
			CREDITUNUN:5032:303:04/13/24		5032:302		200.00	0.00	200.00		
			CREDITUNUN:5032:303:04/13/24		5032:353		124.60	0.00	124.60		
			** PAYMENT TOTAL **			2	324.60	0.00	324.60	04/16/24	122347
99062		960	FAMILY SUPPORT REGISTRY								
			#16288862:5032:478:04/13/24		5032:48		275.50	0.00	275.50		
			** PAYMENT TOTAL **			1	275.50	0.00	275.50	04/16/24	122347
99063		1072	WAKEFIELD & ASSOCIATES INC								
			021CO30097:5032:623:04/13/24		5032:51		108.29	0.00	108.29		
			** PAYMENT TOTAL **			1	108.29	0.00	108.29	04/16/24	122347
99064		2055	CITY OF LAMAR								
			FED W/H:5032:800:04/13/24		5032:223		843.99	0.00	843.99		
			COLO W/H:5032:810:04/13/24		5032:224		629.00	0.00	629.00		
			MEDICARE:5032:701:04/13/24		5032:225		245.84	0.00	245.84		
			MEDICARE:5032:801:04/13/24		5032:226		245.84	0.00	245.84		
			SOC SEC EN:5032:702:04/13/24		5032:227		119.14	0.00	119.14		
			SOC SEC:5032:802:04/13/24		5032:228		119.14	0.00	119.14		
			FED W/H:5032:800:04/13/24		5032:23		12,694.35	0.00	12,694.35		
			PENSION:5032:275:04/13/24		5032:239		1,268.16	0.00	1,268.16		
			COLO W/H:5032:810:04/13/24		5032:24		79.00	0.00	79.00		

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Payment Number	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Net Paid Date	Batch Number
			INTEGRATED:5032:288:04/13/24	5032:240	38.42	0.00	38.42		
			PENSION:5032:775:04/13/24	5032:241	1,426.70	0.00	1,426.70		
			INTEGRATED:5032:788:04/13/24	5032:242	59.76	0.00	59.76		
			COLO W/H:5032:810:04/13/24	5032:25	7,182.52	0.00	7,182.52		
			MEDICARE:5032:701:04/13/24	5032:26	2,723.51	0.00	2,723.51		
			FED W/H:5032:800:04/13/24	5032:260	469.25	0.00	469.25		
			COLO W/H:5032:810:04/13/24	5032:261	281.00	0.00	281.00		
			MEDICARE:5032:701:04/13/24	5032:262	115.28	0.00	115.28		
			MEDICARE:5032:801:04/13/24	5032:263	115.28	0.00	115.28		
			SOC SEC BN:5032:702:04/13/24	5032:264	106.11	0.00	106.11		
			MEDICARE:5032:802:04/13/24	5032:265	106.11	0.00	106.11		
			PENSION:5032:775:04/13/24	5032:27	2,723.51	0.00	2,723.51		
			PENSION:5032:275:04/13/24	5032:272	543.36	0.00	543.36		
			INTEGRATED:5032:288:04/13/24	5032:273	27.91	0.00	27.91		
			ONEA ROTH:5032:293:04/13/24	5032:274	25.40	0.00	25.40		
			PENSION:5032:775:04/13/24	5032:275	611.28	0.00	611.28		
			INTEGRATED:5032:788:04/13/24	5032:276	43.41	0.00	43.41		
			SOC SEC BN:5032:702:04/13/24	5032:28	4,211.38	0.00	4,211.38		
			SOC SEC:5032:802:04/13/24	5032:29	4,211.38	0.00	4,211.38		
			FED W/H:5032:800:04/13/24	5032:296	1,292.18	0.00	1,292.18		
			COLO W/H:5032:810:04/13/24	5032:297	741.20	0.00	741.20		
			MEDICARE:5032:701:04/13/24	5032:298	238.90	0.00	238.90		
			MEDICARE:5032:801:04/13/24	5032:299	238.90	0.00	238.90		
			POLICE PNS:5032:272:04/13/24	5032:30	3,278.14	0.00	3,278.14		
			SOC SEC BN:5032:702:04/13/24	5032:300	352.67	0.00	352.67		
			SOC SEC:5032:802:04/13/24	5032:301	352.67	0.00	352.67		
			POLICE PEN:5032:772:04/13/24	5032:31	3,687.92	0.00	3,687.92		
			PENSION:5032:275:04/13/24	5032:313	1,176.59	0.00	1,176.59		
			ABT \$457K:5032:280:04/13/24	5032:314	35.00	0.00	35.00		
			ICMA:5032:283:04/13/24	5032:315	13.19	0.00	13.19		
			INTEGRATED:5032:288:04/13/24	5032:316	111.60	0.00	111.60		
			PENSION:5032:775:04/13/24	5032:317	1,323.67	0.00	1,323.67		
			ICMA:5032:783:04/13/24	5032:318	13.19	0.00	13.19		
			INTEGRATED:5032:788:04/13/24	5032:319	173.60	0.00	173.60		
			FED W/H:5032:800:04/13/24	5032:347	1,509.09	0.00	1,509.09		
			COLO W/H:5032:810:04/13/24	5032:348	948.30	0.00	948.30		
			MEDICARE:5032:701:04/13/24	5032:349	294.92	0.00	294.92		
			MEDICARE:5032:801:04/13/24	5032:350	294.92	0.00	294.92		
			SOC SEC BN:5032:702:04/13/24	5032:351	693.51	0.00	693.51		
			SOC SEC:5032:802:04/13/24	5032:352	693.51	0.00	693.51		

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Payment Number	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Net Paid Date	Batch Number
			PENSION:5032:275:04/13/24	5032:370	1,108.43	0.00	1,108.43		
			ICMA:5032:283:04/13/24	5032:371	35.17	0.00	35.17		
			INTEGRATED:5032:288:04/13/24	5032:372	218.48	0.00	218.48		
			PENSION:5032:775:04/13/24	5032:373	1,247.01	0.00	1,247.01		
			ICMA:5032:783:04/13/24	5032:374	35.17	0.00	35.17		
			INTEGRATED:5032:788:04/13/24	5032:375	339.85	0.00	339.85		
			ABT \$457K:5032:280:04/13/24	5032:377	75.00	0.00	75.00		
			FED W/H:5032:800:04/13/24	5032:400	1,021.94	0.00	1,021.94		
			COLO W/H:5032:810:04/13/24	5032:401	585.98	0.00	585.98		
			MEDICARE:5032:701:04/13/24	5032:402	229.14	0.00	229.14		
			MEDICARE:5032:801:04/13/24	5032:403	229.14	0.00	229.14		
			SOC SEC BN:5032:702:04/13/24	5032:404	158.69	0.00	158.69		
			SOC SEC:5032:802:04/13/24	5032:405	158.69	0.00	158.69		
			PENSION:5032:275:04/13/24	5032:417	928.57	0.00	928.57		
			ABT 457K\$:5032:284:04/13/24	5032:418	15.38	0.00	15.38		
			INTEGRATED:5032:288:04/13/24	5032:419	46.34	0.00	46.34		
			PENSION:5032:275:04/13/24	5032:420	1,044.62	0.00	1,044.62		
			PENSION:5032:775:04/13/24	5032:421	72.08	0.00	72.08		
			INTEGRATED:5032:788:04/13/24	5032:47	367.14	0.00	367.14		
			PENS LOAN:5032:475:04/13/24	5032:58	6,928.74	0.00	6,928.74		
			PENSION:5032:275:04/13/24	5032:59	41.84	0.00	41.84		
			VOL AFT \$:5032:276:04/13/24	5032:60	15.00	0.00	15.00		
			VOL AFT \$:5032:277:04/13/24	5032:61	100.00	0.00	100.00		
			ABT \$457K:5032:280:04/13/24	5032:62	39.56	0.00	39.56		
			ICMA:5032:283:04/13/24	5032:63	95.78	0.00	95.78		
			ABT 457K\$:5032:284:04/13/24	5032:64	1,223.98	0.00	1,223.98		
			INTEGRATED:5032:288:04/13/24	5032:65	179.24	0.00	179.24		
			ONEA ROTH\$:5032:293:04/13/24	5032:66	335.00	0.00	335.00		
			PD ROTH \$:5032:294:04/13/24	5032:67	50.00	0.00	50.00		
			ONEA ROTH\$:5032:295:04/13/24	5032:68	7,794.79	0.00	7,794.79		
			PENSION:5032:775:04/13/24	5032:69	39.56	0.00	39.56		
			ICMA:5032:783:04/13/24	5032:70	1,903.95	0.00	1,903.95		
			INTEGRATED:5032:788:04/13/24	5032:71	250.00	0.00	250.00		
			ABT \$457K:5032:280:04/13/24	5032:72	142.09	0.00	142.09		
			ABT 457K\$:5032:284:04/13/24	83	85,786.05	0.00	85,786.05	04/16/24	122347
			** PAYMENT TOTAL **						
99065		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:5032:405:04/13/24	5032:412	75.00	0.00	75.00		
			MISC DEDUC:5032:306:04/13/24	5032:44	16.71	0.00	16.71		
			UTIL BILLS:5032:405:04/13/24	5032:45	411.70	0.00	411.70		
			** PAYMENT TOTAL **	3	503.41	0.00	503.41	04/16/24	122347

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
99066		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:5032:731:04/13/24	5032:423	455.18	0.00	455.18		
			POL FPPA:5032:730:04/13/24	5032:74	1,447.19	0.00	1,447.19		
			FIRE FPPA:5032:731:04/13/24	5032:75	470.66	0.00	470.66		
			** PAYMENT TOTAL **	3	2,373.03	0.00	2,373.03	04/16/24	122347
99067		2404	PROFESSIONAL FINANCE CO						
			2023C0030:5032:653:04/13/24	5032:414	25.00	0.00	25.00		
			2023C0030:5032:653:04/13/24	5032:52	25.00	0.00	25.00		
			** PAYMENT TOTAL **	2	50.00	0.00	50.00	04/16/24	122347
99068		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:5032:309:04/13/24	5032:56	126.00	0.00	126.00		
			** PAYMENT TOTAL **	1	126.00	0.00	126.00	04/16/24	122347
99069		3362	FAMILY SUPPORT REGISTRY						
			11882487:5032:522:04/13/24	5032:49	348.00	0.00	348.00		
			** PAYMENT TOTAL **	1	348.00	0.00	348.00	04/16/24	122347
99070		3513	FAMILY SUPPORT REGISTRY						
			#18220129:5032:589:04/13/24	5032:413	168.75	0.00	168.75		
			#18220129:5032:589:04/13/24	5032:50	168.75	0.00	168.75		
			** PAYMENT TOTAL **	2	337.50	0.00	337.50	04/16/24	122347
99071		226	AFLAC PREMIUM HOLDING						
			MARCH-2024 AFLAC & AFLAC CAIC	MARCH-2024	3,005.56	0.00	244.90		
			MARCH-2024 AFLAC & AFLAC CAIC	MARCH-2024	3,005.56	0.00	1,790.71		
			MARCH-2024 AFLAC & AFLAC CAIC	MARCH-2024	3,005.56	0.00	22.62		
			MARCH-2024 AFLAC & AFLAC CAIC	MARCH-2024	3,005.56	0.00	261.52		
			MARCH-2024 AFLAC & AFLAC CAIC	MARCH-2024	3,005.56	0.00	190.36		
			** PAYMENT TOTAL **	5	2,510.11	0.00	2,510.11	04/17/24	122373
99072		2	A-1 RENTAL AND SALES INC						
			STREET- 2 CYCLE ENGINE OIL	59954	32.22	0.00	32.22		
			Fire Eq - Fittings	59980	11.22	0.00	11.22		
			Fire Eq - Pull Rope	60040	2.20	0.00	2.20		
			** PAYMENT TOTAL **	3	45.64	0.00	45.64	04/17/24	122379
99073		15	LAMAR BMS						
			MISC SUPPLIES	423240	49.38	0.00	49.38		
			STREET- FASTNER/BTR HEM /PAINT	423384	2,381.72	0.00	2,381.72		
			Street- Saw Blade/Torr Heads	423516	116.73	0.00	116.73		
			Street- Saw Blade/Torr Heads	423523	91.98	0.00	91.98		
			Water/WasteWA-Servicematerials	423580	6.06	0.00	6.06		
			MISC SUPPLIES	423950	11.99	0.00	11.99		
			MISC SUPPLIES	424063	17.78	0.00	17.78		
			** PAYMENT TOTAL **	7	2,675.64	0.00	2,675.64	04/17/24	122379

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Payment Number	HP/VD Number	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99074		34	DELOACHS WATER COND INC						
			PD WATER RENTAL 2024	4-1-2024-LPD	19.50	0.00	19.50		
			2024 WATER SERVICES AT AIRPORT	4-2024-AIRPORT	27.00	0.00	27.00		
			WATER	86954-RBC	21.00	0.00	21.00		
			E911 - 2024 WATER SERVICE	87149-E911	46.00	0.00	46.00		
			** PAYMENT TOTAL **	4	113.50	0.00	113.50	04/17/24	122379
99075		57	AIRGAS USA LLC						
			Airport- Lease Renewal	5507028033	48.20	0.00	48.20		
			Airport- Lease Renewal	5507227871	121.00	0.00	121.00		
			Sanitation- Oxygen Industrial	9148389740	79.97	0.00	79.97		
			Amb Op - Oxygen	9148487514	79.97	0.00	79.97		
			** PAYMENT TOTAL **	4	329.14	0.00	329.14	04/17/24	122379
99076		62	LAMAR AUTO PARTS						
			PWKS- GREASE/FILTERS/RESIVOIR	13411	322.98	0.00	322.98		
			PWKS- GREASE/FILTERS/RESIVOIR	730832	22.58	0.00	22.58		
			Water/Wastewa-Oil Pitcher	732120	14.49	0.00	14.49		
			PWKS- GREASE/FILTERS/RESIVOIR	733889	40.76	0.00	40.76		
			PWKS- GREASE/FILTERS/RESIVOIR	733996	83.03	0.00	83.03		
			PWKS- GREASE/FILTERS/RESIVOIR	734046	277.60	0.00	277.60		
			PWKS- GREASE/FILTERS/RESIVOIR	734072	201.83	0.00	201.83		
			PWKS- GREASE/FILTERS/RESIVOIR	734075	257.24	0.00	257.24		
			PWKS- GREASE/FILTERS/RESIVOIR	734162	550.52	0.00	550.52		
			PWKS- GREASE/FILTERS/RESIVOIR	734207	120.94	0.00	120.94		
			** PAYMENT TOTAL **	10	1,891.97	0.00	1,891.97	04/17/24	122379
99077		84	PUEBLO DEPT OF PUBLIC HEALTH & ENV						
			Water-BACTERIOLOGICAL TESTING	MARCH-2024	304.00	0.00	304.00		
			** PAYMENT TOTAL **	1	304.00	0.00	304.00	04/17/24	122379
99078		87	RANCHERS SUPPLY OF LAMAR LLC						
			STREET- NIPPLE , ELBOW	1-2449	3.93	0.00	3.93		
			MISC SUPPLIES	1-2526	60.30	0.00	60.30		
			MISC SUPPLIES	1-2611	26.90	0.00	26.90		
			MISC SUPPLIES	1-2614	17.03	0.00	17.03		
			MISC SUPPLIES	1-2615	5.18	0.00	5.18		
			Water/Wastewa-ServiceMaterials	2-5746	22.84	0.00	22.84		
			Water/Wastewa-ServiceMaterials	2-6103	16.48	0.00	16.48		
			MISC SUPPLIES	2-6265	16.12	0.00	16.12		
			MISC SUPPLIES	2-6340	3.92	0.00	3.92		
			MISC SUPPLIES	2-6488	81.18	0.00	81.18		
			** PAYMENT TOTAL **	10	253.88	0.00	253.88	04/17/24	122379
99079		88	ROBINSON PRINTING INC						

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Payment Number	EP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Pay Date	Batch Number
			Job Ads	71956	45.00	0.00	45.00		
			Job Ads	71960	45.00	0.00	45.00		
			Job Ads	71961	35.00	0.00	35.00		
			Job Ads	71962	75.00	0.00	75.00		
			Job Ads	71963	45.00	0.00	45.00		
			Job Ads	71964	35.00	0.00	35.00		
			Job Ads	71966	45.00	0.00	45.00		
			** PAYMENT TOTAL **	7	325.00	0.00	325.00	04/17/24	122379
99080		91	S E COLO POWER ASSOC						
			MARCH 2024 BILLING	MARCH-2024	1,616.56	0.00	1,382.26		
			MARCH 2024 BILLING	MARCH-2024	1,616.56	0.00	140.58		
			MARCH 2024 BILLING	MARCH-2024	1,616.56	0.00	93.72		
			E911 HOLLY TOWER @HWY 89&EA	MARCH-2024-E911	230.37	0.00	230.37		
			** PAYMENT TOTAL **	4	1,846.93	0.00	1,846.93	04/17/24	122379
99081		103	SOUTH EAST MACHINERY CO INC						
			Water/WasteWA- ServiceMaterial	93688	11.20	0.00	11.20		
			** PAYMENT TOTAL **	1	11.20	0.00	11.20	04/17/24	122379
99082		162	PRAIRIE MOUNTAIN MEDIA						
			Ad-public hearing	102036295-022292024	68.16	0.00	68.16		
			ord x's 2 & pblhrg liquor lic	102037474-03072024	130.95	0.00	130.95		
			ord x's 2 & pblhrg liquor lic	102037498-03142024	17.60	0.00	17.60		
			ord x's 2 & pblhrg liquor lic	102040313-03212024	145.50	0.00	145.50		
			2024 PUBLICATION PAYMT OF BILL	102040540-03212024	194.00	0.00	194.00		
			BID INV 44-006 TOWING PUBLICAT	102040587-03212024	30.40	0.00	30.40		
			** PAYMENT TOTAL **	6	586.61	0.00	586.61	04/17/24	122379
99083		170	FASTENAL COMPANY						
			Sanitation- Bolts	COPU2100231	52.60	0.00	52.60		
			** PAYMENT TOTAL **	1	52.60	0.00	52.60	04/17/24	122379
99084		175	PRINTED IMAGINATION LLC						
			SOCCER SHIRTS	3734	1,963.00	0.00	1,963.00		
			SOCCER SHIRTS	3743	273.50	0.00	273.50		
			** PAYMENT TOTAL **	2	2,236.50	0.00	2,236.50	04/17/24	122379
99085		179	BIG TIMBERS VETERINARY CLINIC						
			PD PET CARE	00543	50.00	0.00	50.00		
			PD PET CARE	00544	50.00	0.00	50.00		
			** PAYMENT TOTAL **	2	100.00	0.00	100.00	04/17/24	122379
99086		197	SCHWARTZ MARKETING INC						
			Ads 4-1-2024	34929	573.75	0.00	573.75		
			Job Ads	34944	472.50	0.00	472.50		
			Job Ads	34957	517.50	0.00	517.50		

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
99087		213	** PAYMENT TOTAL **	3	1,563.75	0.00	1,563.75	04/17/24	122379
			NKC TIRE						
			EqMaint- Tires/Repairs	25666	115.00	0.00	115.00		
			EqMAINT- TIRES/REPAIRS	25915	211.88	0.00	211.88		
			EqMAINT- TIRES/REPAIRS	26005	8,900.00	0.00	8,900.00		
			EqMAINT- TIRES/REPAIRS	26035	3,611.12	0.00	3,611.12		
			EqMaint- Tires/Repairs	26081	74.89	0.00	74.89		
			EqMaint- Tires/Repairs	26113	47.08	0.00	47.08		
			EqMaint- Tires/Repairs	26124	74.89	0.00	74.89		
			EqMaint- Tires/Repairs	26158	23.89	0.00	23.89		
			** PAYMENT TOTAL **	8	13,058.75	0.00	13,058.75	04/17/24	122379
99088		222	BSN SPORTS LLC						
			SOCCER NETS \	925367520	1,064.96	0.00	1,064.96		
			FOAM HEAVY BAGS-REC	925415555	221.38	0.00	221.38		
			** PAYMENT TOTAL **	2	1,286.34	0.00	1,286.34	04/17/24	122379
99089		242	FARMERS COUNTRY MARKET						
			WATER	8792	35.88	0.00	35.88		
			** PAYMENT TOTAL **	1	35.88	0.00	35.88	04/17/24	122379
99090		367	PROSPERITY LANE COMMUNITY						
			AIRPORT- WATER UTILITY	1096-3-2024	340.86	0.00	340.86		
			** PAYMENT TOTAL **	1	340.86	0.00	340.86	04/17/24	122379
99091		423	WALLACE GAS & OIL INC						
			OVERPAYMENT	CR5222416	52.46-	0.00	52.46-		
			Airport- #2 Dyed Diesel	S37285	1,625.00	0.00	1,625.00		
			Landfill- #2 low sulfur dyed	S39930	672.00	0.00	672.00		
			** PAYMENT TOTAL **	3	2,244.54	0.00	2,244.54	04/17/24	122379
99092		526	COREY REAMY						
			PD C.REAMY TRAINING PERDIEM	441158	258.75	0.00	258.75		
			** PAYMENT TOTAL **	1	258.75	0.00	258.75	04/17/24	122379
99093		531	GOLDEN PRINTING CO						
			#10 WINDOW ENVELOPES	4565	1,520.00	0.00	1,520.00		
			** PAYMENT TOTAL **	1	1,520.00	0.00	1,520.00	04/17/24	122379
99094		658	ACE TIRE SERVICE LLC						
			Eqmaint- Labor Med Truck Repai	1-139476	40.00	0.00	40.00		
			** PAYMENT TOTAL **	1	40.00	0.00	40.00	04/17/24	122379
99095		701	BOUGHTON'S PRECAST INC						
			Water/WW-ManholeRiser/Covers	50752	2,293.00	0.00	2,293.00		
			** PAYMENT TOTAL **	1	2,293.00	0.00	2,293.00	04/17/24	122379
99096		703	THE LL JOHNSON DISTRIBUTING CO						
			SPRINKLER PARTS	8134405-00	623.68	0.00	623.68		

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99097		733	GONZALES'S UNLIMITED Eqmaint- New hood/ labor ** PAYMENT TOTAL **	1	623.68	0.00	623.68	04/17/24	122379
99098		794	TIME GIVEN (COACH) REC SUPPLIES-BALL RACK REC SUPPLIES-HELMENTS REC SUPPLIES-SHOULDER PADS ** PAYMENT TOTAL **	1	700.00	0.00	700.00	04/17/24	122379
99099		884	CURTIS LANE PORTER 2024 MUNICIPAL COURT JUDGE ** PAYMENT TOTAL **	1	1,625.00	0.00	1,625.00	04/17/24	122379
99100		895	O'REILLY AUTOMOTIVE STORES INC Water/Wastewa-WindshieldsWipers Airport- Fuel Gauge Eqmaint- Transcable/fan clutch Eqmaint- Transcable/fan clutch ** PAYMENT TOTAL **	4	435.33	0.00	435.33	04/17/24	122379
99101		902	HANS FRIEDERICHS JR AND SANITATION- CLAY MINING LEASE ** PAYMENT TOTAL **	1	12,000.00	0.00	12,000.00	04/17/24	122379
99102		940	MY WHOLESALE PRODUCTS MISC E911-SUPPLIES PAPER PROD, CLEAN Sanitation- ShopFrowipes/Tm48t ** PAYMENT TOTAL **	3	616.07	0.00	616.07	04/17/24	122379
99103		969	HEATH & TURPIN TRUCK REPAIRS Eqmaint- Adjust clutch/labor ** PAYMENT TOTAL **	1	47.50	0.00	47.50	04/17/24	122379
99104		1054	INGRAM BOOK COMPANY books books books books books books ** PAYMENT TOTAL **	6	993.64	0.00	993.64	04/17/24	122379
99105		1101	DANIEL A NEUHOOLD W/C Janitorial service 6 mo ** PAYMENT TOTAL **	1	725.00	0.00	725.00	04/17/24	122379



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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99106		1127	DELL MARKETING LP PD MONITOR AND TOWER ** PAYMENT TOTAL **	10740871023 1	1,683.93 1,683.93	0.00 0.00	1,683.93 1,683.93	04/17/24	122379
99107		1133	21ST CENTURY EQUIPMENT LLC LAWN MOWER BLADES LAWN MOWER BLADES ** PAYMENT TOTAL **	P06321 P07182 2	606.00 5.15 611.15	0.00 0.00 0.00	606.00 5.15 611.15	04/17/24	122379
99108		1154	ANNE-MARIE CRAMPTON BROWNFIELDS CONF. ** PAYMENT TOTAL **	44685 1	147.25 147.25	0.00 0.00	147.25 147.25	04/17/24	122379
99109		1161	LAMAR PARTNERSHIP INC Sanitation- Recycle Bags Sanitation- Recycle Bags Sanitation- Recycle Bags Sanitation- Recycle Bags ** PAYMENT TOTAL **	01 02 03 04 4	1,480.00 1,494.00 690.00 465.00 4,129.00	0.00 0.00 0.00 0.00 0.00	1,480.00 1,494.00 690.00 465.00 4,129.00	04/17/24	122379
99110		1163	SOURCE NOW LLC PRINTING SUPPLIES ** PAYMENT TOTAL **	INV-SN-1899 1	242.72 242.72	0.00 0.00	242.72 242.72	04/17/24	122379
99111		1166	ADAMS & SONS INC Pwks- Ice Machine repair repair of a/c at community bui ** PAYMENT TOTAL **	1322 1428 2	95.00 726.99 821.99	0.00 0.00 0.00	95.00 726.99 821.99	04/17/24	122379
99112		1191	TRIPLE A GUTTERS & CONSTRUCTION repair gutter at CRC ** PAYMENT TOTAL **	1028 1	500.00 500.00	0.00 0.00	500.00 500.00	04/17/24	122379
99113		1203	EXPRESS TOLL WATER DEPT-E HALLOCK CRWA CONF ** PAYMENT TOTAL **	2091077752 1	13.45 13.45	0.00 0.00	13.45 13.45	04/17/24	122379
99114		1225	DIGITCOM ELECTRONICS INC PD REPROGRAMMING RADIO EQMAINT- COMPACTOR RADIO INSTA Fire Op - Radio Chare ** PAYMENT TOTAL **	1000005263-1 120000401-2 121004832-1 3	25.00 1,518.48 342.51 1,885.99	0.00 0.00 0.00 0.00	25.00 1,518.48 342.51 1,885.99	04/17/24	122379
99115		1273	HENRY SCHEIN INC Amb Op - Med Supplies ** PAYMENT TOTAL **	80904442 1	22.96 22.96	0.00 0.00	22.96 22.96	04/17/24	122379
99116		1306	HOME STORE LLC STREET- HOSE BARB MISC SUPPLIES	163745 164044	13.96 109.98	0.00 0.00	13.96 109.98		

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Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			1ST PAYMENT MAIN ST FLOWERS	441103	10,000.00	0.00	10,000.00	122379
			** PAYMENT TOTAL **	3	10,123.94	0.00	10,123.94	04/17/24
99117		1360	TROY SETTLES refinish the CRC floor	441238	4,885.00	0.00	4,885.00	122379
			** PAYMENT TOTAL **	1	4,885.00	0.00	4,885.00	04/17/24
99118		1366	HMBLING PD CUSTOM DESIGNED TUMBLER	405	24.00	0.00	24.00	122379
			** PAYMENT TOTAL **	1	24.00	0.00	24.00	04/17/24
99119		1367	DEON LAMAR WILLIAMS 2024 MENS BASKETBALL OFFICIALS	04-16-2024	90.00	0.00	90.00	122379
			** PAYMENT TOTAL **	1	90.00	0.00	90.00	04/17/24
99120		1511	MR D'S SPORTS & FITNESS CO Amb Op - Fl Tee	040324-LFD	637.00	0.00	637.00	122379
			** PAYMENT TOTAL **	1	637.00	0.00	637.00	04/17/24
99121		1681	SE & EC RECYCLING ASSOCIATION 2024 PER CAPITA FEES	4893	4,724.40	0.00	4,724.40	122379
			** PAYMENT TOTAL **	1	4,724.40	0.00	4,724.40	04/17/24
99122		1954	USA BLUE BOOK Water/WW- Metal Detector&Case	INV00257755	1,075.97	0.00	1,075.97	122379
			** PAYMENT TOTAL **	1	1,075.97	0.00	1,075.97	04/17/24
99123		2147	MITCHELL 1 EqMaint- Prodemand/MTR	30832776	2,640.00	0.00	2,640.00	122379
			** PAYMENT TOTAL **	1	2,640.00	0.00	2,640.00	04/17/24
99124		2154	NITV FEDERAL SERVICES LLC PD RECERTIFICATION/REAMY	13297	595.00	0.00	595.00	122379
			** PAYMENT TOTAL **	1	595.00	0.00	595.00	04/17/24
99125		2161	CIRSA Insurance claim PC6021510	CLAIM-PC6021510	5,189.02	0.00	5,189.02	122379
			WC deductibles	W24354	922.18	0.00	922.18	
			WC deductibles	W24354-1	728.52	0.00	728.52	
			** PAYMENT TOTAL **	3	6,839.72	0.00	6,839.72	04/17/24
99126		2235	KIMBALL MIDWEST EQMAINT- NECK LIGHT/CLAMP/BULB	102064653	1,045.48	0.00	1,045.48	122379
			** PAYMENT TOTAL **	1	1,045.48	0.00	1,045.48	04/17/24
99127		2252	ATMOS ENERGY APRIL 2024 BILLING - HICKORY	3014048968-4-24	336.66	0.00	336.66	
			APRIL 2024 BILLING - FIRE #2	3014085221-4-24	125.02	0.00	125.02	
			APRIL 2024 BILLING - RIVERSIDE	3014085490-4-24	79.43	0.00	79.43	
			APRIL 2024 BILLING - CHAMBERS	3014085730-4-2024	36.80	0.00	36.80	
			APRIL 2024 BILLING - WELCOME C	3014085730-4-24	55.19	0.00	55.19	

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99128		2355	APRIL 2024 BILLING - PUBLIC WK	3015171555-4-24	188.80	0.00	188.80	04/17/24	122379
			APRIL 2024 BILLING - BALLPARK	3015213321-4-24	84.80	0.00	84.80		
			APRIL 2024 BILLING - COMPLEX	3015354410-4-24	222.82	0.00	222.82		
			APRIL 2024 BILLING - CRC	3015354705-4-24	116.85	0.00	116.85		
			** PAYMENT TOTAL **	9	1,246.37	0.00	1,246.37	04/17/24	122379
			CENTURYLINK						
			E911-2023 MONTHLY SIP SESSION	APRIL-2024	1,504.44	0.00	1,504.44		
			** PAYMENT TOTAL **	1	1,504.44	0.00	1,504.44	04/17/24	122379
99129		2500	CAPITAL ONE						
			Office Supplies	00165	92.06	0.00	92.06		
			Amb Ap - Supplies	00302	34.35	0.00	34.35		
			Amb Ap - Supplies	01471	59.33	0.00	59.33		
			OFFICE SUPPLIES	01813	8.52	0.00	8.52		
			pop & program supplies	02954	229.96	0.00	229.96		
			SD Card Adapter	03954	17.98	0.00	17.98		
			WA/WW-BoardRefresh/SampleBags	04235-1	78.85	0.00	78.85		
			Tea for City Council	05400	41.94	0.00	41.94		
			ward III picture & supplies	05455	6.90	0.00	6.90		
			Amb Op - Cleaning Supplies	06280	27.75	0.00	27.75		
			Amb Op - Cleaning Supplies	06543	15.94	0.00	15.94		
			Office Supplies	07695-1	39.60	0.00	39.60		
			MISC MONTHLY	09520	29.76	0.00	29.76		
			WA/WW- Service Materials	09876	28.06	0.00	28.06		
			M.BELLOMY RECEPTION REFRESHMEN	633863986	11.67	0.00	11.67		
			** PAYMENT TOTAL **	15	722.67	0.00	722.67	04/17/24	122379
99130		2511	AMERICAN ENVIRONMENTAL CONSULT	16258	3,583.49	0.00	3,583.49		
			Landfill- Consulting/Engineeri						
			** PAYMENT TOTAL **	1	3,583.49	0.00	3,583.49	04/17/24	122379
99131		2571	PROCOCM						
			Drug Testing-Airport	107156	45.00	0.00	45.00		
			Drug Testing-Sanitation	107156-1	45.00	0.00	45.00		
			Drug Testing	107156-2	766.00	0.00	766.00		
			** PAYMENT TOTAL **	3	856.00	0.00	856.00	04/17/24	122379
99132		2658	WEAR PARTS & EQUIPMENT CO INC						
			Eqmaint- Brooms/Bucket Repair	51368	13,199.18	0.00	13,199.18		
			Eqmaint- Brooms/Bucket Repair	52648	2,731.08	0.00	2,731.08		
			** PAYMENT TOTAL **	2	15,930.26	0.00	15,930.26	04/17/24	122379
99133		2660	CNH INDUSTRIAL ACCOUNTS						
			EOMAINI- CYLINDER LIFT	18-189040	1,605.00	0.00	1,605.00		
			EqMaint- Joystick/Drawbar	18-189419	508.50	0.00	508.50		

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Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99134		2669	EqMaint- Joystick/Drawbar ** PAYMENT TOTAL **	18-189452 3	650.35 2,763.85	0.00 0.00	650.35 2,763.85	04/17/24	122379
			BIG R PROPERTIES LLC Water/WW-Service Materials	140202 140210	16.99 30.47	0.00 0.00	16.99 30.47		
			Water/WW-Service Materials STREET- CNTRL CONC	140231 140304	53.51 143.91	0.00 0.00	53.51 143.91		
			AIRPORT- RESPERATOR/PAINT Water/WW-Service Materials	140346 748786	33.98 7.17	0.00 0.00	33.98 7.17		
			MARCH 2024 FIN CHARGE ** PAYMENT TOTAL **	6	286.03	0.00	286.03	04/17/24	122379
99135		2701	DUNN WITH STITCHES PD MENDING/PATCHES/ACO	517770 1	128.00 128.00	0.00 0.00	128.00 128.00	04/17/24	122379
99136		2727	HOME DEPOT PRO cleaners and paper for rec cleaners and paper for rec paper goods for REC building ** PAYMENT TOTAL **	796738672 796738680 797890795 3	177.64 73.83 683.00 934.47	0.00 0.00 0.00 0.00	177.64 73.83 683.00 934.47	04/17/24	122379
99137		2727	HOME DEPOT PRO paper goods for REC building ** PAYMENT TOTAL **	798143939 1	299.88 299.88	0.00 0.00	299.88 299.88	04/17/24	122379
99138		2738	ROCKY MT FIRE & SECURITY LLC monitoring of CRC and complex monitoring of CRC and complex ** PAYMENT TOTAL **	24-0210 24-0211 2	90.00 90.00 180.00	0.00 0.00 0.00	90.00 90.00 180.00	04/17/24	122379
99139		2762	JVA INC JVA #240476-STR LAMAR MAINCAFE JVA#190050 ON CALL WATER PROJ ** PAYMENT TOTAL **	14799 15451 2	4,599.58 2,343.60 6,943.18	0.00 0.00 0.00	4,599.58 2,343.60 6,943.18	04/17/24	122379
99140		2769	AMERICAN DATA GROUP INC QRTLY CASS CERTIFICATION ** PAYMENT TOTAL **	1532 1	597.00 597.00	0.00 0.00	597.00 597.00	04/17/24	122379
99141		2812	COLO DEPT OF PUBLIC HEALTH Landfill- 1st Quarter Report ** PAYMENT TOTAL **	FEJ2421241856 1	2,546.83 2,546.83	0.00 0.00	2,546.83 2,546.83	04/17/24	122379
99142		2821	CHARTER COMMUNICATIONS W/C Cable TV 6 mo 2024 TV SERVICES AT COM BLDG ** PAYMENT TOTAL **	0016640040224 00216650032624 2	110.05 70.60 180.65	0.00 0.00 0.00	110.05 70.60 180.65	04/17/24	122379
99143		2828	VERIZON WIRELESS LLC						

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99144		2880	APRIL-2024 BILLING NITE HAWK ** PAYMENT TOTAL **	9960049691 1	40.01 40.01	0.00 0.00	40.01 40.01	04/17/24	122379
			QUILL CORPORATION LIBRARY-CREDIT MEMO PAPER Library office supplies Library office supplies Library office supplies ** PAYMENT TOTAL **	2293752 37640887 37652276 37945655 4	71.39- 23.12 27.51 71.39 50.63	0.00 0.00 0.00 0.00 0.00	71.39- 23.12 27.51 71.39 50.63	04/17/24	122379
99145		2892	FIVE STAR ADVERTISING INC E911-POLO SHIRTS ** PAYMENT TOTAL **	20290 1	391.84 391.84	0.00 0.00	391.84 391.84	04/17/24	122379
99146		2897	PEAK PUMP SALES INC WA- BoosterStation#2PumpSeals ** PAYMENT TOTAL **	18012 1	816.00 816.00	0.00 0.00	816.00 816.00	04/17/24	122379
99147		2917	COLORADO ANALYTICAL LAB INC WasteWA-WklySewerSamples WasteWA-WklySewerSamples Wastewater-Wkly Sewer Samples ** PAYMENT TOTAL **	240326020 240327032 240403122 3	73.00 68.00 68.00 209.00	0.00 0.00 0.00 0.00	73.00 68.00 68.00 209.00	04/17/24	122379
99148		3001	CORPORATE BILLING LLC EQMAINT- LIGHT STROBE /BELT/CY EQMAINT- LIGHT STROBE /BELT/CY EQMAINT- LIGHT STROBE /BELT/CY ** PAYMENT TOTAL **	XA202009:800:01 XA202010201:01 XA202010267:01 3	248.55 1,294.81 610.68 2,154.04	0.00 0.00 0.00 0.00	248.55 1,294.81 610.68 2,154.04	04/17/24	122379
99149		3034	CITYSERVICEALCON LLC AIRPORT- JET FUEL ** PAYMENT TOTAL **	0753602 1	24,552.07 24,552.07	0.00 0.00	24,552.07 24,552.07	04/17/24	122379
99150		3082	C F MAIER COMPOSITES INC WA-Insurance Claim Well bldg ** PAYMENT TOTAL **	2890001997 1	28,235.00 28,235.00	0.00 0.00	28,235.00 28,235.00	04/17/24	122379
99151		3144	COLORADO LIBRARY CONSORTIUM envisonware-library ** PAYMENT TOTAL **	3177 1	446.20 446.20	0.00 0.00	446.20 446.20	04/17/24	122379
99152		3178	AIRCRAFT SPRUCE & SPECIALTY CO AIRPORT- DOOR SEAL/NOSE STRUT AIRPORT- BRACKETT/ AZUSA WIRE AIRPORT- DOOR SEAL/NOSE STRUT AIRPORT- DOOR SEAL/NOSE STRUT ** PAYMENT TOTAL **	3168014 3176680 5561519 5564900 4	372.40 107.08 92.02 672.88 1,244.38	0.00 0.00 0.00 0.00 0.00	372.40 107.08 92.02 672.88 1,244.38	04/17/24	122379
99153		3229	BRANNAN AGGREGATES ** PAYMENT TOTAL **						

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			Water/WW-Class6RoadBase	364704	2,145.75	0.00	2,145.75		
			Water/WW-Class6RoadBase	364705	2,383.35	0.00	2,383.35		
			** PAYMENT TOTAL **	2	4,529.10	0.00	4,529.10	04/17/24	122379
99154		3257	EMERGENCY NETWORK SECURITY SYSTEMS						
			COM BLDG FINAL PYMT ALARM MONI	8146630	38.85	0.00	38.85		
			** PAYMENT TOTAL **	1	38.85	0.00	38.85	04/17/24	122379
99155		3278	ROCKY MOUNTAIN AIR SOLUTIONS						
			CHLORINE	3051925	6,604.46	0.00	6,604.46		
			** PAYMENT TOTAL **	1	6,604.46	0.00	6,604.46	04/17/24	122379
99156		3305	CENTURYLINK						
			MARCH 2024 BILLING RINGDOWN	300426145-3-24	85.16	0.00	85.16		
			MARCH 2024 BILLING RINGDOWN	300426150-3-24	85.16	0.00	85.16		
			MARCH 2024 BILLING PTS	300426154-3-24	136.46	0.00	136.46		
			MARCH 2024 MAIN BILLING	409283314-3-24	3,146.11	0.00	3,146.11		
			MARCH 2024 MAIN BILLING	409283314-3-24	3,146.11	0.00	3,146.11		
			MARCH 2024 MAIN BILLING	409283314-3-24	3,146.11	0.00	3,146.11		
			MARCH 2024 MAIN BILLING	409283314-3-24	3,146.11	0.00	3,146.11		
			** PAYMENT TOTAL **	7	3,452.89	0.00	3,452.89	04/17/24	122379
99157		3355	AMAZON CAPITAL SERVICES INC						
			File Folders for HR	11K9-PJLR-GPD3	225.00	0.00	225.00		
			stem kits	19WT-TIM3-1FVR	816.16	0.00	816.16		
			office supplies	1CCX-TQF7-RW3P	86.77	0.00	86.77		
			Switch for City/Lib Network	1GMJ-H17C-7VWM	239.99	0.00	239.99		
			File Folders & Legal Folders	1GYC-NFTM-YMWC	64.89	0.00	64.89		
			PD VEHICLE PRINTER	1HFV-PVCW-D63Q	502.31	0.00	502.31		
			PD CASE AND COMP. FOR VEHICLE	1HKK-6M6J-HJ7N	496.41	0.00	496.41		
			desk for telehealth/vlog room	1KGO-4WYI-KCJW	206.07	0.00	206.07		
			Bookshelf & Organizers	1KR3-LJ4D-M9TV	96.98	0.00	96.98		
			dvd from po 44-1114	1NYF-DG6Y-JMKL	15.19	0.00	15.19		
			Office Supplies	1PLQ-364Q-3KDC	8.59	0.00	8.59		
			bags for teens	1PRD-KW6P-Q6CM	29.99	0.00	29.99		
			Fiber Cable for City Network	1VUJ-W3HQ-ITPJ	471.98	0.00	471.98		
			Tools needed for Cam Project	1XNQ-YWYF-H7LV	553.30	0.00	553.30		
			** PAYMENT TOTAL **	14	3,813.63	0.00	3,813.63	04/17/24	122379
99158		3478	SHRED AMERICA COLORADO						
			Fire Op - Shredding Fee	CO86038	28.00	0.00	28.00		
			** PAYMENT TOTAL **	1	28.00	0.00	28.00	04/17/24	122379
99159		3497	THE BADGE GROUP						
			PD COUNSELING FOR FEB & MARCH	7300	200.00	0.00	200.00		
			** PAYMENT TOTAL **	1	200.00	0.00	200.00	04/17/24	122379

City of Lamar  
Payment Register Print

Batch: 0 Period: 04/17/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99160		3547	NORTHWEST SAFETY CLEAN Fire Eq - Rpr Bunker Pant ** PAYMENT TOTAL **	24-45060 1	528.56 528.56	0.00 0.00	528.56 528.56	04/17/24	122379
99161		3556	SOCO MEDICAL DIRECTION PLLC Amb Ops - Med Direction ** PAYMENT TOTAL **	0403245 1	1,500.00 1,500.00	0.00 0.00	1,500.00 1,500.00	04/17/24	122379
99162		3558	ALL AMERICAN SPORTS CENTER BALL BAG ** PAYMENT TOTAL **	AAP007736 1	69.90 69.90	0.00 0.00	69.90 69.90	04/17/24	122379
99163		3721	ALTEC INDUSTRIES INC EQMAINT- BUCKET TRUCK REPAIR ** PAYMENT TOTAL **	51406112 1	2,886.51 2,886.51	0.00 0.00	2,886.51 2,886.51	04/17/24	122379
99164		3723	DIRECTV LLC 2024 DIRECTV SERVICES @AIRPORT ** PAYMENT TOTAL **	035101100X240414 1	92.99 92.99	0.00 0.00	92.99 92.99	04/17/24	122379
99165		3748	TIMBER LINE ELECTRIC& CONTROL WA/WW-SCADA software renewal ** PAYMENT TOTAL **	22203 1	1,617.00 1,617.00	0.00 0.00	1,617.00 1,617.00	04/17/24	122379
99166		3786	CYBERNETICS SAN HDD (2) ** PAYMENT TOTAL **	816885 1	811.00 811.00	0.00 0.00	811.00 811.00	04/17/24	122379
99167		3832	ALBERTS WATER & WASTEWATER SPECIALISTS I Water/WW-Monthly ORC Contract ** PAYMENT TOTAL **	04202413 1	1,863.75 1,863.75	0.00 0.00	1,863.75 1,863.75	04/17/24	122379
99168		3882	MONSON CUMMINS & SHOHET LLC Water/WasteWA-Attorney ** PAYMENT TOTAL **	MARCH-2024 1	3,550.50 3,550.50	0.00 0.00	3,550.50 3,550.50	04/17/24	122379
99169		3911	KIRBY BUILT SALES NORTH GATEWAY BENCH ** PAYMENT TOTAL **	INVKSA5652 1	1,138.99 1,138.99	0.00 0.00	1,138.99 1,138.99	04/17/24	122379
99170		3918	CINTAS CORP LOC #562 MARCH 2024 COMPLEX TOWELS, MOPS MARCH 2024 STREETS TOWELS, MATS MARCH 2024 SANITATION UNIFORMS MARCH 2024 COM BLDGTOWELS, MOPS MARCH 2024 STREETS UNIFORMS MARCH 2024 EQ MAINT TOWELS, MAT MARCH 2024 BLDG MAINT UNIFORMS MARCH 2024 PARKS/CEM UNIFORMS MARCH 2024 ENGINEER MATS	4185324984 4185325246 4185325327 4185325359 4185325361 4185325420 4185325434 4185325438 4185325439	156.86 51.97 121.63 248.33 172.17 112.29 93.27 159.06 14.06	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	156.86 51.97 121.63 248.33 172.17 112.29 93.27 159.06 14.06		

City of Lamar  
Payment Register Print

Batch: 0 Period: 04/17/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			MARCH 2024 ENGINEER UNIFORMS	4185325513	16.45	0.00	16.45		
			MARCH 2024 EQ MAINT UNIFORMS	4185325518	51.32	0.00	51.32		
			MARCH 2024 WATER UNIFORMS	4185325633	137.61	0.00	137.61		
			MARCH 2024 COMPLEX TOWELS, MOPS	4186045532	156.86	0.00	156.86		
			MARCH 2024 STREETS TOWELS, MATS	4186045790	63.76	0.00	63.76		
			MARCH 2024 STREETS UNIFORMS	4186045975	172.17	0.00	172.17		
			MARCH 2024 SANITATION UNIFORMS	4186046040	193.21	0.00	193.21		
			MARCH 2024 COM BLDGTOWELS, MOPS	4186046061	248.33	0.00	248.33		
			MARCH 2024 PARKS/CEM UNIFORMS	4186046136	159.06	0.00	159.06		
			MARCH 2024 ENGINEER MATS	4186046157	14.06	0.00	14.06		
			MARCH 2024 EQ MAINT TOWELS, MAT	4186046180	57.62	0.00	57.62		
			MARCH 2024 BLDG MAINT UNIFORMS	4186046181	93.27	0.00	93.27		
			MARCH 2024 ENGINEER UNIFORMS	4186046253	16.45	0.00	16.45		
			MARCH 2024 EQ MAINT UNIFORMS	4186046274	51.32	0.00	51.32		
			MARCH 2024 WATER UNIFORMS	4186046291	169.33	0.00	169.33		
			MARCH 2024 COMPLEX TOWELS, MOPS	4186769571	156.86	0.00	156.86		
			MARCH 2024 STREETS TOWELS, MATS	4186769994	51.97	0.00	51.97		
			MARCH 2024 SANITATION UNIFORMS	4186770101	131.61	0.00	131.61		
			MARCH 2024 STREETS UNIFORMS	4186770160	172.17	0.00	172.17		
			MARCH 2024 COM BLDGTOWELS, MOPS	4186770169	248.33	0.00	248.33		
			MARCH 2024 PARKS/CEM UNIFORMS	4186770225	159.06	0.00	159.06		
			MARCH 2024 EQ MAINT TOWELS, MAT	4186770241	70.72	0.00	70.72		
			MARCH 2024 ENGINEER MATS	4186770261	14.06	0.00	14.06		
			MARCH 2024 ENGINEER UNIFORMS	4186770281	16.45	0.00	16.45		
			MARCH 2024 BLDG MAINT UNIFORMS	4186770363	93.27	0.00	93.27		
			MARCH 2024 EQ MAINT UNIFORMS	4186770384	51.32	0.00	51.32		
			MARCH 2024 WATER UNIFORMS	4186770420	115.81	0.00	115.81		
			MARCH 2024 COMPLEX TOWELS, MOPS	4187490774	156.86	0.00	156.86		
			MARCH 2024 STREETS TOWELS, MATS	4187491050	63.76	0.00	63.76		
			MARCH 2024 SANITATION UNIFORMS	4187491184	131.61	0.00	131.61		
			MARCH 2024 COM BLDGTOWELS, MOPS	4187491247	248.33	0.00	248.33		
			MARCH 2024 EQ MAINT TOWELS, MAT	4187491309	57.62	0.00	57.62		
			MARCH 2024 ENGINEER MATS	4187491366	14.06	0.00	14.06		
			MARCH 2024 BLDG MAINT UNIFORMS	4187491395	93.27	0.00	93.27		
			MARCH 2024 ENGINEER UNIFORMS	4187491421	16.45	0.00	16.45		
			MARCH 2024 PARKS/CEM UNIFORMS	4187491424	164.31	0.00	164.31		
			MARCH 2024 EQ MAINT UNIFORMS	4187491466	51.32	0.00	51.32		
			MARCH 2024 WATER UNIFORMS	4187491477	154.66	0.00	154.66		
			MARCH 2024 STREETS UNIFORMS	41874941256	172.17	0.00	172.17		
** PAYMENT TOTAL **									48
							5,336.51	04/17/24	122379



Batch: 0 Period: 04/17/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number	
99171		3945	AYRES ASSOCIATES INC COMPREHENSIVE PLAN THRU 3-16 ** PAYMENT TOTAL **	1	20,494.28 20,494.28	0.00 0.00	20,494.28 20,494.28	04/17/24	122379	
99172		3997	FNBO CML Registration-S Mata AIRPORT- FLIP MOP/WASH BRUSH 2024 SAM'S CLUB MEMBERSHIP DUE PD REDACTION PROGRAM PD PACFA LICENSE RENEWAL PD LODGING/TRAINING/CAMPBELL PD LSOFT TECHNOLOGIES UPS SHIPPING File Cabinet Rails CML Restriction - June 18-21 EQMAINT- MK 18 LXT COMBO KIT Lorex Cameras for Pool Cameras Computer Software-Adobe Duffy Hotel Ports to Plains NAME TAG NAME TAGS HOTEL AND REGISTRATION LANDFILL- FRIEDERICHS PIT l12 filters for a/c everywhere Wastewater- UPS Wastewater- UPS *WW Samples Wastewater-UPS Water/WW-Marriot CRWA Conferen PD WATERER FOR SHELTER Wastewater-UPS WW-UPS Shipment CML Registration-D Zavala CML Registration-B Bates CML Registration-K Crespin CML Registration-G Jenkins ** PAYMENT TOTAL **		214233	345.00 47.46 110.00 78.00 460.89 340.76 51.45 169.55 182.05 345.00 549.98 177.98 239.88 1,558.36 18.50 58.74 100.00 809.56 898.08 78.98 48.36 38.96 218.00 323.78 48.42 87.41 295.00 345.00 435.00 295.00 8,755.15	0.00 0.00	345.00 47.46 110.00 78.00 460.89 340.76 51.45 169.55 182.05 345.00 549.98 177.98 239.88 1,558.36 18.50 58.74 100.00 809.56 898.08 78.98 48.36 38.96 218.00 323.78 48.42 87.41 295.00 345.00 435.00 295.00 8,755.15	04/17/24	122379
99173		4334	ANIMAL CARE EQUIP & SERV INC PD 65" SNAPPY SNARES ** PAYMENT TOTAL **	1	100.07 100.07	0.00 0.00	100.07 100.07	04/17/24	122379	
99174		4397	TEST AMERICA LABORATORIES INC Landfill- Well Monitoring J189	30	3,505.00	0.00	3,505.00			

Batch: 0 Period: 04/17/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Met Paid Pay Date	Batch Number
99175		4411	EMPLOYERS COUNCIL	1	3,505.00	0.00	3,505.00	04/17/24	122379
			Membership dues-City's share	1	3,675.00	0.00	3,675.00	04/17/24	122379
			** PAYMENT TOTAL **						

BANK TOTALS : PAYMENTS: 121 VOIDS: 0

361,281.19

Agenda Item No. 1

Council Date: 04/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

INITIATOR: Kristin Schwartz, City Treasurer CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Grants Update
2. Misc.

RECOMMENDATION: None necessary

Agenda Item No. 2

Council Date: 4/22/2024

**CITY CLERK'S REPORT**

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: April 22, 2024

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*RLK*

**CITY ADMINISTRATOR'S REPORT**

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

DATE: April 22, 2024

RCF

- 
1. CML Conference – June 18-21 in Loveland
  2. Coffee with Rob: April 24 @ 7am – Truck Stop
  3. Cornhole Tournament Saturday April 27 at 11:00am at Lamar Elks Lodge
  4. Lamar Chamber 3<sup>rd</sup> Annual Glow Golf Night Tournament
    - Saturday June 8<sup>th</sup> at 4pm at Spreading Antlers Golf Course
  5. No City Council Meeting Monday May 27, 2024 – Memorial Day
  6. Projects Update
  7. Miscellaneous

Agenda Item No. 1

Council Date 4-22-2024

**LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY**

ITEM TITLE: Correction to March 25, 2024 Council Minutes

INITIATOR: City Clerk

CITY ADMINISTRATOR'S REVIEW RCE

ACTION PROPOSED: Approve corrections to March 25, 2024 Council Minutes

STAFF INFORMATION SOURCE: City Clerk

.....  
**BACKGROUND:**

On April 8, 2024 Council Minutes from the March 25, 2024 meeting were submitted for approval and approved during consent agenda unanimously.

Upon completion of the minutes for the April 8, 2024 Council Meeting I found where I used the wrong Council member voting line up due to a copy and paste from a previous version of minutes under new business items 2-5, 7-12, & 14-15.

I have included a copy of the originally submitted minutes with the items highlighted in yellow with the wrong lineup as well as the corrected minutes highlighted in green to show corrections.

**RECOMMENDATION:** Approve the corrections of the March 25, 2024 minutes as submitted.

Wrong

**CITY OF LAMAR**  
**MINUTES OF THE CITY COUNCIL MEETING**  
**March 25, 2024**

The City Council met in a regular session at 7:00 p.m. in the Council Room with Mayor Crespin presiding.

Present: Shalah Mata, Gerry Jenkins, Kirk Crespin, David Zavala, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark

Absent: Joe Gonzales

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**Consent Agenda**

Mayor Crespin asked that Item #2 – Utility Board Minutes be removed and voted on separately due to an error in the packet, the wrong date and minutes were put in the packet. Correct minutes were provided to Council for review.

Councilmember Bates moved and Councilmember Jenkins seconded to approve the consent agenda Items 1, 3, & 4.

**Item #1** – Approval of Council Meeting Minutes – 3/11/24

**Item #3** – Payment of Bills  
General Fund-Vouchers #98810-#98935

**Item #4** – License – Renewals  
a) Hotel & Restaurant Liquor – Mission Villanueva, 100 Savage Ave.  
b) Tavern Liquor – Lamar Lanes, 1704 S. Main St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Councilmember Jenkins moved and Councilmember Mata seconded to approve Item# 2 of the consent agenda,

**Item #2** – Approval of Minutes for Boards and Commissions  
a) Utilities Board – 2/27/2024

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Audience Participation**

None

**City Treasurer Report**

City Treasurer Schwartz reported that we have been awarded the GOCO grant in the amount of \$155,000.00 to be used for the Recreational Master Plan. We will have to wait to begin until we receive the award contract and the notice to proceed.

City Treasurer Schwartz reported that the City has been awarded 1.8 million from the Congressional Directed Spending Grant. Monies will be used towards the engineering, design and environmental work for the wastewater treatment plant project. She stated that we will receive a contract once the funding has been allocated.

City Treasurer Schwartz reported that the City's onsite audit will be April 1-10, 2024.

City Treasurer Schwartz reported that they had a meeting today with the engineer regarding the wastewater treatment plan. They are going to make an application to DOLA to be used as our match towards the CDS grant and have the entire engineering portion of the project funded.

### **City Clerk Report**

None

### **City Administrator Report**

#### *CML Conference*

City Administrator Evans reported that the CML Conference will be June 18-21, 2024 in Loveland.

#### *SECO Senior All Star Games*

City Administrator Evans reported that the Southeast Colorado Senior All Star Games is Saturday, March 30, 2024, 6:00 P.M. at the Lamar Community Building.

#### *Coffee with Rob*

City Administrator announced schedule for Coffee with Rob.

- March 27, 2024 – 7:00 a.m. Brew Unto Others

#### *Project Update*

City Administrator Evans reported on the following:

- a) Dog Park location has been chosen and they will provide additional information in the near future.
- b) Landfill annual state inspection occurred and they passed with 100%, no deficiencies.
- c) Police Department has put one of the new vehicles in service along with the implementation of a new speed limit sign on Oak St.
- d) Fire Department is selling FD Mental Health Awareness Tee-Shirts as a fundraiser, \$5.00 from every shirt goes to Valley Wide Support Services
- e) Library will host an Easter Egg Story Hour on Friday, March 29, 2024 at 10:00 a.m.
- f) Parks & Recreation Easter Egg Hunt is Saturday, March 30, 2024, 9:00 a.m. at Willow Creek Park

#### *Miscellaneous*

Mayor Crespín asked about the CDOT grant for sidewalks on Main St. & Savage Ave. City Treasurer Schwartz stated that yes we have received the IGA on the sidewalks, however it was too late to get on this agenda. She will have it ready for the next agenda and then we will wait for the notice to proceed.



Mayor Crespín asked Community Development Director Crampton for an update on the Comprehensive plan. She stated that they did a community outreach March 5-7, 2024 which included multiple meetings with stakeholder groups. One of the best meetings was at the schools during parent teacher conferences. She also stated that they have a flyer going out with utility billing for an additional survey.

### **Reports and Correspondence from Council**

#### *Water Board Update*

Councilmember Tamez reported that the wells are up from last year and snowpack is at 80% or higher. He also stated that there will be testing throughout the summer for any remaining lead pipes.

#### *PEP Update*

Councilmember Bates asked Tallie Harmon to give a brief report on PEP's annual meeting held on Thursday, March 21, 2024. Awards presented were to the following:  
Tavern 1301 – Rising Star Award  
Reyman's Grocery – Business Longevity Award  
Dee Melgosa – Community Champion Award

#### *LPI Update*

Councilmember Bates reported that LPI had a strategic planning workshop with DOLA on Saturday, March 23, 2024. Both workshop and today's meeting went very well, they are looking forward to working with City Treasurer Schwartz on the next five-year Main St. Mini Grant.

#### *Fire Department*

Councilmember Jenkins asked that everyone keep Engineer Corral in their prayers as him and his family deal with the death of his mother.

#### *Electronic Speed Limit Sign*

Councilmember Jenkins gave a thank you to the VALE Board for helping with the purchase of the electronic speed limit signs for Oak St.

#### *Congressionally Direct Spending*

Mayor Crespín reported that Friday he attended an online meeting with Hickenlooper and Bennett's office regarding the Congressionally Direct Spending monies being offered. Currently they have about 88 million they have to work with and it looks like Lamar may receive about two million towards the wastewater treatment plant. There are still many steps moving forward.

#### *Ark Valley River Basin Authority Board Meeting*

Mayor Crespín reported that on March 5, 2024 there was a Local Leaders Dinner and Reception for the Arkansas Valley River Basin Water Authority Board. Discussion was different aspects of what is happening in the region when it comes to water. In an agricultural area water is gold, it's very valuable and important. There was some information shared concerning the conduit and how it is moving forward.

## **NEW BUSINESS**

### **Public Hearing for a Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event**

Mayor Crespín requested to open Public Hearing at 7:21 p.m.

Councilmember Jenkins moved and Councilmember Zavala seconded to open the public hearing for a Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Mayor Crespín asked if paperwork was in order and premises had been posted and publication given regarding the public hearing. Chief Miller and City Clerk Williams both responded as correct.

Mayor Crespín asked for the Chamber of Commerce members to give an update on their event.

Chamber members provided an update on events for the day, they have also paid security for the event. They have met with the fire department regarding entrance and exits for the event and will be meeting again the day before the event for a final walk thru.

Mayor Crespín asked if there was anyone against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Galan Burnett, 800 S 6<sup>th</sup>, spoke against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Mayor Crespín asked if there were any further comments against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event; none received.

Mayor Crespín asked if there was anyone in favor of the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event other than the Chamber who spoke earlier in the hearing; none received.

Councilmember Jenkins moved and Councilmember Gonzales seconded to close the public hearing for the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event at 7:34 p.m.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Councilmember Bates moved and Councilmember Jenkins seconded to approve Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Sand & Sage Round-Up Wild West Barbecue Committee Request**

Councilmember Jenkins moved and Councilmember Tamez seconded to approve the Sand & Sage Round-Up Wild West Barbecue Committee Request for overnight camping May 9-11, 2024.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Agreement for Law Enforcement and Security Services for Sand & Sage Round-Up Fair Board for the Wild West Cook-Off Contest**

Councilmember Tamez moved and Councilmember Jenkins seconded to approve agreement for Law Enforcement and Security Services for Sand & Sage Round-Up Fair Board for the Wild West Cook-Off Contest

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Colorado Pet Over-Population Fund Grant**

Councilmember Jenkins moved and Councilmember Bates seconded to approve the acceptance of the Colorado Pet Over-Population Fund Grant in the amount of \$11,000.00 and allow electronic submission of acceptance.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Allow Police Department to Apply for the In-Service POST Grant**

Councilmember Jenkins moved and Councilmember Mata moved to approve Police Department to apply for the In-Service POST Grant in the amount of \$8,952.69 for equipment and training subscriptions and allow Chief Miller to sign electronically.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Ports to Plains Update**

Postponed to next regular meeting.

**Accept and Proceed with the 2024 Colorado Department of Public Health & Environment Water Quality Control Division Grant for Lead Service Line Identification Project for Water & Wastewater**

Councilmember Tamez moved and Councilmember Jenkins seconded to accept the award of the 2024 CDPHE Water Quality Control Division Grant in the amount of \$63,000.00 with a \$7,000.00 match to allow the City to proceed with the lead service identification project.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

There is another grant available for the actual lead pipe potholing once the identification has been completed.

**Authorization to Apply for the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging**

Councilmember Tamez moved and Councilmember Jenkins seconded to authorize the submission of the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging in the amount of \$80,480.00 to help with costs of custodian and manager at the Community Resource & Senior Center.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Award Bid 44-044 for Financing for the 2024 Ford F150 for Animal Control**

Councilmember Jenkins moved and Councilmember Zavala seconded to approve and award Bid 44-044 to GN Bank for financing of a 2024 Ford F150 for Animal Control.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Award Bid 44-005 for Financing for the 2024 Ford F150 Command Vehicle for the Fire Department**

Councilmember Jenkins moved and Councilmember Mata seconded to approve and award Bid 44-045 to GN Bank for financing of a 2024 Ford F150 Command Vehicle for the Fire Department.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Professional Services Agreement with SoCO Medical Direction PLLC**

Councilmember Jenkins moved and Councilmember Bates seconded to approve the Professional Services Agreement with SoCO Medical Direction PLLC to provide a new medical director for the Lamar Ambulance Service and authorize the Mayor to sign.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Lamar Main Street Beautification Project – Painting Main Street Light Poles, Wooden Benches, and Trash Cans**

Councilmember Jenkins moved and Councilmember Tamez seconded to approve the Main St. Mini-Grant Proposal in the amount of \$27,500.00 for the painting of light poles, wooden benches and trash cans in the downtown area of Main St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Crampton  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Pending In-Kind Assistance Request**

City Administrator Evans and Community Development Director Crampton would like some possible direction on two separate requests for some in-kind work by the City. First request is possibly helping the Lamar School District with some paving at the new Thunder Stadium. What they are looking at would be paving of parking lot and driveways. The City would do the work and Lamar School District would take care of cost of asphalt materials. In return, to do the upgrades to 14<sup>th</sup> St. with the new stadium going in the School District would again pay for asphalt materials and the City would provide the work.

Second request is possibly helping McClave State Bank with the paving of the alley way that would connect to their drive thru at their new location on 2<sup>nd</sup> and Olive St.

Council provided direction to work out the full details and bring back for review and possible approval.

**Variance Regarding Lot Size for Re-plat at 600 S 2<sup>nd</sup> St. and 308 E. Pearl St.**

Councilmember Mata moved and Councilmember Jenkins seconded to approve Variance regarding lot size for Re-plat at 600 S 2<sup>nd</sup> St. and 308 E. Pearl St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Crampton  
Voting No: Tamez

Mayor Crespin stated "Let the record reflect that all Councilmembers voted with a split vote, motion passes 5-1".

**Variance Regarding Lot Size for Re-plat at 208-209 E. Walnut St. and 900-906 S. 3<sup>rd</sup> St.**



Councilmember Mata moved and Councilmember Jenkins seconded to approve Variance regarding lot size for Re-plat at 600 S 2<sup>nd</sup> St. and 308 E. Pearl St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, **Crampton**  
Voting No: Tamez

Mayor Crespin stated "Let the record reflect that all Councilmembers voted with a split vote, motion passes 5-1".

### **Miscellaneous**

Kolby Brubacher wanted to inform Council and citizens of Lamar the events of the past weekend. Himself along with Tyndan and Treagan Marquez sponsored and hosted a 1<sup>st</sup> annual SECO Senior Basketball event. The event was hosted as a scholarship fundraiser for area seniors. They had 13 schools participate this year and were able to give out \$3,000.00 in scholarships with this first event. They are hoping that the participation will increase in years to come and allow for some further scholarships in the future. He gave a thank to the Lamar Chamber of Commerce along with refs and scorekeepers that volunteered their time for the event and the many others that also volunteered time towards the event.

### **Executive Session – (1) For Discussion with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions regarding Property Issue within the City of Lamar under C.R.S. Section 24-6-402(4)(b) (2) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f)**

Councilmember Jenkins moved and Councilmember Tamez seconded to enter into an executive session – (1) For Discussion with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions regarding Property Issue within the City of Lamar under C.R.S. Section 24-6-402(4)(b) (2) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f)

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Regular meeting recessed and executive session convened at 8:33 p.m.

In attendance during (1) were all of Council called in during roll call, City Attorney, City Administrator.

City Treasurer and City Clerk joined meeting at 9:43 p.m.

City Treasurer and City Clerk left meeting at 10:45 p.m.

Councilmember Jenkins moved and Councilmember Bates seconded that executive session adjourn at 10:52 p.m. and open meeting was reconvened.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Adjournment**

There being no further business to come before the Council, Councilmember Jenkins moved and Councilmember Bates seconded that the meeting adjourn.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

The meeting adjourned at 10:53 p.m.

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Linda Williams – City Clerk

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Kirk Crespín – Mayor

Corrected

**CITY OF LAMAR**  
**MINUTES OF THE CITY COUNCIL MEETING**  
**March 25, 2024**

The City Council met in a regular session at 7:00 p.m. in the Council Room with Mayor Crespín presiding.

Present: Shalah Mata, Gerry Jenkins, Kirk Crespín, David Zavala, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark

Absent: Joe Gonzales

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**Consent Agenda**

Mayor Crespín asked that Item #2 – Utility Board Minutes be removed and voted on separately due to an error in the packet, the wrong date and minutes were put in the packet. Correct minutes were provided to Council for review.

Councilmember Bates moved and Councilmember Jenkins seconded to approve the consent agenda Items 1, 3, & 4.

**Item #1 – Approval of Council Meeting Minutes – 3/11/24**

**Item #3 – Payment of Bills**

General Fund-Vouchers #98810-#98935

**Item #4 – License – Renewals**

- a) Hotel & Restaurant Liquor – Mission Villanueva, 100 Savage Ave.
- b) Tavern Liquor – Lamar Lanes, 1704 S. Main St.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0”.

Councilmember Jenkins moved and Councilmember Mata seconded to approve Item# 2 of the consent agenda,

**Item #2 – Approval of Minutes for Boards and Commissions**

- a) Utilities Board – 2/27/2024

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0”.

**Audience Participation**

None

**City Treasurer Report**



City Treasurer Schwartz reported that we have been awarded the GOCO grant in the amount of \$155,000.00 to be used for the Recreational Master Plan. We will have to wait to begin until we receive the award contract and the notice to proceed.

City Treasurer Schwartz reported that the City has been awarded 1.8 million from the Congressional Directed Spending Grant. Monies will be used towards the engineering, design and environmental work for the wastewater treatment plant project. She stated that we will receive a contract once the funding has been allocated.

City Treasurer Schwartz reported that the City's onsite audit will be April 1-10, 2024.

City Treasurer Schwartz reported that they had a meeting today with the engineer regarding the wastewater treatment plan. They are going to make an application to DOLA to be used as our match towards the CDS grant and have the entire engineering portion of the project funded.

### **City Clerk Report**

None

### **City Administrator Report**

#### *CML Conference*

City Administrator Evans reported that the CML Conference will be June 18-21, 2024 in Loveland.

#### *SECO Senior All Star Games*

City Administrator Evans reported that the Southeast Colorado Senior All Star Games is Saturday, March 30, 2024, 6:00 P.M. at the Lamar Community Building.

#### *Coffee with Rob*

City Administrator announced schedule for Coffee with Rob.

- March 27, 2024 – 7:00 a.m. Brew Unto Others

#### *Project Update*

City Administrator Evans reported on the following:

- a) Dog Park location has been chosen and they will provide additional information in the near future.
- b) Landfill annual state inspection occurred and they passed with 100%, no deficiencies.
- c) Police Department has put one of the new vehicles in service along with the implementation of a new speed limit sign on Oak St.
- d) Fire Department is selling FD Mental Health Awareness Tee-Shirts as a fundraiser, \$5.00 from every shirt goes to Valley Wide Support Services
- e) Library will host an Easter Egg Story Hour on Friday, March 29, 2024 at 10:00 a.m.
- f) Parks & Recreation Easter Egg Hunt is Saturday, March 30, 2024, 9:00 a.m. at Willow Creek Park

#### *Miscellaneous*

Mayor Crespín asked about the CDOT grant for sidewalks on Main St. & Savage Ave. City Treasurer Schwartz stated that yes we have received the IGA on the sidewalks, however it was too late to get on this agenda. She will have it ready for the next agenda and then we will wait for the notice to proceed.

Mayor Crespín asked Community Development Director Crampton for an update on the Comprehensive plan. She stated that they did a community outreach March 5-7, 2024 which included multiple meetings with stakeholder groups. One of the best meetings was at the schools during parent teacher conferences. She also stated that they have a flyer going out with utility billing for an additional survey.

### **Reports and Correspondence from Council**

#### *Water Board Update*

Councilmember Tamez reported that the wells are up from last year and snowpack is at 80% or higher. He also stated that there will be testing throughout the summer for any remaining lead pipes.

#### *PEP Update*

Councilmember Bates asked Tallie Harmon to give a brief report on PEP's annual meeting held on Thursday, March 21, 2024. Awards presented were to the following:  
Tavern 1301 – Rising Star Award  
Reyman's Grocery – Business Longevity Award  
Dee Melgosa – Community Champion Award

#### *LPI Update*

Councilmember Bates reported that LPI had a strategic planning workshop with DOLA on Saturday, March 23, 2024. Both workshop and today's meeting went very well, they are looking forward to working with City Treasurer Schwartz on the next five-year Main St. Mini Grant.

#### *Fire Department*

Councilmember Jenkins asked that everyone keep Engineer Corral in their prayers as him and his family deal with the death of his mother.

#### *Electronic Speed Limit Sign*

Councilmember Jenkins gave a thank you to the VALE Board for helping with the purchase of the electronic speed limit signs for Oak St.

#### *Congressionally Direct Spending*

Mayor Crespín reported that Friday he attended an online meeting with Hickenlooper and Bennett's office regarding the Congressionally Direct Spending monies being offered. Currently they have about 88 million they have to work with and it looks like Lamar may receive about two million towards the wastewater treatment plant. There are still many steps moving forward.

#### *Ark Valley River Basin Authority Board Meeting*

Mayor Crespín reported that on March 5, 2024 there was a Local Leaders Dinner and Reception for the Arkansas Valley River Basin Water Authority Board. Discussion was different aspects of what is happening in the region when it comes to water. In an agricultural area water is gold, it's very valuable and important. There was some information shared concerning the conduit and how it is moving forward.

## **NEW BUSINESS**

### **Public Hearing for a Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event**

Mayor Crespín requested to open Public Hearing at 7:21 p.m.

Councilmember Jenkins moved and Councilmember Zavala seconded to open the public hearing for a Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Mayor Crespín asked if paperwork was in order and premises had been posted and publication given regarding the public hearing. Chief Miller and City Clerk Williams both responded as correct.

Mayor Crespín asked for the Chamber of Commerce members to give an update on their event.

Chamber members provided an update on events for the day, they have also paid security for the event. They have met with the fire department regarding entrance and exits for the event and will be meeting again the day before the event for a final walk thru.

Mayor Crespín asked if there was anyone against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Galan Burnett, 800 S 6<sup>th</sup>, spoke against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Mayor Crespín asked if there were any further comments against the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event; none received.

Mayor Crespín asked if there was anyone in favor of the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event other than the Chamber who spoke earlier in the hearing; none received.

Councilmember Jenkins moved and Councilmember Gonzales seconded to close the public hearing for the Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event at 7:34 p.m.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Councilmember Bates moved and Councilmember Jenkins seconded to approve Special Event Permit for the Lamar Chamber of Commerce Cinco de Mayo Event.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Sand & Sage Round-Up Wild West Barbecue Committee Request**

Councilmember Jenkins moved and Councilmember Tamez seconded to approve the Sand & Sage Round-Up Wild West Barbecue Committee Request for overnight camping May 9-11, 2024.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Agreement for Law Enforcement and Security Services for Sand & Sage Round-Up Fair Board for the Wild West Cook-Off Contest**

Councilmember Tamez moved and Councilmember Jenkins seconded to approve agreement for Law Enforcement and Security Services for Sand & Sage Round-Up Fair Board for the Wild West Cook-Off Contest

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Colorado Pet Over-Population Fund Grant**

Councilmember Jenkins moved and Councilmember Bates seconded to approve the acceptance of the Colorado Pet Over-Population Fund Grant in the amount of \$11,000.00 and allow electronic submission of acceptance.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Allow Police Department to Apply for the In-Service POST Grant**

Councilmember Jenkins moved and Councilmember Mata moved to approve Police Department to apply for the In-Service POST Grant in the amount of \$8,952.69 for equipment and training subscriptions and allow Chief Miller to sign electronically.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Ports to Plains Update**

Postponed to next regular meeting.

**Accept and Proceed with the 2024 Colorado Department of Public Health & Environment Water Quality Control Division Grant for Lead Service Line Identification Project for Water & Wastewater**

Councilmember Tamez moved and Councilmember Jenkins seconded to accept the award of the 2024 CDPHE Water Quality Control Division Grant in the amount of \$63,000.00 with a \$7,000.00 match to allow the City to proceed with the lead service identification project.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

There is another grant available for the actual lead pipe potholing once the identification has been completed.

**Authorization to Apply for the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging**

Councilmember Tamez moved and Councilmember Jenkins seconded to authorize the submission of the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging in the amount of \$80,480.00 to help with costs of custodian and manager at the Community Resource & Senior Center.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Award Bid 44-044 for Financing for the 2024 Ford F150 for Animal Control**

Councilmember Jenkins moved and Councilmember Zavala seconded to approve and award Bid 44-044 to GN Bank for financing of a 2024 Ford F150 for Animal Control.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Award Bid 44-005 for Financing for the 2024 Ford F150 Command Vehicle for the Fire Department**

Councilmember Jenkins moved and Councilmember Mata seconded to approve and award Bid 44-045 to GN Bank for financing of a 2024 Ford F150 Command Vehicle for the Fire Department.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates  
Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Professional Services Agreement with SoCO Medical Direction PLLC**

Councilmember Jenkins moved and Councilmember Bates seconded to approve the Professional Services Agreement with SoCO Medical Direction PLLC to provide a new medical director for the Lamar Ambulance Service and authorize the Mayor to sign.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, **Bates**

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Lamar Main Street Beautification Project – Painting Main Street Light Poles, Wooden Benches, and Trash Cans**

Councilmember Jenkins moved and Councilmember Tamez seconded to approve the Main St. Mini-Grant Proposal in the amount of \$27,500.00 for the painting of light poles, wooden benches and trash cans in the downtown area of Main St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, **Bates**

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Pending In-Kind Assistance Request**

City Administrator Evans and Community Development Director Crampton would like some possible direction on two separate requests for some in-kind work by the City. First request is possibly helping the Lamar School District with some paving at the new Thunder Stadium. What they are looking at would be paving of parking lot and driveways. The City would do the work and Lamar School District would take care of cost of asphalt materials. In return, to do the upgrades to 14<sup>th</sup> St. with the new stadium going in the School District would again pay for asphalt materials and the City would provide the work.

Second request is possibly helping McClave State Bank with the paving of the alley way that would connect to their drive thru at their new location on 2<sup>nd</sup> and Olive St.

Council provided direction to work out the full details and bring back for review and possible approval.

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Councilmember Mata moved and Councilmember Jenkins seconded to approve Variance regarding lot size for Re-plat at 600 S 2<sup>nd</sup> St. and 308 E. Pearl St.

Voting Yes: Mata, Jenkins, Crespin, Zavala, **Bates**

Voting No: Tamez

Mayor Crespin stated "Let the record reflect that all Councilmembers voted with a split vote, motion passes 5-1".

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Councilmember Mata moved and Councilmember Jenkins seconded to approve Variance regarding lot size for Re-plat at 600 S 2<sup>nd</sup> St. and 308 E. Pearl St.

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Voting No: Tamez

Mayor Crespin stated "Let the record reflect that all Councilmembers voted with a split vote, motion passes 5-1".

### **Miscellaneous**

Kolby Brubacher wanted to inform Council and citizens of Lamar the events of the past weekend. Himself along with Tyndan and Treagan Marquez sponsored and hosted a 1<sup>st</sup> annual SECO Senior Basketball event. The event was hosted as a scholarship fundraiser for area seniors. They had 13 schools participate this year and were able to give out \$3,000.00 in scholarships with this first event. They are hoping that the participation will increase in years to come and allow for some further scholarships in the future. He gave a thank to the Lamar Chamber of Commerce along with refs and scorekeepers that volunteered their time for the event and the many others that also volunteered time towards the event.

### **Executive Session – (1) For Discussion with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions regarding Property Issue within the City of Lamar under C.R.S. Section 24-6-402(4)(b) (2) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f)**

Councilmember Jenkins moved and Councilmember Tamez seconded to enter into an executive session – (1) For Discussion with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions regarding Property Issue within the City of Lamar under C.R.S. Section 24-6-402(4)(b) (2) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. Section 24-6-402(4)(f)

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

Regular meeting recessed and executive session convened at 8:33 p.m.

In attendance during (1) were all of Council called in during roll call, City Attorney, City Administrator.

City Treasurer and City Clerk joined meeting at 9:43 p.m.

City Treasurer and City Clerk left meeting at 10:45 p.m.

Councilmember Jenkins moved and Councilmember Bates seconded that executive session adjourn at 10:52 p.m. and open meeting was reconvened.

Voting Yes: Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

**Adjournment**

There being no further business to come before the Council, Councilmember Jenkins moved and Councilmember Bates seconded that the meeting adjourn.

Voting Yes: Mata, Jenkins, Crespín, Zavala, Tamez, Bates

Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 6-0".

The meeting adjourned at 10:53 p.m.

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Linda Williams – City Clerk

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Kirk Crespín – Mayor



Agenda Item No. 2

Council Date 4-22-2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Schedule Public Hearing for a New Retail Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291

INITIATOR: Linda Williams

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve the scheduling of a Public Hearing for New Retail Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291

STAFF INFORMATION SOURCE: City Clerk

**BACKGROUND:**

Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291 located at 1303 S. Main St. has submitted application for a New Retail Fermented Malt Beverage & Wine Liquor License to sell Malt Beverages & Wine for off premise consumption. They began process of license in May 2023. After a very lengthy time frame of requesting corrected documents and receiving proof of fingerprints and payment final document requirements received April 17, 2024.

C.R.S. 44-3-311 states that upon receipt of an application, except an application for renewal or for transfer of ownership, the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than ten days prior to such hearing. Public notice shall be given by the posting of a sign in a conspicuous place on the premises for which application has been made and by publication in a newspaper of general circulation in the county in which the premises are located.

**RECOMMENDATION:**

Approve the setting of public hearing date for Application of New Retail Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291 on May 13, 2024. Direct that City staff post the proposed location at 1303 S. Main St. Lamar, Colorado and publish proper notice in the local paper as required by Law.

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Display and Services Agreement with Tri-State Fireworks  
INITIATOR: Chief Burkhart CITY ADMINISTRATOR'S REVIEW: RCB

ACTION PROPOSED: Have Mayor Crespin Sign the agreement to proceed  
STAFF INFORMATION SOURCE: Tri-State Fireworks, Joe Diaz

BACKGROUND:

The Lamar Fire Department has received the Display and Services Agreement for the 4<sup>th</sup> of July display as well as the August 10th Rodeo display from Tri-State Fireworks. It outlines the Purchase of a \$12,000, and \$3,000 fireworks show respectively to be delivered by Tri-State and displayed by Lamar Fire Department.

RECOMMENDATION:

Have council authorize Mayor Crespin to sign the agreement.

## DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "Agreement" made and entered into this 29th day of March, by and between Tri-State Fireworks, Inc. P.O. Box 31 Brighton, CO 80601 (hereinafter referred to as "SELLER) and:

City of Lamar Fire and Emergency Services  
102 E Parmenter St  
Lamar, CO 81052

(hereinafter referred to as "BUYER")

SELLER agrees to deliver display fireworks product and electronic equipment for the execution of fireworks display's to be held on:

July 4, 2024 and August 10, 2024

At the following location: Prowers County Fair Grounds  
2206 Saddle Club Dr.  
Lamar, CO 81052

1. **POSTPONEMENT/CANCELLATION:** In the event of early termination by the BUYER or Inclement Weather, (generally excessive wind and/or precipitation) an alternate date during the 2024 calendar year is to be designated by BUYER and agreed upon by SELLER, at the same place set forth herein above. It is agreed and understood by and between the parties hereto that BUYER shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event BUYER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, BUYER shall have the exclusive right and option to postpone the starting time of the display and/ or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. In the event the display cannot be postponed to an alternate date within the calendar year, SELLER shall have the right to retain, forty percent (40%) of the total contract price per display for expenses incurred and services rendered.

2. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER and BUYER. The BUYER agrees to provide a complete list of additional insured to be named on the certificate.

3. **EQUIPMENT:** SELLER and BUYER shall each provide a representative to inspect the condition of the electronic firing equipment and to identify any pre existing damage; BUYER shall be responsible for the repair of any damage to property caused by the negligence of the BUYER.

4. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: Adequate security personnel, barricades, ropes with flags, etc., to barricade all closed areas to spectators; sufficient space to be clear and free of all persons except those expressly authorizes or put in place by BUYER.

5. **PREPARATION OF DISPLAY:** BUYER shall be responsible for all aspects of the setup and operation of the display and shall determine the placement and arrangement of

fireworks display devices, spectator viewing areas, and any and all equipment involved with the pyrotechnic display to ensure the highest degree of show integrity and shall have sole discretion over placement necessitated by applicable federal, state, local safety, fire or other regulations.

6. **COMPENSATION:** Compensation shall be made to the SELLER in the Fifteen Thousand Dollars. Twelve Thousand Dollars (\$12,000.00) for the July 4, 2024 Display and Three Thousand Dollars (\$3,000.00) for the August 10, 2024 Fair. Payment for the displays are **due on delivery of the fireworks product**. Unpaid accounts are subject to one and one half percent (1 1/2%) interest charge per month after fifteen days. All state or local sales tax are payable by the BUYER.

7. **INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons contracted by SELLER for and against all losses, damages, demands, costs, claims, suits and other related actions or proceedings of whatever nature or kind resulting from damages or injury arising in any way out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, resulting from any source other than one the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph two of this agreement above.

8. **FORCE MAJEURE:** Subject to the provisions of paragraph one above, any failure or omission of SELLER under this Agreement due to an act of GOD, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of SELLER, or force majeure will not constitute a breach or default under this agreement.

9. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable or in any such provision is waived or not enforced by any party hereunder, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER, This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Colorado, as they may exist from time to time.

10. **ATTORNEY FEES:** If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

TRI-STATE FIREWORKS, INC.

"SELLER"

By:  \_\_\_\_\_

LAMAR/PROWERS COUNTY VOLUNTEER  
FIRE DEPARTMENT

"BUYER"

By: \_\_\_\_\_

**LAMAR CITY COUNCIL**  
**AGENDA ITEM COMMENTARY**

ITEM TITLE: Appointments to Parks and Recreation Advisory Board

INITIATOR: Anthony LaTour, Parks & Recreation Director

CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Appoint Members to Parks & Recreation Advisory Board

STAFF INFORMATION SOURCE: Parks & Recreation Director & Advisory Board

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**BACKGROUND:** Staff is in the process of filling the current vacancies on the Parks and Recreation Advisory Board.

City Council Policy and Procedure manual requires that all vacancies on Boards and Commissions be advertised in the local media. The positions were advertised as directed.

Two applications were received (Please refer to Attachments A and B).

**RECOMMENDATION:** The Lamar Parks & Recreation Advisory Board is recommending the appointment of Kelli Gaines to a (3) three-year term which will expire February 1, 2027 and appointment of Gabriel Benabides to a (3) three-year term that will expire February 1, 2027.

RECEIVED

JUN 09 2023

CITY OF LAMAR, COLORADO

RETURN TO: City Administrator's Office  
102 East Parmenter  
Lamar, CO 81052-3299PERSONAL INFORMATION FORM FOR  
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission:

Parks &amp; Rec

1. Name: Kelli Gaines  
(First) (Middle) (Last)2. Present Address: 6 Highland Str  
(Street and Number)Lamar CO 81052  
(City) (State) (Zip Code)3. Telephone Number: (719) 688-2105  
(Home) (Business)4. E-mail Address Kgaines@bresnan.net5. City Resident:  Yes  No If so, how long? 22 years6. Occupation: College staff7. Education Background: B.S. & M.S.8. Are there any reasons you may have a conflict of interest if you were appointed to this Board or Commission?  Yes  No If yes please explain?

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission?

I am a resident of Lamar & passionate about this community - I have served on this board 10+ years prior to Covid.10. Why do you desire to serve on this Board or Commission? Input & involvement is an important component of a thriving community.11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I will use my skills & abilities to listen & do the work that is needed.DATE: 6/8/2023SIGNATURE: Kelli Gaines



RECEIVED

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CITY OF LAMAR, COLORADO

RETURN TO: City Administrator's Office  
102 East Parmenter  
Lamar, CO 81052-3299

PERSONAL INFORMATION FORM FOR  
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Recreation Advisory Board

1. Name: Gabriel Fernando Benabides  
(First) (Middle) (Last)

2. Present Address: 1808 South 8th  
(Street and Number)  
Lamar Colorado 81052  
(City) (State) (Zip Code)

3. Telephone Number: (720) 815-8065  
(Home) (Business)

4. E-mail Address benabides2820@gmail.com

5. City Resident:  Yes  No If so, how long? Multiple years

6. Occupation: Child Welfare Social Worker

7. Education Background: B.A. Psychology, A.S. Sciences

8. Are there any reasons you may have a conflict of interest if you were appointed to this Board or Commission?  Yes  No If yes please explain?

[Empty box for conflict of interest explanation]

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission?

Personal experience in the community working with a diverse group of people. Additionally I served as the 5th and 6th grade (boys and girls) basketball league Manager for the Recreation department in 2024.  
As a long time member of the community I have bonds with different individuals in different sectors of life and ...

10. Why do you desire to serve on this Board or Commission?

Personally I have a young child that participates in many different recreation based activities in the community and believe that having a direct hand in relation to these events, I would not be able to further his enjoyment but also all those who participate in our community.

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission?

As a Liaison with multiple groups of people. My background in sports has allowed me to have the privilege in developing and maintaining relationships with a large diverse population.  
I try to live my life with the tenants of: courteous, integrity, perseverance, and self control which allows ...

DATE: 04/18/2024

SIGNATURE: [Signature] Signed at: 2024-04-18 09:02:53

Agenda Item No. 5

Council Date: April 22, 2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Allen Aviation Commercial Lease Agreement Renewal

INITIATOR: Patrick Mason

CITY ADMINISTRATOR'S REVIEW: R(E)

ACTION PROPOSED: Approve Renewal of Current Lease Agreement For 1 Year

STAFF INFORMATION SOURCE: Patrick Mason, Public Works, Rob Evans, City Administrator

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BACKGROUND:

Cody Allen of Allen Aviation has requested the renewal of the current agreement to lease space at the Southeast Colorado Regional Airport to operate his Part 145 Repair Station for Aviation Electronics and Services. The current lease agreement requires a month to month lease payment of \$500 due the first day of each month. The renewed lease agreement will expire on March 31, 2025

Staff along with the Airport advisory Board would recommend renewing the current agreement for another year.

RECOMMENDATION: Approve the renewal of the current lease agreement or other action as Council deems appropriate.



**HANGAR LEASE AGREEMENT  
SOUTHEAST COLORADO REGIONAL AIRPORT**

This Hangar Lease Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lamar, a Colorado Home Rule Municipality, whose address is 102 E. Parmenter St., Lamar, CO 81052, hereinafter called and referred to as “Lessor”, and Allen Aviation, LLC/Cody Allen, whose address is of 29797 County Road MM, McClave, Colorado, hereinafter called and referred to as “Lessee”, being the user of an aircraft hangar belonging to and located at the City of Lamar, Colorado Municipal Airport, hereby expressly acknowledge that the terms and conditions of said Lessee’s use of said aircraft Commercial or T-hangar are as follows, to-wit:

**WHEREAS**, the Lessor owns and operates an airport known as Southeast Colorado Regional Airport and Lessee is desirous of leasing from the Lessor a hangar on the airport, hereinafter more fully described; and

WHEREAS, the Lessor is desirous to lease to Lessee and Lessee is desirous of leasing from the Lessor, a set footage of space in the Commercial Hanger to operate an electronic repair shop for customers in said hanger; and

**WHEREAS**, the Lessee agrees that this Lease is dependent upon the Lessee’s compliance with all terms and conditions herein this Lease; and

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises and rights on and to the airport upon the following terms and conditions.

1. **Description of the Leased Premises.** Lessor shall hereby lease to Lessee 1600 square feet (SF) of the Commercial Hangar Space located at 3652 CR GG 2, Lamar, Colorado, (hereinafter known as the “Premises”).
2. **Use of the Leased Premises.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for only the following use and purpose: Part 145 Repair Station, for Aviation Electronics or Avionics Services repairs, maintenance, and installation. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.
3. **Term of the Lease.** The term of this Lease shall be from April 1, 2024 and expiring on March 31, 2025. If the Lessee intends to enter into a new Lease with the Lessor, Lessee shall notify the Lessor thirty (30) days prior to the expiration of the Lease.
4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises and rights herein described a monthly rent of Five Hundred Dollars (\$500.00), on a month-to-month basis commencing on the 1<sup>st</sup> day of April, 2024 and shall continue thereafter until the 31st day of March, 2025 paid on the first day of each month, which fee shall be due and payable, without notice, on the first day of each month at the office of the

City Clerk, 102 E. Parmenter Street, Lamar, Colorado. In the event any payment required hereunder is not made within ten (10) days after the payment due date, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee. Additionally, if the Lessee use of the property exceeds the allotted and permitted 1600 square feet of the Premises, with the consent of the Lessor, then the Lessee shall pay, in addition to the monthly rent, the current day rate for the amount of extra area used by the Lessee.

5. **Delinquent Rentals.** There shall be added to all sums due Lessor and unpaid, an interest charge of five percent (5%) of the principal sum for each calendar month of delinquency, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is ten (10) days overdue, however such interest when assessed thereafter, shall be computed from the date due.
6. **Security Deposit.** Lessee shall pay a security deposit of Five Hundred Dollars \$500.00 for cleaning, damage and unpaid rent equal to one month's rent. Upon termination of the Lease Agreement, Lessor shall inspect the premises. The condition of the premises shall be noted with a copy to the Lessee. The cost of cleaning, repairs and unpaid rent(s) for the hangar space shall be deducted from the Security Deposit and the balance (if any) shall be returned to the Lessee. The Lessor may retain all or such portions of the security deposit for rent, accrued interest, late payment penalty or damages. Lessor shall provide Lessee with a statement of damages and/or reasons any part or all of the security deposit is being retained within sixty (60) days of the termination of the Lease. The balance of the deposit, if any, shall be returned with the statement. The Lessee's mailing address shall be to the above address unless Lessor is notified in writing of a different address.
7. **Utilities.** Except for the Commercial Hanger, the Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor.
8. **Lessee Covenants and agrees to the following Hangar Use Conditions.**
  - a. The Hangar Space shall be used primarily for Aviation Electronics or Avionics Services repairs, maintenance, and installation.
  - b. Lessee shall not store gasoline, solvents, explosives, flammable paints or other flammables in the Hangar Space without the prior written approval of the Lessor. The parties agree that the Lessee shall use required safety containers or other safety measures should be followed by Lessee as a condition of such approval. Under no conditions will the hangar be used for the storage of any sort of hazardous materials, flammable materials, toxic materials, or other such substances.

- c. Lessee shall take any and all steps necessary to ensure that the performance of any and all Aviation Electronics or Avionics Services repairs, maintenance, and installation work within the Hangar shall not damage the Hangar Space or other aircrafts.
- d. Lessee shall keep the Hangar Space clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.
- e. Lessee shall not remove or move any other aircrafts in the Hangar, without prior consent from the Lessor. If the Lessee requires an aircraft to be moved the Lessee shall notify the Lessor and Lessor shall move such aircraft. Lessee shall be liable if Lessee damages any other aircraft or property.
- f. Lessee shall only perform work on client customer aircrafts.
- g. Lessee shall coordinate with the Lessor all use of the Hangar to avoid any interference with any and all other aircraft owners.
- h. Lessee shall ensure that prior to leaving the Premises that all Hanger doors are closed and the appropriate access points are locked. In the event of a door malfunction, Lessee shall shut the switch off immediately and discontinue operation of the door, and immediately notify Lessor or its agent.
- i. Lessee shall not use any high wattage electrical equipment, heat lamps or machinery in or about the Hangar, or modify existing wiring or install additional outlets, fixtures or the like therein, unless authorized in writing by Lessor.
- j. Lessee shall not impede other owners access to their aircrafts and aeronautical content. Lessee shall not disturb any other aircrafts, aeronautical content or other items not belonging to the Lessee. Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other occupants or lessees of the building.
- k. Lessee shall not perform any mechanical maintenance on aircrafts that exceed the Lessee's authorized Aviation Electronics or Avionics Services repairs, maintenance and installation and shall not in anyway offer services that are offered by the Lessor or in anyway complete with services offered by the Lessor.
- l. Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

- m. Aircraft owner shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Hangar without the prior written permission of the Lessor.
- n. Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises. Lessee will not engage in any illegal trade activity on or about the Premises
- o. Lessee shall not park or leave any aircraft on the taxi lane or on the ramp area adjacent to the Hangar door in a manner which unduly interferes with or obstructs access to the Hanger or adjacent Hangars.
- p. Lessee shall, within thirty (30) days of the execution of this Lease, purchase and maintain an ABC dry chemical or halon type fire extinguisher and install the same with a bracket to the wall of the Hangar on the wall immediately below the Hangar light switch.
- q. In utilizing the Hangar Space, Lessee agrees to and shall comply with all current and future applicable statutes, ordinances, resolutions, rules and regulations established by any federal, state, or local government agency, or by the City of Lamar and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures prescribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's Aircraft. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building.
- r. The Lessee shall not allow any pets or animals to be on the Premises during the term of this Lease.
- s. Only the Lessee and Lessee's employees may be permitted to have vehicles inside the gated area. All customers, visitors, invitees and guests must have vehicles parked in the airport parking lot and enter through the airport terminal. Lessee and Lessee's employees shall not allow any other person access to the gated area through any other access point other than the airport terminal.
- t. Upon termination of this Agreement, Lessee shall immediately surrender possession of the Hangar Space and shall immediately remove any and all personal property therefrom, leaving the Hangar Space in the same condition as when received, ordinary wear and tear excepted.

**9. Nonexclusive Rights.** Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the designated Premises as defined herein and may use the common areas of the airport.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- d. Such nonexclusive right shall allow the Lessee and Lessee's employees only to access the gated area and only the Lessee and Lessee's employees may be permitted to have vehicles inside the gated area. Lessee acknowledges and agrees that all customers, visitors, invitees and guests must have vehicles parked in the airport parking lot and must enter through the airport terminal.

**10. Maintenance.** The Lessee shall be responsible to keep the hangar in a clean, neat, and safe condition. The Lessee shall report any Hangar Maintenance requirements, on a timely basis, to the Lessor. The Lessor will maintain and repair the Hangar, associated appurtenances, and the surrounding land in a safe, useful, and orderly condition.

**11. Airport Development.** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building or Lessee's designated Premises, the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- a. The Lessor will provide the Lessee with written notice at least sixty (60) days prior to said removal and/or relocation, and
- b. The Lessor shall, at Lessor's sole discretion, relocate the Lessee's building or Premises to a new location on the airport.

**12. Occupants.** No person or entity may occupy the hangar of the Lessee except the Lessee and Lessee's employees and agents, without the prior written consent of the Lessor.

**13. Insurance.**

- a. The Lessee will provide and maintain Employer Liability Insurance that covers Commercial General Liability, personal liability and property damage insurance as a tenant, at least to the limits of One Million Dollars (\$ 1,000,000.00) for each accident and TWO MILLION DOLLARS (\$2,000,000)

aggregate, that will designate the Lessor as an “also named insured” or “additionally insured”, and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

- b. Such liability and other insurance policies as set forth below that will provide protection from claims that may arise out of or result from Lessee’s use and occupancy of the Premises and Lessee’s other obligations under the this Agreement, whether it is to be performed or furnished by Lessee, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any work, or by anyone for whose acts any of them may be liable:
- i. Lessee shall maintain worker’s compensation insurance as required under Colorado Workers’ Compensation Laws, to cover obligations imposed by applicable laws for any employee engaged in the performance of any work under this Agreement.
  - ii. Commercial General Liability insurance policy shall be applicable to all premises and operations related to Lessee’s work. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
  - iii. The policy shall include as additional insureds Lessor and the employees and any and all agents of Lessor. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under any such policy.
  - iv. The Lessee’s insurance shall be primary insurance, and any insurance carried by Lessor, its officers, or its employees, or carried by or provided through any insurance pool of Lessor, shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy required above.
  - v. Failure on the part of the Lessee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Lessor may immediately terminate this Agreement, or at its discretion, Lessor may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Lessor shall be repaid by Lessee to Lessor upon demand. The policies required herein shall not be cancelled, materially changed or renewal refused until at least thirty days’ prior written notice has been given to Lessor and Lessee and to each other additional insured.
  - vi. The parties hereto understand and agree that Lessor is relying on, and does not waive or intend to waive by any provision of this Agreement or any other rights, immunities, and protections provided by the

Colorado Governmental Immunity Act, § 24 10 101 et seq., C.R.S., as from time to time amended, or otherwise available to Lessor, its officers or its employees.

- vii. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

**14. Licenses and Permits.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**15. Indemnification/Hold Harmless.**

- a. Lessee shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from Lessee's performance. Lessee shall, to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold harmless Lessor, its agents, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Lessor or any other party indemnified hereunder to the extent caused by or based upon Lessee's use and occupancy of the Premises. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:
  - i. Theft or burglary in or about the premises;
  - ii. Delay or interruption in any utility service from any cause whatsoever;
  - iii. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
  - iv. Any injury to any person or damage to any property;
  - v. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair; or

- vi. any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

**16. Condition of Premises.** Lessee shall accept the Hangar Space in its present condition without any liability of obligation on the part of Lessor (except for routine maintenance) to make any alterations, improvements or repairs of any kind within or to the Hangar Space.

**17. Right of Entry and Inspect.** Lessor shall have the right of entry upon the premises leased to Lessee at reasonable times for any purpose necessary, incidental to, or connected with the performance of the Lessee's obligations under this Agreement or in the exercise of Lessor's duties and responsibilities as Lessor. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement, or to the operation of the airport.

**18. Default.**

- a. The failure of the Lessee to fulfill any of the obligations or responsibilities, or perform any of the duties of Lessee required under the provisions of this Agreement shall be considered a default. Lessee shall be deemed in default upon, but not limited to:
  - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
  - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
  - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
  - iv. The making of an assignment for the benefit of creditors.
- b. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after thirty (30) days written notice of the default, Lessor shall have the right to terminate this Agreement and to remove any and all of Lessee's property from the hangar space, using such force as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available in law or equity.

**19. Effect of Default.** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.



- a. *Remedies.* Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- b. *Restoration of Property.* Upon termination of this Lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.
- c. *Non-waiver.* Any intentional or unintentional waiver by the Lessor of any violation of this Lease by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

**20. Condition of Premises/inspection by Lessee.** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

**21. Amendments.** It being expressly understood that the usage of Hangar space herein allowed is under the direction and control of the City Council of the City of Lamar, Colorado, the interest afforded to Lessee in Hangar Space hereunder is a revocable permit, all terms and conditions of which may be amended, at any time, and without notice, in the sole discretion of the Airport Board of the City of Lamar, Colorado.

**22. Subordination Clause.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Colorado relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Colorado.

**23. National Emergency.** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Colorado and/or the United States Government. During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same

by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

- 24. Termination.** Either party to this Agreement shall have the right to terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party.
- 25. Sublet/Assignment.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor
- 26. Signs.** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.
- 27. Arbitration.** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute by the arbitrator(s) shall be final and binding on the parties.
- 28. Severability.** This Lease shall be construed under the laws of the State of Colorado. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contain in the valid remaining covenants, conditions and provisions of the Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.
- 29. Notices.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested. Notices shall be deemed to have been given on the date of receipt as shown on the return receipt. All notices required to be given to Lessor and Lessee hereunder shall be in writing and sent by certified mail to:
- |                           |                             |
|---------------------------|-----------------------------|
| City of Lamar, Lessor     | Allen Aviation, LLC, Lessee |
| Pat Mason,                | Cody Allen                  |
| 102 East Parmenter Street | 29797 County Road MM        |
| Lamar, Co 81052           | McClave, Co 81057           |
- 30. Successors Bound.** This Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.
- 31. Waiver.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.
- 32. Governing Law.** This Lease shall be governed by the laws of the State of Colorado.

**33. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature on this Agreement that is delivered by facsimile or electronic transmission shall be binding upon the signatory in the same manner as the delivery of an original signature.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

LESSOR:

CITY OF LAMAR  
a Colorado Home Rule Municipality

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Kirk Crespín, Mayor

Attest:

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Linda Williams, City Clerk  
City of Lamar

LESSEE:

ALLEN AVIATION, LLC

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Cody Allen, Member/Owner

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Motion to Ratify Council Approval to Apply for SECOG 2024 Technical Assistance Grant to help with expenses of sod and sprinkler system at the Dog Park at North Gateway Park

INITIATOR: Kristin Schwartz, Tess Camp

CITY ADMINISTRATOR'S REVIEW RCE

ACTION PROPOSED: Motion to Ratify Council Approval to Apply for SECOG 2024 Technical Assistance Grant

STAFF INFORMATION SOURCE: Kristin Schwartz, Tess Camp, & City Clerk

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**BACKGROUND:** SECOG has opened up the application process for the 2024 Technical Assistance Grant due by April 5, 2024.

City of Lamar would like to apply for the 2024 Technical Assistance Grant in the amount of \$5,000.00 to help with expense of sod and sprinkler system for Dog Park at North Gateway Park. Cost of the project is \$16,273.00 with balance of \$11,273.00 coming from inkind labor, previous fencing purchase and Conservation Trust Fund monies.

SECOG grant application and phone poll attached.

**RECOMMENDATION:** Approve a Motion to ratify Council approval to apply for the SECOG 2024 Technical Assistance Grant.

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**MEMORANDUM**

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**TO:** CITY COUNCIL

**FROM:** LINDA WILLIAMS, CITY CLERK

**SUBJECT:** PHONE POLL FOR COUNCIL APPROVAL TO APPLY FOR SECOG 2024 TECHNICAL ASSISTANCE GRANT TO HELP WITH THE EXPENSE OF SOD AND SPRINKLER SYSTEM FOR DOG PARK AT NORTH GATEWAY PARK

**DATE:** APRIL 5, 2024

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The results of the phone poll for Council approval to apply for SECOG 2024 Technical Assistance Grant to help with expense of sod and sprinkler system for Dog Park at North Gateway Park.

<u>Council Member</u>	<u>Yes</u>	<u>No</u>
Kirk Crespín	8:31 a.m.	_____
Shala Mata	10:10 a.m.	_____
Manuel Tamez	8:38 a.m.	_____
David Zavala	8:40 a.m.	_____
Gerry Jenkins	8:35 a.m.	_____
Brent Bates	8:30 a.m.	_____
Joe Gonzales	8:37 a.m.	_____

Thank you.

Linda Williams, City Clerk



## **SOUTHEAST COUNCIL OF GOVERNMENTS 2024 TECHNICAL ASSISTANCE GRANT APPLICATION**

Funded by the Southeast Council of Governments  
in cooperation with the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program

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SECOG is soliciting proposals for technical assistance projects from its membership. A total of \$120,000 is available to fund 2024 technical assistance projects for dues paying members only, which amounts to a total of \$20,000 per county.

This Grant Application Package contains the following:

- ◆ 2024 Technical Assistance Grant Guidelines
- ◆ 2024 Technical Assistance Grant Application Form

Applications for SECOG's Technical Assistance Grant Program are **due by 5:00 p.m. on Friday, March 22, 2024. All grant applicants will be required to make a five-minute presentation at the April 24, 2024 SECOG meeting at the Southeast Colorado Enterprise Development Office, Lamar, CO.** The SECOG Board will make funding recommendations at that meeting. Projects will be notified of decisions on April 25, 2024 and required to sign an MOU with SECOG. Projects will be allowed to commence on May 1, 2024, or as soon as you return the signed MOU and will be required to be completed by March 31, 2025. This is a reimbursement grant program and funds can be paid to grantees on a dollar for dollar cash match basis as the project progresses.

### **EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**

**\*\*\* \$10,000 total project cap on all projects (\$5,000 grant / \$5,000 match)\*\*\***

This is a regional grant program covering 6 counties, Baca, Bent, Crowley, Kiowa, Otero and Prowers, and their respective municipalities. We are encouraging at least 4 applications per county, however this is not a requirement. This program is an opportunity to get small projects grant funded (up to \$5,000 grant) with a required match equal to the amount of grant awarded (please note the match can be greater than the amount of the grant). Based on the number of applications received, it may be competitive. Again, the amount allocated to each county is \$20,000 and we encourage at least 4 projects.

Please submit completed applications to:

**Southeast Council of Governments**  
**Attn: Stephanie Gonzales**  
**P.O. Box 1600**  
**Lamar, CO 81052**  
**or Fax: 719-336-3835**  
**or email to [seced@seced.net](mailto:seced@seced.net)**

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

If you have any questions regarding SECOG's Technical Assistance Grant Program, please contact Stephanie Gonzales at 719-336-3850.

## **2024 TECHNICAL ASSISTANCE GRANT GUIDELINES**

### **Preference given to:**

- ◆ Communities with mining, oil, and gas employment;
- ◆ Small towns, particularly those that lack adequate staff; and
- ◆ Economically challenged communities with the eligible categories as follows:
  - ◆ Community and economic development projects
  - ◆ Small scale capital improvements projects
  - ◆ Planning studies/analysis; and
  - ◆ Training or meeting facilitation

### **Types of Grants:**

- ◆ **CASH AWARDS** will be made in the amounts determined by the SECOG Board (each individual project is capped at \$5,000), for a total program expenditure not to exceed \$120,000.00 for the region
- ◆ **EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**

***After the grants have been awarded, any funded projects seeking approval for a change in scope will be required to submit the request in writing to the SECOG Board for approval.***

The SECOG board reserves the right to adapt these guidelines to serve the needs of communities and to make adjustments to the amount of available funding.

### **Use of Grant Funds:**

Funds may be used to hire contractors and pay related expenses.

### **Examples of other eligible uses of funds include:**

- Research
- Special land use planning projects such as open space preservation, trail planning, design guidelines, and wildlife preservation.
- Training
- Meeting facilitation
- Design plans/ Planning studies/analysis for municipality/county use
- Workshops/Tradeshows
- Community survey costs
- Prototype projects
- Facade improvements
- Energy efficiency assessments and improvements
- Main Street/Community assessments
- Community mapping
- Small scale capital improvements projects
- Development of marketing/promotional resources such as a website for the municipality or county

**Grant funds MAY NOT be used to supplant regularly budgeted staff or project funds.**

**Grant funds MAY NOT be used to purchase equipment or real property of any type.**

**Grant funds MAY NOT BE MATCHED BY OTHER DOLA GRANT FUNDS.**

**Cash match must be in the form of other non-DOLA funds.**



Documentation of cash expenditures must follow the Department of Local Affairs process including:

- 1) When applicable, contractor bidding must be open and competitive. Obtain and/or document at least 3 telephone bids.
- 2) Submit a final one-page report of the project accomplishments and send a copy of the completed project deliverables to SECOG, if appropriate.
- 3) Submit a copy of all invoices and expenses paid for contract services. Reimbursements will be made on a dollar for dollar basis up to the amount awarded.

**Example of Reimbursement process:**

\$8,500 total project.

Project mini-grant award = \$4,250

Cash match from project = \$4,250

1<sup>st</sup> request for reimbursement: The project submits invoices of \$3,000, a reimbursement check will be issued for \$1,500, the remaining \$1,500 will be credited to match.

2<sup>nd</sup> request for reimbursement: The project submits invoices of \$4,000, a reimbursement check will be issued for \$2,000, the remaining \$2,000 will be credited to match.

This will continue until the project reaches total expenditures of \$8,500 (where grant of \$5,000 & match of \$5,000 is met).

Recipients of cash awards will sign a letter of agreement including these guidelines.

**Again, this is a reimbursement grant in that grant funds can be reimbursed on a dollar for dollar cash match basis to the grantee as the project progresses.**

# **SECOG 2024 TECHNICAL ASSISTANCE GRANT APPLICATION**

1. Jurisdiction

2. Name of Person Completing Application

Address

Phone Number  Email address

3. Project Title

4. Name and Title of Person Responsible for Completion of Project :

Address

Phone Number  Email address

5. Amount Requested \$  (not to exceed \$5,000)

6. Category of Application (you may choose more than one)

Community with Mining, Oil & Gas Employment - Number of employees:

Small Community, particularly lacking adequate staff

Economically Challenged Community

Other:

7. Describe in detail the rationale for your choice of category(s) in question #6.

The City of Lamar, in 2022, was number six in the top ten poorest communities in Colorado. Although, we have seen a slight decrease in poverty levels, the city has a 17.58% poverty level currently. Colorado's median household income is \$80,184 compared to Lamar at \$49,422. The City of Lamar is listed on the 2024 State Revolving fund Disadvantaged Communities list.

**8. Please provide the following information. Provide a separate attachment if necessary (two pages maximum):**

A. Briefly describe the project. Why is the project needed at this time? How does the implementation of this project address the need?

The City plans to construct a 150 ft. X 75ft. fenced dog park at the North Gateway Park. The project will include laying 11,250 sq. ft. of sod within the fenced area. There will be a sprinkler system installed by city workers. Our intent is to add dog stations, waterers, trash cans, and eventually benches and shade structures. This project was identified as a priority project in a 2014 Strategic Planning session and also in 2016 City Council discussions with citizens. The North Gateway Park is one of the few locations within the City of Lamar that dogs can be off of a leash according to ordinances.

B. What measurable results do you expect? How will these results be measured?

This is the only dog park facility that the City of Lamar will have. The City will measure usage of the dog park through employees monitoring the park during regular maintenance and reports from citizens of Lamar.

C. How could this project be useful to other jurisdictions in the region? Is it something that could be replicated by another jurisdiction?

There are no other dog park facilities in the Southeast region of Colorado that we have been able to identify. People from other regions will be able to come and utilize the dog park and enjoy the North Gateway Park area. The dog park's location is off of a major highway and with the proper signage, it will inform travelers of a place to stop with their dog. The amazing marketing department will also assist with promoting the dog park to everyone who comes through Lamar. When the dog park is completed it could inspire other regions to have the same amenity.

D. Assuming the project is funded, when will it begin and what is the timeframe for completion?

The project will start during the first week of May and be completed by October 1st.

E. Total Cost of Project \$ 16,273.00 Cash Match Committed \$ 11,273.00

**EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**  
**CASH MATCH MAY NOT BE MATCH FROM OTHER DOLA GRANT FUND SOURCES.**

F. Please provide a budget for your project clearly listing both (grant & match) revenues and the expected expenses in a table format.

G. What is your jurisdiction's 2024 General Fund Budget Total: \$ 11,081,774

H. What is your jurisdiction's 2024 General Fund - Fund Balance (do not include restricted funds i.e. TABOR reserve) \$ 7,913,435

By checking the 'I Accept' box, I confirm that:

This application, agreements ancillary to this application, and related documents entered into in connection with this application and resulting agreements are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

'I ACCEPT'

' I ACCEPT'

Click or tap here to sign

Click or tap here to sign

Signature of Person Submitting Application:

Signature of Jurisdiction's SECOG Representative

(please be advised, we will forward application to appropriate rep for signature - see list on following page)

**Applications are due before 5:00 p.m. on March 22, 2024 to:**

You may download and save this file to your desktop using the "Save As" function for editing application. When saving the file, it is recommended that you rename the file in the following format:

**"NAME OF YOUR PROJECT" SECOG 2024**

When completed, you may print the application, request the appropriate signatures and return the application either by postal mail, fax or scanned & emailed – or - it may be dropped off at our office.

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

**SECOG**  
**Attn: Stephanie Gonzales**  
**P.O. Box 1600**  
**112 West Elm Street**  
**Lamar, Colorado 81052**  
**- or - fax- 719-336-3835**  
**- or -email to [seced@seced.net](mailto:seced@seced.net)**

**SECOG Jurisdiction Representatives**

<u>Baca</u>	Bent	<u>Crowley</u>	Kiowa	<u>Otero</u>	Prowers
Rick Butler	Ron Clodfelter	Roy Elliott	Michelle Nelson	Bill Jackson	Kirk Crespino
Shiloh Freed	Jean Sykes	Blaine Arbuthnot	Donald Oswald	Danelle Berg	Ron Cook

## North Gateway Dog Park

<b>Quantity Item</b>	<b>Unit Cost</b>	<b>Total</b>
4 Sprinkler Control Box	\$49.75	\$199.00
4 1" Control Valves	\$104.00	\$416.00
1 2" Stop & Waste Valve	\$398.00	\$398.00
1 2" Back Flow	\$697.00	\$697.00
4 1 1/2" Valves	\$107.00	\$428.00
600 1 feet of PVC	\$2.00	\$1,200.00
1 Fittings for PVC	\$300.00	\$300.00
18 Sprinkler heads	\$15.00	\$270.00
<b>Supplies</b>		<u>\$3,908.00</u>
<b>Digging Lines</b>		
8 Trencher @ 65/hr	\$65.00	\$520.00
4 Employess to Lay Pipe for 8 h	\$33.15	\$1,060.00
13 Laying Sod for 8 hours	\$33.15	\$3,450.00
<b>Labor</b>		<u>\$5,030.00</u>
		<u><u>\$8,938.00</u></u>

# Lawn Ranger | Sod Farm & Lawn Care

36333 South Road  
Pueblo, CO 81006  
(719) 948-2960

## Quote

Valid Through 5/31/24

### Sod & Delivery

City of Lamar  
102 E Parmenter St  
Lamar, CO 81052

Anthony Latour  
719.336.2774  
anthony.latour@ci.lamar.co.us

Description	Qty	Total price
Sod-Kentucky Bluegrass	12,000 sqft	\$5,160.00
Frighht		\$1,300.00
•To 1402 Valco Rd. •2 loads required		
Pallet Deposit	25 Pallets	\$875.00
	<b>Subtotal</b>	<b>\$7,335.00</b>

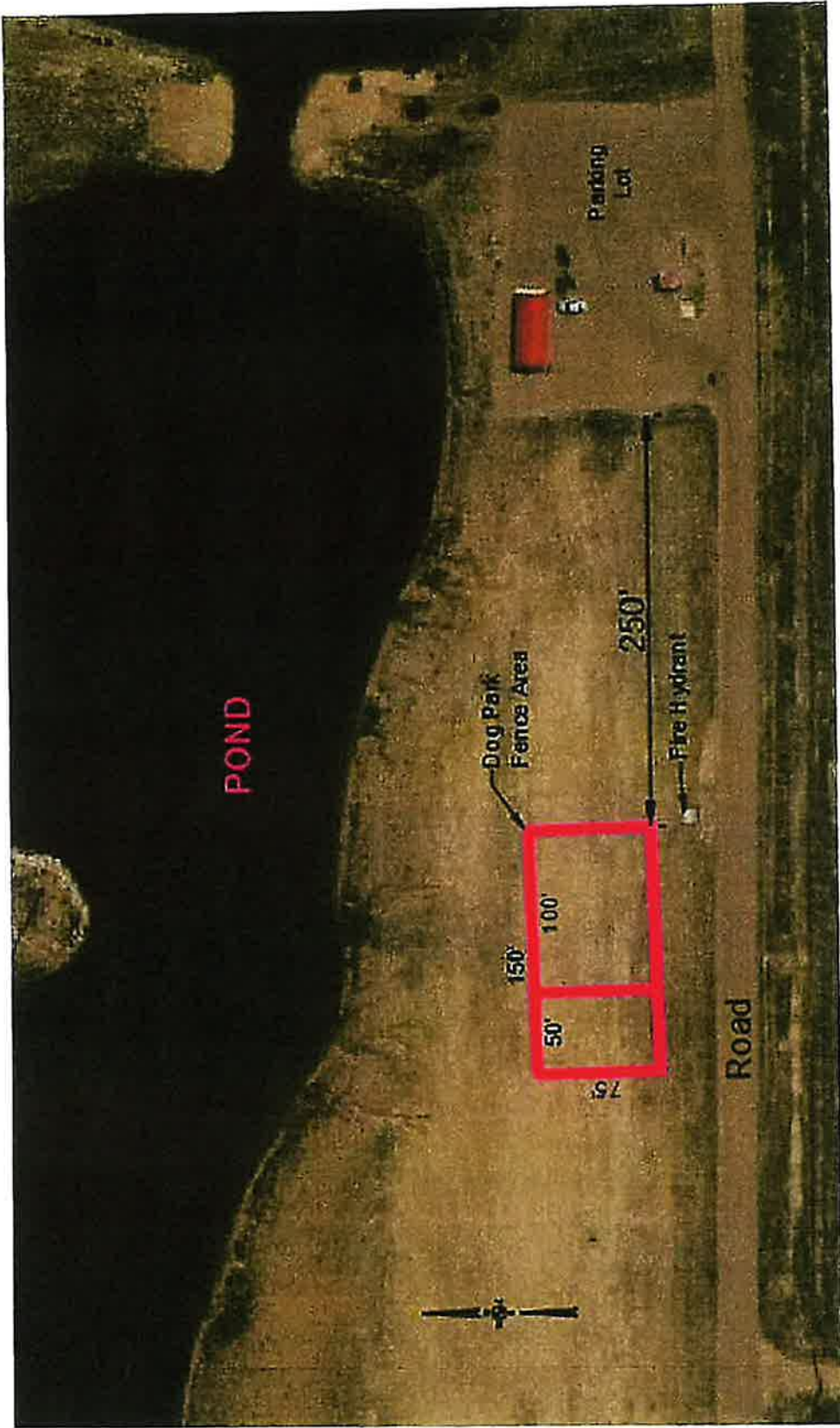
## Total Quote

**\$7,335.00**

Payment Terms:  
Payment is due prior to day of delivery.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lawn Ranger is licensed by the Colorado Department of Agriculture and carries Worker's Compensation and Employer's Liability Insurance necessary to do business.





Agenda Item No. 7

Council Date: 4/22/24

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of the Great Outdoors Colorado (GOCO) Planning & Capacity Grant Agreement

INITIATOR: Tess Camp and Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: AKS

ACTION PROPOSED: Approval of the GOCO Planning & Capacity Grant Agreement

STAFF INFORMATION SOURCE: Robert Evans, Kristin Schwartz, Anthony LaTour, Tess Camp

BACKGROUND: The City of Lamar was awarded the grant on March 15<sup>th</sup>, 2024. This grant is to hire a consultant to prepare the recreation master plan. The City of Lamar was awarded 155,000.00 with the total project estimated to be 327,500.00. The City's cash match is estimated to be 80,965.00 and an in-kind and potential partnership match of 172,500.00.

RECOMMENDATION: Approval of the GOCO Planning and Capacity Grant Agreement and allow Mayor to sign.

## **GRANT AGREEMENT**

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Project Name: Recreation Master Plan  
Project Completion Date: March 31, 2026  
Contract Number: 24303

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### **PARTIES TO AGREEMENT**

**Board/GOCO:** The State Board of the Great Outdoors Colorado Trust Fund  
Address: 1900 Grant Street, Suite 725, Denver, CO 80203  
E-mail Address: lkahler@goco.org  
Contact Name: Leah Kahler  
Telephone: 303.226.4533

**Grantee:** City of Lamar  
Address: 102 East Parmenter Street, Lamar, Colorado 81052  
E-mail Address: kristin.schwartz@ci.lamar.co.us  
Contact Name: Kristin Schwartz  
Contact's Phone: 719-336-1373

Date: April 9, 2024

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### **EXHIBITS**

Exhibit A Project Summary  
Exhibit B Resolution  
Exhibit C Approved Budget  
Exhibit D Due Diligence Checklist (if applicable) OR Intergovernmental (or other) Agreement (if applicable)

## RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.
- C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 15, 2024, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.
- D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

## AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$155,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

## SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment or Progress Payment per calendar year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

### SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than March 31, 2026 (“Completion Date”). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole

discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

#### SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.
18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.
19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.
20. Liability.
- A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for



any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith*. The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture*. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of \_\_\_\_\_.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND  
By:

GRANTEE:  
By:

Jackie Miller  
Title: Executive Director

Name:  
Title:

GOCO Program Staff:  
Route Grant Agreement to  
Executive Director for signature:

Name: Leah Kahler  
Title: Grants Officer

**EXHIBIT A**  
**Project Summary**

Funding will help the City of Lamar produce a multi-year recreation master plan informed by the local community. The City will hire a planning consultant to conduct numerous activities in the next 14 to 24 months to gather input from community members, many of whom are hard to reach due to language, transportation, and income barriers. The consultant will also partner with paid college and high school student interns, and other youth-serving organizations, to implement the engagement process.

EXHIBIT B  
Resolution

**RESOLUTION 23-12-02**

**A Resolution of the City Council of the City of Lamar, Colorado Supporting the Grant Application for a Planning and Capacity Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of the Recreation Master Plan.**

**WHEREAS**, the City of Lamar supports the Great Outdoors Colorado grant application for the Planning and Capacity Grant. And if the grant is awarded, the City of Lamar supports the completion of the project;

**WHEREAS**, the City of Lamar has requested 126,000 from Great Outdoors Colorado to complete the Recreation Master Plan.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMAR THAT:**

- Section 1: The City Council of the City of Lamar strongly supports the application for a grant with Great Outdoors Colorado.
- Section 2: If the grant is awarded, the City Council of the City of Lamar strongly supports the fulfillment of the project.
- Section 3: If the grant is awarded, the City Council hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.
- Section 4: If the grant is awarded, the City Council of the City of Lamar authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement.
- Section 5: This resolution to be in full force and effect from and after its passage and approval.

**INTRODUCED, PASSED AND ADOPTED** this 11<sup>th</sup> day of December, 2023.

CITY OF LAMAR, COLORADO, a Home  
Rule Municipal Corporation

BY: 

KIRK CRESPIN, Mayor

ATTEST:

BY: 

LINDA WILLIAMS, City Clerk



EXHIBIT C  
Approved Budget

# PROJECT BUDGET & DETAILS

## APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
Consultant - Kickoff meeting, Park and Facility Assessment to include a rate study, facility use audit, programs audit, sustainability of identified places. Community Engagement including interview, focus groups, public forums, engaging and planning for diverse community, surveys, and project website; Comprehensive Plan integration; development of living document to cover a span of 10 years.		\$155,000.00	
City of Lamar	1-Jan		\$80,965.00
<b>Source of Funds (IN-KIND)</b>			
City of Lamar	1-Jan		\$58,810.00
Colorado Parks & Wildlife			\$640.00
Lamar Chamber of Commerce			\$2,000.00
Prowers County Fair Board			\$1,500.00
Senior Board			\$1,145.00
Lamar High School Students			\$6,360.00
Prowers County Youth Council			\$6,360.00
One Step Up - Hope Center			\$6,360.00
DECA			\$6,360.00
Lamar Community College			\$2,000.00
	<i>subtotal</i>	\$155,000.00	\$172,500.00
<b>TOTAL SOURCE OF FUNDS</b>			<b>\$327,500.00</b>

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Category				
Plan Consultant	To Hire a Consultant to prepare Recreation Master Plan including but not limited to community engagement, review of existing plan, audit of all facilities and programs, financial review, fee study, and preparation of final document.	\$155,000.00	\$25,000.00	\$180,000.00
Category				
Student Advisory Committee	Shirts x 30 for Committee and Volunteers		\$150.00	\$150.00
Meetings at Community Bldg	Refreshments for Meetings		\$50.00	\$50.00
8 - 10 Students	10 Students x \$15.00/hr 10 - 2hr meetings		\$3,000.00	\$3,000.00
20 - Volunteers for Engagements				
Category				
Community Engagement #1	Booth Rent		\$25.00	\$25.00
Octobertfest - Chamber Event	Promotional items and White Boards		\$500.00	\$500.00
Welcome Center/Chamber Bldg	Student Volunteers x 3 x 8 hours x \$15.00		\$360.00	\$360.00
Booth for Information Gathering				
Category				
Community Engagement #2	Fun Promotion Co. - Games, Obstacle Course set up in gym		\$5,000.00	\$5,000.00
Joint Event with College	Food - 50 Pizzas Little Ceasars		\$6,000.00	\$6,000.00
School Kickoff - Fall Orientation	Bottled Water - 15 cases		\$60.00	\$60.00
Lamar Community College				
Fun Night				
Category				
Community Engagement #3	Booth Rent		\$100.00	\$100.00
County Fair - Booth - Fairgrounds	Promotional items and White Boards		\$300.00	\$300.00
Booth for Information Gathering	Student Volunteers 3 x 4 hour x 3 days		\$540.00	\$540.00
Category				
Community Engagement #4	Cups/Wristbands and Survey		\$2,500.00	\$2,500.00
Holiday High School Basketball	Student Volunteers 4 volunteers x 6 hrs x 3 days x 15.00/hr		\$1,080.00	\$1,080.00
Tournament				
Community Building				
Hand out personalized Cups with a custom wristband and survey				
Category				
Community Engagement #5	Bouncy House - rental		\$500.00	\$500.00
Cinco De Mayo Event	Band for 5 Hours		\$2,500.00	\$2,500.00
Enchanted Forest	Cornhold Boards for Tournament - 5 sets		\$5,000.00	\$5,000.00

	Horse Shoe sets for Tournament		\$400.00	\$400.00
	Face Painting - 3 hours		\$150.00	\$150.00
	Student Volunteers - 10 x 6 hours x 15.00		\$900.00	\$900.00
	Promotional items		\$150.00	\$150.00
	Food Trucks no cost		\$0.00	\$0.00
<b>Category</b>				
<b>Community Engagement #6</b>				
<b>Family Night at Willow Creek Park with Swimming, movie night</b>	Barbeque		\$2,000.00	\$2,000.00
	Movie		\$200.00	\$200.00
<i>Elementary age focus</i>	Promotional Items - custom printed balls, frisbies		\$1,500.00	\$1,500.00
<i>Work with schools to get invites out</i>	25 Lifeguard and staff x 3 hours		\$1,200.00	\$1,200.00
	Student volunteers 10 x 8 hours x \$15.00		\$1,200.00	\$1,200.00
<b>Category</b>				
<b>Community Engagement #7</b>				
<b>Soccer Event - Escondido Fields</b>				
<i>End of year youth soccer program</i>	Cooling Towels - Custom		\$900.00	\$900.00
<i>Tournament</i>	Water Bottles - Custom		\$800.00	\$800.00
<i>college tournament - some day on big fields</i>	Survey		\$0.00	\$0.00
	Student Volunteers 4 x 5 hours x \$15.00		\$300.00	\$300.00
<b>Category</b>				
<b>Community Engagement #8</b>				
<b>Fishing Tournament and Fun Day</b>				
<b>North Gateway Park</b>	Prizes and Survey		\$2,000.00	\$2,000.00
<b>with Colorado Parks &amp; Wildlife</b>	Student Volunteers 10 x 6 x \$15.00		\$900.00	\$900.00
<i>Kayak/Paddle Boards</i>	Kayak Rental		\$1,000.00	\$1,000.00
<i>Beach Volleyball</i>				
<i>Food Trucks</i>				
<i>Fishing Tournament by CPW</i>				
<b>Category</b>				
<b>Community Engagement #9</b>				
<b>Independence Day Celebration with City Fire Department</b>	Firework Contribution		\$2,500.00	\$2,500.00
	Hamburger Fry		\$2,000.00	\$2,000.00
	Water Activities - water balloons/slip n slide		\$2,000.00	\$2,000.00
	Promotional items - Flags/ water guns/etc		\$1,000.00	\$1,000.00
	Cornhole		\$0.00	\$0.00
	Volunteers x 10 x 6 hours x \$15.00		\$900.00	\$900.00
<b>Category</b>				
<b>Community Engagement #10</b>				
<b>Senior Valentine Sock Hop</b>	DJ		\$650.00	\$650.00
<b>Lamar Community &amp; Senior Center</b>	Refreshments - meat, vegie trays, cookies , Punch, cupcakes		\$500.00	\$500.00
<b>Collaboration with Senior Citizens Board/PATs Bus</b>	Prizes for Dance Contests		\$1,000.00	\$1,000.00
<i>Dance for Seniors</i>	Volunteers - 5 x 4 hours x \$15.00		\$300.00	\$300.00
<i>DJ</i>	Decorations		\$100.00	\$100.00
<i>Refreshments</i>				
<i>Informational Meeting and survey</i>				
<b>Category</b>				
<i>Volunteers x 15</i>	Gift Cards, Gift Certificates, Gas Cards		\$3,750.00	\$3,750.00
	<b>subtotal</b>	<b>\$155,000.00</b>	<b>\$80,965.00</b>	<b>\$235,965.00</b>

Use of Funds (IN-KIND)	Description	Matching Funds
<b>Category</b>		
<i>Director and Staff Support to Consultant</i>	1-Parks and Recreation Director and 2-Staff to assist with community engagement and providing all technical and expert assistance to the consultant. Est hours 183 x hourly rate plus benefits. Parks and Recreation staff and street department staff for set up and clean up for events - 25 hours x \$25 x 10 people. Administration and Council time for work sessions and administrative meetings 25 hours x \$65 x 10	\$47,750.00
<b>Category</b>		
<i>Community Engagements x 10</i>	Staff time for Community Engagement Events and mentoring the Student Advisory Committee	\$11,060.00
<b>Category</b>		
<i>Colorado Parks &amp; Wildlife</i>	31.80 x 10 hours volunteer time to help with fishing tournament - 2 staff	\$640.00
<b>Category</b>		
<i>Lamar Chamber of Commerce</i>	Octoberfest, Holiday Basketball Tournament, Cinco de Mayo	\$2,000.00
<b>Category</b>		

Prowers County Fair Board	County Fair, 4th of July		\$1,500.00
Category			
Senior Board	Valentine Sock Hop 31.80 x 6 x 6 hours for planning and assistance		\$1,145.00
Category			
Lamar High School Students	Partners/Volunteers 31.80 x 10 x 20hours		\$6,360.00
Category			
Prowers County Youth Council	Partners/Volunteers 31.80 x 10 x 20hours		\$6,360.00
Category			
One Step Up - Hope Center	Partners/Volunteers 31.80 x 10 x 20hours		\$6,360.00
Category			
DECA	Partners/Volunteers 31.80 x 10 x 20hours		\$6,360.00
Category			
Lamar Community College	Student School kickoff event, volunteers		\$2,000.00
		subtotal	\$91,535.00
		GOCO Funds	Matching Funds
		subtotal	\$155,000.00
			\$172,500.00

**TOTAL USE OF FUNDS\***

**\$327,500.00**

\* The Total Use of Funds must equal the Total Source of Funds in the section above.

**OTHER LEVERAGED RESOURCES (OPTIONAL)**

CASH OR IN-KIND	Description	Total Funding
Category		
		subtotal
		\$0.00

**TOTAL PROJECT VALUE**

**\$327,500.00**

GOCO % of project cost 47%  
GOCO % of project value 47%

EXHIBIT D  
Due Diligence Checklist (if applicable)  
Intergovernmental (or other) Agreement (if applicable)

Agenda Item No. 8

Council Date: 04/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Monitoring Agreement with Great Plains Security, LLC for Community Building Fire Alarm

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: N/A

ACTION PROPOSED: Accept Bid and Allow Mayor to Sign Monitoring Agreement with Great Plains Security, LLC

STAFF INFORMATION SOURCE: Kristin Schwartz, Chief Burkhart, Rob Evans, Anthony LaTour

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BACKGROUND:

The City of Lamar is currently contracted with Emergency Network Systems, located in West Chester, Pennsylvania, until April 30, 2024. After discussion with City Administrator, Fire Chief and Parks and Rec Director, it was decided to go with a local company for the monitoring services for the fire alarm at the Community Building. The current company has been absent and no one was receiving notices of alarms. Great Plains Security offered a bid for the services and were actually doing the monitoring prior to April of 2012.

**RECOMMENDATION:** Accept Bid from Great Plains Security and allow Mayor to sign agreement upon approval from City Attorney.

Great Plains Security, LLC.  
4100 County Road HH  
Lamar, CO 81052

# Proposal

Date of Proposal: 04/03/24

Proposal Number:

Customer Number: LCB

Premise Phone: 719-336-2774

The terms of this proposal are valid  
for 30 days from the date shown above.

Lamar Community Building  
610 South 6th Street  
Lamar, CO 81052

## Great Plains Security, LLC.

Hereby Submits Specification and Estimate for:

LCB Lamar Community Building @ 610 South 6th Street

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	Annual Hardline Fire Alarm Monitoring @\$27.95/mo	307.45

\*\*Pay by the year get a month free  
\*\*Being able to monitor Fire Alarm depends on ability  
to have the go to program code. Alternatively if we cant  
get a code we could add a cellular communicator and  
bypass the account program for (\$450 Communicator and  
\$42.95/mo \$472.45/yr

**Complete in accordance with above specifications for: \$307.45**

If you have any questions regarding this proposal please call us at (719)336-4582

**Great Plains Security LLC**

ACCOUNT NO. \_\_\_\_\_

4100 County Road HH  
Lamar, Colorado 81052  
800-835-8175

**MONITORING AGREEMENT**

This Agreement dated \_\_\_\_\_, 2024, is between Great Plains Security LLC. ("Company"), and (Name) City of Lamar ("Customer"), Address 102 E Parmenter St (City) Lamar (State) CO (Zip) 81052

Monitoring Services Provided	
Indicated by "y" or "n" in applicable space	
<input type="checkbox"/> Burglar	<input type="checkbox"/> Fire
<input type="checkbox"/> Holdup/Panic Silent/Audible	<input type="checkbox"/> Duress Silent
<input type="checkbox"/> Open/Close Supervised/Unsupervised	<input type="checkbox"/> Report _____
<input type="checkbox"/> Long-Range Radio	
<input type="checkbox"/> Cellular Transmission	<input type="checkbox"/> Internet (TCP/IP or Other)
<input type="checkbox"/> Video Surveillance	<input type="checkbox"/> Other _____

Billing Period  Monthly  Annually  Quarterly  Other

1. **MONITORING OF SECURITY SYSTEM.** For a monitoring charge of \$ 307<sup>45</sup> per billing period, payable in advance on the first day of each billing period with applicable sales tax, Company agrees *without warranty* to make a commercially reasonable effort to connect Customer to 24hour remote monitoring of the security equipment by Company or its monitoring subcontractor for the term of this Agreement. Monitoring charges for any partial billing period will be prorated. The monitoring charge is in addition to any fees, equipment charges, lease charges, and service charges owed. Additional services including, without limitation, inspections required by law, follow-up training sessions, and other services requiring additional fees. Customer will be so advised before those fees are incurred.

Initial: \_\_\_\_\_ Company has explained to Customer the limitations of monitoring, utilizing *only* standard telephone lines, long range radio, cellular lines or internet TCP/IP and VoIP, and that the Central Monitoring Station will *not* be alerted to a failure of such communication without additional equipment and services. Given such disclosure, the selection of the services selected above represents a conscious choice of level of monitoring security desired. Further subscriber, for



him, her, itself, as authorized agent for each person on the call list, consents to dealer calling each such person's cell phone or other mobile device.

Initial: \_\_\_\_\_ Customer acknowledges that Company has explained that future or prospective change(s) to telephone or internet TCP/IP or VoIP service may adversely affect the alarm systems' ability to communicate with the central monitoring station. Customer agrees to immediately notify company of any changes in phone service and that ultimately, it is the Customer, not the Company, who is solely responsible for communication over telephone, cable, cellular, long range, internet TCP/IP, VoIP, or other communication services over which Company has no control.

Customer has provided a Customer Emergency Information Schedule. It and the Terms and Monitoring procedures are attached as Exhibit(s) \_\_\_\_\_ and made a part of this agreement.

2. **LIMITATION OF LIABILITY.** Customer understands that alarm monitoring is available from other companies, and agrees that Company and Customer do not have a disparity of bargaining power. Company would not offer its Monitoring Services at the price agreed to without the limitation of liability of this paragraph. Company assumes no liability or responsibility for interruptions in monitoring, including, without limitation, interruptions caused by failure of Customer's telephone equipment and/or other communication transmission services or failure of monitoring caused directly or indirectly by changes or modifications made to such communication services without notifying and obtaining approval of Company based, in part, upon compatibility of such services with existing alarm equipment or interruption or failure of monitoring caused by the functioning of, or identity of telephone numbers that Company is authorized to call. Company does not promise or guarantee that the police or fire departments or any private alarm response services or others notified by Company or its monitoring subcontractor will respond to security monitoring calls, now or in the future. Company makes no representations or warranties regarding the Monitoring Services or the Detection Systems installed. Company *disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose.* Company cannot assure that the Monitoring Services provided will avert or prevent occurrences, or the consequences of them that remote Monitoring is purchased to detect, or that the Monitoring is in all respects fail safe, cannot be comprised or circumvented, or that in all cases the Monitoring Services or Detection Systems will prevent any loss by burglary, hold-up, fire or otherwise, or that the Monitoring Services or Detection System will in all cases provide the protection for which it is installed or intended. Customer understands that *Company is not an insurer*, and that (i) insurance, if desired, must be obtained by Customer, and (ii) that the charges payable to Company under this Agreement are based solely on the cost of monitoring service, and are not based on the value of Customer's premises or property, or the property of others located at the premises. *Customer agrees that the maximum liability of Company, an assignee, or any monitoring subcontractor, with respect to the services to be provided, or in the event of the sole, joint, or concurrent negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss is \$2500.00.* Customer further understands that the dealer is the agent of the subscriber for the purpose of providing direction to the monitoring facility. The Agreement inures to the benefit of and is applicable to any subcontractor engaged by Dealer to provide any service set forth in the Agreement and that those terms and conditions are binding on the Subscriber as to each subcontractor.

3. **LIQUIDATED DAMAGES.** Customer acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from incorrect installation or a failure of the Monitoring Services or the Detection System. If the limitation of liability contained in Paragraph 2 may not be enforced for any reason, *Company, an assignee, or any monitoring subcontractor, may be liable for \$500.00 as liquidated damages as Customer's sole remedy for breach of this Agreement, or with respect to the services to be provided, or in the event of sole, joint or concurrent negligence of Company, an assignee, or any monitoring subcontractor, or any of Company's agents and employees, or anyone acting on Company's behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss.*

4. **TERM AND TERMINATION.** The initial term of this Agreement begins on the date this agreement is executed and ends ( ) 12 Months ( ) 1 Year(s) thereafter (the "term"). The term automatically renews for additional periods of one (1) year until such time as the term is terminated by either party upon any of the following: (a) Customer's written notice to Company of Customer's intention to terminate this Agreement given at least thirty (30) days prior to the expiration date of the term in effect; (b) the failure by Customer to make timely payment of the charges provided for in Paragraphs 1 and 5 of this Agreement; (c) the insolvency or adjudication of bankruptcy of Company, or the assignment for the benefit of creditors or reorganization or liquidation proceedings filed by or against Company; or (d) Company's 30 day written notice to Customer of Company's intention to terminate the term for any reason. Company may terminate monitoring services to Customer upon 10 days' written notice upon the occurrence of the following: (i) Customer uses or attempts to use alarm system for other than its intended use, or (ii) Subscriber engages in abusive conduct with employees of Company or its monitoring subcontractor. This Agreement inures to the benefit of and is applicable to any subcontractor engaged by dealer to provide any service set forth in the Agreement and those terms and conditions are binding on subscriber as to each subcontractor.

The first of such renewal terms commences upon the date of the expiration of the original term. If this Agreement is terminated under the provisions of sections (a) or (b) of this Section 4, there will be a charge of \$100.00 to reinstate service to Customer. Company after the initial term period of this Agreement and at least Sixty (60) days prior to the commencement of any subsequent renewal term may give written notice of intent to adjust the Monitoring Charge applicable to subsequent renewal terms. Such adjusted Monitoring Charge specified in notice by Company becomes due on the first day of the billing period for any subsequent renewal term following such notice and every subsequent period, including additional subsequent renewal terms unless Customer, after receipt of such notice but prior to the first day of the term following such notice, provides Company with written notice of intention to terminate the term. In the event that the one-year automatic renewal term is held unenforceable or invalid for any reason, the term becomes month to month. The provisions of Paragraphs 2, 3, 5, 6, 7, 10-14 and 16 survive the expiration of the term.

5. **INTEREST.** All past-due accounts owed to Company by Customer bear interest at the rate of eighteen percent (18%) per annum.

6. **LATE FEE.** If Company does not receive Customer's monitoring charge payment by the 10<sup>th</sup> day of the billing period a late fee of \$10.00 will be assessed.

7. **RETURNED CHECK FEE.** Customer must pay Company \$ \_\_\_\_\_ on each occasion that Customer's payment check is returned by the bank for "insufficient funds" or any other reason.

8. **SIGNAL RESPONSE.** Company, or its monitoring subcontractor, upon receipt of an alarm signal from the premises of Customer, will *without warranty* make commercially reasonable efforts to notify *only* those persons, entities and police, private security response, and fire agencies on the Customer Emergency Information Schedule and Terms and Monitoring Procedures attached as Exhibit(s) \_\_\_\_\_. In the event that Customer opts to deviate from standard procedures and uses alternate alarm response procedures, then Customer agrees to hold Company harmless from all liability and costs caused by such instructions and to pay any expenses of Company caused in whole or in part by such instructions, including, but not limited to, attorneys' fees, court costs and other damages. Customer acknowledges that those persons, entities, and/or private alarm response entities or others which Customer originally designated on the Customer Emergency Information Schedule and the telephone numbers of the same may not be correct or appropriate indefinitely. Customer is responsible for Company in writing when changes in the identity of or telephone numbers of the appropriate persons or entities to be notified in the event of respective emergencies are necessary. Company will comply with laws and regulations of the authority having jurisdiction, including, without limitation, attempts to verify alarm signals before dispatching. Subscriber for him/her/itself and as the authorized agent of each person on the call list, consent to Dealer calling each such person's cell phone or other mobile device.

In the event that a Customer Emergency Information Schedule exhibit is not made a part of this Agreement, or if Company or monitoring subcontractor is unable to notify the appropriate police, private security response, medical emergency service, or fire agencies designated by the Customer, Company or its monitoring subcontractor may in its sole discretion notify a private alarm response service of its choice. Customer agrees to pay for any fees and expenses resulting from calls to a private alarm response service. Customer also agrees to hold Company harmless from all liability caused by calls to a private alarm response service. Company may use its sound discretion in recording and use of communications made and received in the course of providing monitoring service, including disclosure of the content of such communications to law enforcement agencies. Customer is solely responsible for payment of fees for licenses, permits, and false alarm charges.

9. **CONNECTIONS.** Unless otherwise specified in the "Monitoring Services Provided" box above, Customer will be connected by signal circuits using existing telephone lines, cellular telephone circuits or internet TCP/IP or VoIP to a Central Monitoring Station. Conditions and availability of telephone lines, cellular telephone circuits or internet connections, if applicable, are wholly beyond the control and jurisdiction of Company because they are maintained and serviced by the applicable utilities or service providers, not by Company, and Company disclaims responsibility for the condition of such transmission lines, circuits, antennas, satellites and equipment, and any disruption of service, including without limitation disruptions due to computer viruses or other causes, *even if resulting from the sole, joint or concurrent negligence of Company*. If Detection System is to be connected to a Central Monitoring Station by radio or cellular service, Customer acknowledges that radio or cellular transmission can be adversely affected by atmospheric conditions and the condition of the transmitter and antennas for which Company disclaims responsibility. No refund or credit will be made for periods where communications systems are not functioning. Customer has the sole responsibility to weekly test and regularly service Customer's alarm system. Customer has the sole responsibility to obtain any required permits. Customer acknowledges that certain police authorities have indicated that they will not respond to the report of an alarm at (i) a location which is unpermitted or at which location the alarm permit for the location has expired, or (ii) a location which has experienced excessive prior false alarms. Company will not be liable for consequential damages, including without limitation those resulting from delays or failure to received signals or dispatch caused by

acts of God, government, labor difficulties, failure of transportation, substantial destruction or substantial damage of Company's or subcontractor's facilities, and any or all other causes, whether or not such causes are beyond the control of Company. Subscriber consents to the recording and use of the telephone and electronic communication.

**10. NO SUBROGATION.** If Customer desires that Company assume a greater liability or responsibility than as described in this Agreement to either Customer or Customer's insurance carrier by way of subrogation, then an additional price must be quoted and paid. Customer for itself and its insurance carrier, and all parties claiming under Customer, release and discharge Company from and against all hazards covered by Customer's or property owners' insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against Company. In the event any person files a claim against Company for any reason whatever, included, but not limited to, the installation, maintenance, operation, non-operation or monitoring of the alarm system(s) Customer agrees to indemnify, defend and hold Company harmless from any and all claims including, but not limited to, the damages, expenses, costs and attorney's fees.

**11. INDEMNITY.** *Customer agrees to indemnify, defend, and hold harmless Company, its successors and assigns, and its agents and employees from and against any and all persons or entities including Customer's insurance carrier for all claims, loss, damage, suit or liability involving damage to or destruction of property, personal injury to or death of any person or persons, or economic loss arising from the installation, use, service, operation, failure to operate, malfunction or the presence or use of such monitoring of the alarm system whether or not such loss, injury or death is occasioned by the sole, joint or concurrent negligence of Company or its subcontractor. This indemnity extends to whatever claim may be asserted, whether by statute, constitution or common law, including but not limited to Deceptive Trade Practices Act, breach of contract, negligent misrepresentation, negligence, gross negligence warranty, fraud or products liability.*

**12. LIMITATION OF ACTIONS.** Any claim or cause of action which may arise in favor of Customer against Company under this agreement or otherwise, must be asserted by Customer not later than the sooner of (i) the applicable limitations period or (ii) two years and one day after the date such claim or cause of action accrues.

**13. VALIDITY.** If any provision of this Agreement is in conflict with any statute or rule of law, or any state or territory where it may be sought to be enforced, then such provisions will be deemed null and void to the extent that they may conflict with such a statute or rule of law, and severed from this Agreement. The remaining provisions and conditions will remain fully enforceable according to their terms.

Customer and Company acknowledge that all of the provisions of this Agreement were negotiated jointly by Customer and Company, and in the event that it is later determined by a court that this Agreement is ambiguous, Customer acknowledges that the rule of law construing ambiguities against the party drafting the Agreement is inapplicable.

If one or more of the provisions to this Agreement, for any reason, is held to be invalid, the Agreement must be construed as if such invalid or unenforceable provision had never been contained herein.

14. **ACKNOWLEDGMENT.** Customer acknowledges that Customer has received and read this Agreement, along with the attached Customer Emergency Information Schedule and Terms and Monitoring Procedures, and Notice of Alarm Permit Required, if applicable, and understands this Agreement and all attachments, and agrees to be bound by such terms. Customer further agrees that both this page and Exhibit(s) \_\_\_\_\_, attached hereto and made a part hereof, contain the entire agreement between the parties, and no modifications may be given effect unless they are in writing and signed by all parties. Catalogs or pamphlets supplied by manufacturer(s) or Company are for information only and do not modify these provisions. All previous and contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

15. **ASSIGNMENT.** Company may assign or subcontract the duty to perform under this Agreement to a licensed contractor or other licensed entity. Company and its subcontractors are not partners or joint ventures, but are independent contractors to each other. Company may also assign the right to receive payments under this Agreement. Customer may not assign the right to receive the services provided under this Agreement unless consented to by Company.

16. **ARBITRATION.** All claims, disputes, controversies, or other matters arising out of, or related to this Agreement, or any party's performance or non-performance under this Agreement, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator is final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. *The arbitrators may award only actual damages and have no authority to award punitive damages, except to the extent that applicable law prohibits waiver of such damages.* Each party hereto agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures required by applicable law.

17. **ENTIRE AGREEMENT.** This agreement and the Exhibits referenced herein and attached hereto contain the entire agreement relating to monitoring and supersede all prior agreements, whether oral and written and language, if any, to the contrary on any writing, form, estimate, purchase order or other such document.

**DO NOT SIGN UNLESS YOU HAVE READ THE ENTIRE AGREEMENT AND UNDERSTAND ALL OF ITS TERMS.**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

CUSTOMER(s)

GREAT PLAINS SECURITY, LLC.

Signed: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Agenda Item No. 9

Council Date: 04/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Participation Agreement for HGACBuy Government Bid Site

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve and Allow Mayor to Sign Participation Agreement with HGACBuy

STAFF INFORMATION SOURCE: Kristin Schwartz, Bill Kisamore, Pat Mason

BACKGROUND:

The City of Lamar currently participates in the State of Colorado Bid Site and Sourcewell. These are bid sites for governments only that have gone through the RFP process and contracted with Vendors to provide services, equipment, vehicles and etc. Since 2020, the State Bid site has lacked vendors for vehicles and equipment that the City is purchasing. Sourcewell has a fairly robust list of vendors for large equipment but lacks the different types of vehicles the City is interested in. Bill Kisamore and Pat Mason identified another national site called HGACBuy and would like to participate in the site. It requires that an agreement be signed that will verify we are a Government entity qualified to have access to their vendor contracts.

**RECOMMENDATION:** Approve the Participation Agreement with HGACBuy , Allow the Mayor to Sign and Treasurer to Submit Electronically.



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* City of Sammar, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 102 E Parmender St Sammar CO 81052

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on April 22, 2024, and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began April 22, 2024 and ends \* December 31, 2024. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

THIS SAMPLE CONTRACT ONLY NOT FOR EXECUTION



**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* \_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\* \_\_\_\_\_  
Mailing Address

\* \_\_\_\_\_  
City State ZIP Code

\* By: \_\_\_\_\_  
Signature of chief elected or appointed official

\* \_\_\_\_\_  
Typed Name & Title of Signatory

\* \_\_\_\_\_  
Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

\*Denotes required fields



**END USER DATA**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program  
P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_ Title: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract) Ph No: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

**Authorized Official:** \_\_\_\_\_ Title: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.) Ph No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ Title: \_\_\_\_\_  
(Purchasing Agent/Auditor etc.) Ph No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ Title: \_\_\_\_\_  
(Public Works Director/Police Chief etc.) Ph No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ Title: \_\_\_\_\_  
(EMS Director/Fire Chief etc.) Ph No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

\* denotes required fields

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid For New Financial Software to Tyler Technologies

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: R/E

ACTION PROPOSED: Award Bid For Financial Software to Tyler Technologies

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans, Linda Williams, Thomas Sanchez

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**BACKGROUND:** The City of Lamar solicited proposals for new financial software from three government financial software companies. The City received two proposals. One from Caselle Software and one from Tyler Technologies. Online presentations were made from both companies to Administration including Light and Power. An onsite presentation was made by Tyler Technologies to all key personnel. The unanimous choice was Tyler Technologies.

**RECOMMENDATION:** Staff recommends that Tyler Technologies be awarded the bid for new financial software and Council gives permission for the Mayor to sign the contract once it is approved by City Attorney, City Treasurer, City Administrator and City Clerk.



**Sales Quotation For:**  
 City of Lamar  
 102 E Parmenter St  
 Lamar CO 81052

Quoted BY Ryan Ellertson  
 Quote Expiration 3/31/24  
 Quote Name Lamar SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Applicant Tracking	\$ 2,300	\$ 230	\$ 2,070
Core Financials	\$ 18,001	\$ 1,800	\$ 16,201
ACFR Statement Builder	\$ 8,000	\$ 800	\$ 7,200
Benefits Enrollment	\$ 8,251	\$ 825	\$ 7,426
Fixed Assets	\$ 3,151	\$ 315	\$ 2,836
Inventory Control	\$ 4,244	\$ 424	\$ 3,820
Human Resources Management (Includes Position Budgeting)	\$ 15,429	\$ 1,543	\$ 13,886
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 4,202	\$ 420	\$ 3,782
Employee Access Pro Time & Attendance	\$ 7,007	\$ 701	\$ 6,306
Purchasing	\$ 5,602	\$ 560	\$ 5,042

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Utility Billing Electric/Water/Gas	\$ 14,143	\$ 1,414	\$ 12,729
Cashiering	\$ 3,665	\$ 367	\$ 3,298
Utility Access	\$ 1,680	\$ 168	\$ 1,512
Sales Tax	\$ 14,146	\$ 1,415	\$ 12,731
Service Orders Mobile	\$ 965	\$ 97	\$ 868
Work Orders	\$ 4,244	\$ 424	\$ 3,820
<b>ERP Pro 9 Customer Relationship Management Suite</b>			
Cemetery Records	\$ 2,652	\$ 265	\$ 2,387
<b>ERP Pro Community Development Suite</b>			
Permitting Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement	\$ 4,501	\$ 450	\$ 4,051
Licensing	\$ 3,537	\$ 354	\$ 3,183
Permitting	\$ 4,501	\$ 450	\$ 4,051
Code Enforcement Mobile	\$ 2,000	\$ 200	\$ 1,800
Inspections Mobile	\$ 2,000	\$ 200	\$ 1,800
Licensing Access	\$ 1,200	\$ 120	\$ 1,080
<b>Civic</b>			
<b>Parks &amp; Rec</b>			
Parks & Recreation	\$ 3,678	\$ 368	\$ 3,310
Cashiering for Parks & Recreation	\$ 965	\$ 97	\$ 868
<b>Tyler One</b>			
Identity			
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60
<b>My Civic Suite</b>			
My Civic & Service Requests Pro	\$ 6,240	\$ 624	\$ 5,616

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Citizen Engagement	\$ 4,300	\$ 430	\$ 3,870
My Civic Economic Development	\$ 6,000	\$ 600	\$ 5,400
<b>Time &amp; Attendance powered by ExecuTime</b>			
Time & Attendance Mobile Access License	\$ 1,503	\$ 150	\$ 1,353
Advanced Scheduling	\$ 12,351	\$ 1,235	\$ 11,116
Time & Attendance	\$ 13,002	\$ 1,300	\$ 11,702
<b>Content Manager Suite</b>			
Content Manager Core	\$ 6,430	\$ 643	\$ 5,787
<b>Municipal Justice powered by Incode</b>			
<b>Municipal Justice 10 Suite</b>			
Criminal Case Manager	\$ 4,244	\$ 424	\$ 3,820
Cash Collections	\$ 0	\$ 0	\$ 0
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 3,537	\$ 354	\$ 3,183
Output Director	\$ 1,769	\$ 177	\$ 1,592
Colorado DMV Driving History Interface	\$ 2,894	\$ 0	\$ 2,894
Collection Agency Export Interface	\$ 1,061	\$ 106	\$ 955
<b>TOTAL:</b>	<b>\$ 205,855</b>	<b>\$ 20,290</b>	<b>\$ 185,565</b>
<b>Term # of Years:</b>			<b>3</b>

Tyler Annual Services			
Description	List Price	Discount	Annual
<b>ERP</b>			
<b>Other Services</b>			
Tyler University	\$ 3,403	\$ 340	\$ 3,063

TOTAL: \$ 3,403 \$ 340 \$ 3,063

Description	Net Unit Price
Tyler Fees per Transaction	
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Miscellaneous Payments	\$ 1.25
Court Case Resolution Bundle	\$ 0.00
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
AP Automation	\$ 0.00
Notify	
Notifications for Utilities	\$ 0.10

Payments	Use Case	List Price	Service%	Min	Points	Rate	Cap	POS	Online	IVR
Payments - Credit Card Cost - Interchange Plus										
Tyler One										
ERP Pro Payments	Parks & Rec				0.65%	\$ 0.65		X	X	
ERP Pro Payments	Library				0.65%	\$ 0.65		X	X	
ERP Pro Payments	Sales Tax				0.65%	\$ 0.65		X	X	
ERP Pro Payments	Permits				0.65%	\$ 0.65		X	X	
ERP Pro Payments	Licenses				0.65%	\$ 0.65		X	X	
Utility Access Payments Bundle	Utility Billing				2.00%			X	X	
Payments - Payer Card Cost - Service Fees										
Tyler One										
Municipal Justice Payments	Municipal Justice		3.95%	\$ 2.50				X	X	
Payments - Other Fees										



**Tyler One**  
 Credit Card Chargebacks \$ 15.00

**Payer Card Cost**  
**Client Card Cost - Interchange Plus**  
 per card transaction with Visa, MasterCard, Discover, and American Express when applicable.  
 per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for  
 all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees,  
 dues, assessments, and other processing fees.  
**Credit Card Chargebacks**  
 If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
<b>Tyler One</b>				
<b>Payments</b>				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	13	\$ 529	\$ 6,877	\$ 0
<b>Tyler Third Party</b>				
<b>Hardware</b>				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
<b>TOTAL:</b>			<b>\$ 7,402</b>	<b>\$ 285</b>

Services		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	564	\$ 81,780
Data Conversion Services		\$ 9,000
Project Management	1	\$ 2,000

Services Description	Hours/Units	Extended Price
<b>ERP Pro 10 Customer Relationship Management Suite</b>		
Professional Services	362	\$ 52,490
Project Management	1	\$ 1,600
Data Conversion Services		\$ 6,000
<b>ERP Pro 9 Customer Relationship Management Suite</b>		
Professional Services	8	\$ 1,160
Project Management	1	\$ 1,600
<b>ERP Pro Community Development Suite</b>		
Professional Services	112	\$ 16,240
Project Management	1	\$ 2,000
<b>Municipal Justice 10 Suite</b>		
Data Conversion Services		\$ 11,000
Professional Services	84	\$ 12,180
Project Management	1	\$ 1,400
<b>My Civic Suite</b>		
My Civic & Service Requests Pro	1	\$ 145
My Civic Economic Development	20	\$ 2,900
Project Management	1	\$ 250
Citizen Engagement	1	\$ 2,500
<b>Time &amp; Attendance powered by ExecuTime</b>		
Project Management	1	\$ 1,950
Time & Attendance Professional Services	1	\$ 145
Professional Services	144	\$ 20,880
<b>Content Manager Suite</b>		
Professional Services	72	\$ 10,440
<b>Parks &amp; Rec</b>		
Professional Services	104	\$ 15,080
Project Management	1	\$ 1,500



**TOTAL:** \$ 254,240

	<b>One Time Fees</b>	<b>Recurring Fees</b>
<b>Summary</b>		
Total SaaS		\$ 185,565
Total Third Party Hardware, Software, Services	\$ 7,402	\$ 285
Total Tyler Services	\$ 254,240	\$ 3,063
<b>Summary Total</b>	<b>\$ 261,642</b>	<b>\$ 188,913</b>

## Comments

### All merchant/admin fees paid by payor for Defendant Access and Mics. Payments; GL interface to ERP-Pro; and AP interface to ERP-Pro included

40 hours of Services for Content Manager are for ERP Pro and 32 Hours are for Court totaling 72 Hours  
Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

**Time & Attendance SSL Certificate Requirements:** Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA), such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. tylerapp.yourdomain.org) are supported, though a wildcard certificate (e.g. \*.yourdomain.org) is commonly used for multiple servers on the same domain.

#### Advanced Scheduling

Advanced Scheduling includes Advanced Scheduling Mobile Access

#### Utility Billing Electric/Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

#### Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

#### Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

#### Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

#### Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

#### **Utility Access**

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

#### **Invoice Approvals**

Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.

#### **Identity Workforce Advanced [10]**

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

#### **Miscellaneous Payments**

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

#### **Municipal Justice Payments**

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

#### **Court Case Resolution Bundle**

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

#### **Notifications for Utilities**

Notification for Utility Access includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

#### **Utility Access Payments Bundle**

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

#### **ERP Pro Payments**

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

<b>Utilities Data Conversion</b>	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
<b>Human Resources Management /Payroll History Data Conversion</b>	Human Resources Management History conversion includes unlimited historical records.
<b>Human Resources Management Employee Records Conversion</b>	Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.
<b>General Ledger History Data Conversion</b>	General Ledger History conversion includes unlimited historical records
<b>General Ledger Data Conversion</b>	General Ledger conversions include Chart of Accounts - additional fee for historical views.
<b>Accounts Payable History Data Conversion</b>	Accounts Payable History conversion includes unlimited historical records
<b>Accounts Payable Data Conversion</b>	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
<b>Case Management Data Conversion</b>	Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information
<b>AP Automation</b>	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: <a href="https://www.tyleritech.com/client-terms/ap-automation-payment-terms-of-use">https://www.tyleritech.com/client-terms/ap-automation-payment-terms-of-use</a>



**Sales Quotation For:**  
 City of Lamar  
 102 E Parmenter St  
 Lamar CO 81052

Quoted BY Ryan Ellertson  
 Quote Expiration 3/31/24  
 Quote Name Lamar -On-Prem-

Tyler Software Description	License	Discount	License Total	Annual Maintenance
<b>ERP Pro 10 Financial Management Suite</b>				
Core Financials	\$ 27,995	\$ 2,800	\$ 25,195	\$ 6,999
Benefits Enrollment	\$ 12,831	\$ 1,283	\$ 11,548	\$ 3,208
Fixed Assets	\$ 4,901	\$ 490	\$ 4,411	\$ 1,225
Inventory Control	\$ 6,600	\$ 660	\$ 5,940	\$ 1,650
Human Resources Management (Includes Position Budgeting)	\$ 23,995	\$ 2,400	\$ 21,595	\$ 5,999
Project Accounting	\$ 6,534	\$ 653	\$ 5,881	\$ 1,634
Purchasing	\$ 8,712	\$ 871	\$ 7,841	\$ 2,178
<b>ERP Pro 10 Customer Relationship Management Suite</b>				
Utility Billing Electric/Water/Gas	\$ 21,995	\$ 2,200	\$ 19,795	\$ 5,499
Cashiering	\$ 5,700	\$ 570	\$ 5,130	\$ 1,425
Sales Tax	\$ 22,000	\$ 2,200	\$ 19,800	\$ 5,500
Service Orders Mobile	\$ 1,500	\$ 150	\$ 1,350	\$ 375
<b>ERP Pro 9 Customer Relationship Management Suite</b>				
Cemetery Records	\$ 4,125	\$ 413	\$ 3,712	\$ 1,031

Tyler Software Description	License	Discount	License Total	Annual Maintenance
<b>ERP Pro Community Development Suite</b>				
Code Enforcement	\$ 7,000	\$ 700	\$ 6,300	\$ 1,750
Licensing	\$ 5,500	\$ 550	\$ 4,950	\$ 1,375
Permitting	\$ 7,000	\$ 700	\$ 6,300	\$ 1,750
<b>Civic</b>				
<b>Parks &amp; Rec</b>				
Parks & Recreation	\$ 5,720	\$ 572	\$ 5,148	\$ 1,430
Cashiering for Parks & Recreation	\$ 1,500	\$ 150	\$ 1,350	\$ 375
<b>Tyler One</b>				
<b>Time &amp; Attendance powered by ExecuTime</b>				
Time & Attendance Mobile Access License	\$ 2,540	\$ 254	\$ 2,286	\$ 508
Advanced Scheduling	\$ 20,870	\$ 2,087	\$ 18,783	\$ 4,174
Time & Attendance	\$ 21,970	\$ 2,197	\$ 19,773	\$ 4,394
<b>Content Manager Suite</b>				
Content Manager Core	\$ 10,000	\$ 1,000	\$ 9,000	\$ 2,500
<b>Municipal Justice powered by Incode</b>				
<b>Municipal Justice 10 Suite</b>				
Criminal Case Manager	\$ 6,600	\$ 660	\$ 5,940	\$ 1,650
Cash Collections	\$ 0	\$ 0	\$ 0	\$ 0
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 5,500	\$ 550	\$ 4,950	\$ 1,375
Output Director	\$ 2,750	\$ 275	\$ 2,475	\$ 688
Colorado DMV Driving History Interface	\$ 4,500	\$ 675	\$ 3,825	\$ 1,125
Collection Agency Export Interface	\$ 1,650	\$ 165	\$ 1,485	\$ 413
<b>Sub-Total:</b>				\$ 60,230
<b>Maintenance Discount:</b>				\$ 169
<b>TOTAL:</b>				\$ 60,061

Sub-Total: \$ 60,230  
Maintenance Discount: \$ 169  
**TOTAL: \$ 60,061**

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Applicant Tracking	\$ 2,300	\$ 230	\$ 2,070
ACFR Statement Builder	\$ 8,000	\$ 800	\$ 7,200
Employee Access Pro	\$ 0	\$ 0	\$ 0
Employee Access Pro Time & Attendance	\$ 7,007	\$ 701	\$ 6,306
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Utility Access	\$ 1,680	\$ 168	\$ 1,512
Work Orders	\$ 4,244	\$ 424	\$ 3,820
<b>ERP Pro Community Development Suite</b>			
Permitting Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Mobile	\$ 2,000	\$ 200	\$ 1,800
Inspections Mobile	\$ 2,000	\$ 200	\$ 1,800
Licensing Access	\$ 1,200	\$ 120	\$ 1,080
<b>Tyler One</b>			
<b>Identity</b>			
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60
<b>My Civic Suite</b>			
My Civic & Service Requests Pro	\$ 6,240	\$ 624	\$ 5,616
Citizen Engagement	\$ 4,300	\$ 430	\$ 3,870
My Civic Economic Development	\$ 6,000	\$ 600	\$ 5,400
<b>TOTAL:</b>	<b>\$ 47,431</b>	<b>\$ 4,737</b>	<b>\$ 42,694</b>



Tyler Annual Services	List Price	Discount	Annual
Description			
ERP			
Other Services			
Tyler University	\$ 3,403	\$ 340	\$ 3,063
<b>TOTAL:</b>	<b>\$ 3,403</b>	<b>\$ 340</b>	<b>\$ 3,063</b>

Tyler Fees per Transaction	Net Unit Price
Description	
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Miscellaneous Payments	\$ 1.25
Court Case Resolution Bundle	\$ 0.00
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
AP Automation	\$ 0.00
Notify	
Notifications for Utilities	\$ 0.10

Payments	Use Case	List Price	Service%	Min	Basis	Points	Rate	Cap	POS	Online	IVR
Payments - Credit Card Cost - Interchange Plus											
Tyler One											
ERP Pro Payments	Parks & Rec				0.65%		\$ 0.65		X		X
ERP Pro Payments	Library				0.65%		\$ 0.65		X		X
ERP Pro Payments	Sales Tax				0.65%		\$ 0.65		X		X
ERP Pro Payments	Permits				0.65%		\$ 0.65		X		X



ERP Pro Payments	Licenses				
Utility Access Payments Bundle	Utility Billing				
Payments - Payer Card Cost - Service Fees					
<b>Tyler One</b>					
Municipal Justice Payments	Municipal Justice	3.95%	\$ 2.50	X	X
Payments - Other Fees					
<b>Tyler One</b>					
Credit Card Chargebacks			\$ 15.00		

**Payer Card Cost**  
**Client Card Cost - Interchange Plus**  
**Credit Card Chargebacks**

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.  
per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.  
If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Description	Quantity	Unit Price	Extended Price	Annual
<b>Third Party Software &amp; Hardware</b>				
<b>Tyler One</b>				
<b>Payments</b>				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	13	\$ 529	\$ 6,877	\$ 0
<b>Tyler Third Party</b>				
<b>Hardware</b>				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
<b>TOTAL:</b>			<b>\$ 7,402</b>	<b>\$ 285</b>

Services Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	564	\$ 81,780
Data Conversion Services		\$ 9,000
Project Management	1	\$ 2,000
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Professional Services	362	\$ 52,490
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Project Management	1	\$ 1,950
Time & Attendance Professional Services	1	\$ 145
Professional Services	144	\$ 20,880
<b>Content Manager Suite</b>		
Professional Services	72	\$ 10,440

Services Description	Hours/Units	Extended Price
Parks & Rec	104	\$ 15,080
Professional Services	1	\$ 1,500
Project Management		
<b>TOTAL:</b>		<b>\$ 254,240</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 224,763	\$ 60,061
Total SaaS		\$ 42,694
Total Third Party Hardware, Software, Services	\$ 7,402	\$ 285
Total Tyler Services	\$ 254,240	\$ 3,063
<b>Summary Total</b>	<b>\$ 486,405</b>	<b>\$ 106,103</b>

## Comments

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**Advanced Scheduling** includes Advanced Scheduling Mobile Access

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An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

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Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

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The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

### **ERP Pro Payments**

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**Utilities Data Conversion**

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

**Human Resources Management /Payroll History Data Conversion**

Human Resources Management History conversion includes unlimited historical records.

**Human Resources Management Employee Records Conversion**

Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.

**General Ledger History Data Conversion**

General Ledger History conversion includes unlimited historical records

**General Ledger Data Conversion**

General Ledger conversions include Chart of Accounts - additional fee for historical views.

**Accounts Payable History Data Conversion**

Accounts Payable History conversion includes unlimited historical records

**Accounts Payable Data Conversion**

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

**Case Management Data Conversion**

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

**AP Automation**

AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: <https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use>

Agenda Item No. 11

Council Date: 04/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of Agreement with USDA Animal & Plant Health Inspection Services (APHIS) Wildlife Services (WS)

INITIATOR: Robert Evans & Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCS

ACTION PROPOSED: Approve Contract with USDA – APHIS -WS and Allow Mayor to Sign

STAFF INFORMATION SOURCE: Robert Evans. Anthony LaTour. Kristin Schwartz

BACKGROUND:

The City of Lamar currently has a significant issue with beaver dams in Willow Creek that have the potential to cause flooding. Staff contacted the Colorado Parks and Wildlife officials regarding the issue. They directed the City to our Regional Wildlife Specialist at USDA, Joseph Gacnik, that deals with this type of issue. The beavers will need to be relocated to a new, safe environment. This requires an agreement with USDA for the service.

RECOMMENDATION: Approve the Service Agreement with USDA-APHIS , Allow the Mayor to Sign.

(7/2019 version)

WS Agreement Number: \_\_\_\_\_

WBS: \_\_\_\_\_

[optional] Cooperator PO: \_\_\_\_\_

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**City of Lamar (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to: Remove beavers and from the Willow Creek Drainage in within the City of Lamar, and translocate them to the Smokey Rim Ranch in Las Animas Colorado.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.



4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Name & Title: Anthony Latour  
Address: 102 E. Parmenter Street  
Lamar, CO 81052

Phone: 719-688-2774  
Email: Anthony.latour@ci.lamar.co.us

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.  
Name & Title: Martin S. Lowney, Colorado State Director  
Address: USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401  
Phone: 303-328-9041  
Email: [martin.s.lowney@usda.gov](mailto:martin.s.lowney@usda.gov)
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on April 15, 2024 and shall continue through July 31, 2024, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 20 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 84-6000603  
APHIS-WS's Tax ID: 41-0696271

**Cooperator:**

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Anthony Latour, Parks and Rec Director  
City of Lamar  
102 E. Parmenter Street  
Lamar, CO 81052

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

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Martin S. Lowney, Colorado State Director  
USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401

Date

---

Wendy Anderson, Western Regional Director  
USDA / APHIS / Wildlife Services  
2150 Centre Avenue  
Building B, Mailstop 3W9  
Fort Collins, CO 80526

Date

Prepared by (APHIS-WS employee): Joey Gacnik

## WORK PLAN

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<b>Cooperator:</b>	City of Lamar
<b>Contact:</b>	Anthony Latour
<b>Cooperative Service Agreement No.:</b>	
<b>WBS Element:</b>	
<b>FMMI Shorthand Code:</b>	
<b>Location:</b>	38.06196, -102.61088
<b>Dates:</b>	April 15, 2024 – July 31, 2024

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In accordance with the Cooperative Service Agreement between the cooperator and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities, and budget of this project during the period of this agreement.

### **Program Objective**

Trap and translocate beavers that are damming the Willow Creek Drainage located within the City of Lamar in order to improve drainage, lower standing water levels, and decrease property damage due to high water level.

### **Plan of Action**

Using Hancock and Comstock live traps, beavers will be captured and translocated to a permitted translocation site in cooperation with Colorado Parks and Wildlife. Lethal devices including cable restraint devices, body grip traps, or foot holds will NOT be used due to the proximity of the general public. Also due to the close proximity of the general public, live cellular trail cameras will be placed to help monitor the site for animal capture and trap monitoring.. At the conclusion of trapping and translocating activities, two beaver dams will be removed by hand using cable and winch devices to restore normal drainage. Once started, this project will run for 1 week

### **Damage Control Strategies:**

1. **Technical Assistance:** Wildlife Services personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to others to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.
2. **Direct Control:** Direct control is usually provided when the resource/property owner's efforts have proven ineffective and technical assistance alone is inadequate. Direct Control methods/techniques include traps, ground shooting, aerial shooting, snaring, M-44s, denning, and dogs. (Due to the passage of Amendment 14 in November of 1996 and subsequent implementing legislation in 1997, the use of foothold and body gripping traps, neck and foot snares, and toxicants has been severely restricted. The use of these methods is no longer legal on public lands and limited to one 30-day period per calendar year, per parcel, on private land. Prior to any use of these methods by APHIS-WS personnel,

cooperating property/resource owners must have received an authorization to use these methods from the Colorado Division of Parks and Wildlife.)

**Stipulations and Restrictions**

1. All operations shall have the joint concurrence of APHIS-WS and the cooperator, and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. Control on Private Lands: A work initiation document will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
3. Control of Public Lands: A work initiation document or an appropriate NEPA document will be executed between APHIS-WS and the public land administrator(s)/manager(s) before any APHIS-WS work is conducted.

## FINANCIAL PLAN

<b>FY24 Wildlife Damage Management Program for City of Lamar</b>			
Salaries and Benefits		\$	3,134.43
Travel		\$	-
Vehicle		\$	343.50
Supplies		\$	200.00
Equipment		\$	-
Services		\$	124.02
<b>Sub-Total</b>		<b>\$</b>	<b>-</b>
Overhead	16.15%	\$	418.22
Pooled Job Cost	11.00%	\$	614.02
<small>(Includes vehicle maintenance)</small>			
Aerial Gunning for	262.5 Hrs. at	\$380.00	per hour
		\$	-
<b>TOTAL</b>		<b>\$</b>	<b>4,834.18</b>
<small>*The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed the total estimated cost given during each agreement year. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.</small>			

**NOTE:** In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of receipt. The DCIA requires all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**COST ELEMENT DEFINITIONS:**

**Personnel:** personnel costs including salary, benefits, annual and sick leave.

**Travel:** personnel transportation, lodging, per diem, and vehicle rental costs.

**Supplies:** includes items of less than one-year shelf life including ammunition, bird scare cartridges, some animal traps, gasoline for ATVs, and office supplies.

**Equipment:** includes durable items with a useful life greater than a year including some animal traps, firearms, and ATV's.

**Services:** contracted services for program support.

**Pooled Job Costs:** expenses that may not be particularly identified with a particular project or program and is distributed to all identifiable projects or programs to which it pertains. *We use Pooled Job Cost funds to recover the cost to operate, maintain, repair, and replace a vehicle(s).*

**Program Support:** expenses incurred for a common objective not readily identifiable with a particular project or program. Examples of this expense are some administrative personnel costs, environmental compliance, Family and Medical Leave Act, office equipment and supplies, or uniforms.

**Financial Point-Of-Contact/Billing Address [as appropriate]:**

Cooperator Name, Address, Phone Number, Email

POC:  
Anthon Latour  
City of Lamar Parks and Rec Director  
102 E. Parmenter Street  
Lamar, CO 81052

Billing Address:  
City of Lamar  
102 E. Parmenter Street  
Lamar, CO 81052

APHIS-WS Name, Address, Phone Number, Email

Financial Contact:  
April Nelson, Budget Analyst  
[april.nelson@usda.gov](mailto:april.nelson@usda.gov)  
O: 303-328-9052, C: 970-590-3188

Administrative Contact:  
Leslie Garrison, Budget Technician  
[leslie.garrison@usda.gov](mailto:leslie.garrison@usda.gov)  
O: 303-328-9045, C: 303-907-0092

USDA Wildlife Services Colorado State Office:  
13922 Denver West Parkway  
Bldg. 54, Suite 100-WS  
Golden, CO 80401  
Main Line: 303-328-9041

**AUTHORIZATION:**

**Cooperator:**

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Anthony Latour, Parks and Rec Director  
City of Lamar

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

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Martin S. Lowney, Colorado State Director

Date

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Wendy Anderson, Western Regional Director

Date

Prepared by (APHIS-WS employee): Joey Gacnik



Agenda Item No. 12

Council Date: 04/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid 44-003 for Concessions at Lamar Sports Complex

INITIATOR: Kristin Schwartz, Anthony LaTour CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Award Bid 44-003

STAFF INFORMATION SOURCE: Kristin Schwartz, Anthony LaTour, Rob Evans

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**BACKGROUND:** The City of Lamar solicited proposals for the 2024 Annual Concessions Bid for all Ballfields. Bid packets were mailed to all relevant businesses in our area and the request for proposal was advertised in the local paper on April 4, 2024. One proposal was received and accepted by the City Treasurer by 5:00 p.m. on April 16, 2024. The bid opening was held on April 17, 2024.

**RECOMMENDATION:** Staff recommends that the award for the 2024 Annual Concession Bid be awarded to 3 - SG.

CITY OF LAMAR

44-003

CONCESSION

LAMAR SPORTS

COMPLEX

4/5/2023

BIDDERS	3 SG CONCESSION  GRANADA			
ITEM 1: CONCESSION CONTRACT LAMAR SPORTS COMPLEX				
GROSS SALES ,AFTER TAXES	13%			
MAY 1, 2024 TO AUG 31, 2024				
PER BID INSTRUCTIONS				
PROOF OF INSURANCE:				
CITY SALES TAX LICENSE:	yes			
PRESENT FOR BID OPENING:				
KRISTIN SCHWARTZ-TREASURER				
TRACEY SIGALA-3SG				
<i>Scott McPherson</i>				
<i>Karen Woodruff</i>				

BIDDER: 3SG CONCESSION


BID #: 44-003

4/17/2024

BID ITEM(S): 2024 CONCESSION AT LAMAR SPORTS COMPLEX

### CITY OF LAMAR BID CHECKLIST

LICENSES, INSURANCE, BONDS, ETC.	RECEIVED		NOT REQUIRED	COMMENTS
	YES	NO		
BID SPECIFIED STARTING AND COMPLETION DATES			X	
BID DEPOSIT RECEIVED - 5% OF TOTAL BID			X	
BID DEPOSITS RETURNED TO ALL UNSUCCESSFUL BIDDERS			X	
CITY OF LAMAR BUSINESS / SALES TAX LICENSE LICENSE NUMBER 3997	X			
PERFORMANCE BOND - 100% OF BID AMOUNT			X	
WARRANTY BOND - _____% OF BID AMOUNT			X	
PROOF OF WORKMAN'S COMPENSATION INSURANCE COVERAGE			X	
PROOF OF PUBLIC LIABILITY INSURANCE COVERAGE EQUAL TO OR GREATER THAN \$150,000/PERSON AND \$600,000/INCIDENT			X	
CONTRACTOR'S LICENSE OBTAINED			X	
LIEN WAIVERS ON MATERIAL AND LABOR HAVE BEEN SUPPLIED TO THE BUILDING CODES OFFICIAL			X	
CONTRACT(S) HAVE BEEN EXECUTED BY THE COUNCIL AND BIDDER			X	

  
 \_\_\_\_\_  
 Linda Williams, City Clerk

4/17/2024  
 Date

  
 \_\_\_\_\_  
 Kristin Schwartz, City Treasurer

4/17/2024  
 Date

INSTRUCTIONS: Bids are to be returned by 5:00 P.M. on the return date indicated. Any bid received after the time and date specified will not be considered. Any bid received by a vendor that does not have a current Business / Sales Tax License with the City of Lamar will not be considered. All bids must be enclosed in a sealed envelope plainly marked with the bidder's business name, contact name, address, phone number, bid number and item. No facsimile bids will be accepted. Failure to complete the bid form or meet the requirements specified may constitute grounds for rejection of a bid. Prices quoted shall be on a "F.O.B. Lamar" or "Delivered" basis. Please make note if your bid does not meet all of the specifications and list those items that may differ. The City of Lamar reserves the right to reject any or all bids, to make minor alterations to the specifications, and to accept the proposal that is in the best interest of the City of Lamar.

For further information contact: Kendra Cope at 719-336-2774

Return Date: April 16, 2024 At 5:00 P.M.

Bid Opening: April 17, 2024 At 10:00 A.M.

- ALL BIDDERS ARE ENCOURAGED TO ATTEND THE BID OPENING AND CITY COUNCIL MEETING WHEN SAID BID IS TO BE AWARDED
ALL BIDDERS MUST HAVE A CURRENT BUSINESS / SALES TAX LICENSE AND MUST NOT BE IN DEFAULT ON THE PAYMENT OF TAXES, LICENSES OR ANY OTHER MONIES DUE THE CITY OF LAMAR
PROOF OF INSURANCE MUST BE PROVIDED TO THE CITY WITHIN 10 WORKING DAYS OF AWARD OF BID BY THE CITY COUNCIL AND PRIOR TO ANY ACTIVITIES RELATED TO THE BID
IT IS THE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH ALL LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE

Vendor's Address: SERGIO SIGALA PO BOX 12 GRANADA CO 81041 Phone:

Please return bid to the following address with the Bidder's Business Name, Contact Name, Address, Phone Number, Bid Number and Item Number on the outside of the envelope to:

CITY OF LAMAR OFFICE OF THE CITY TREASURER 102 EAST PARMENTER STREET LAMAR, CO 81052

Bid Response By:

Sergio Sigala owner Signature Title

Bid Invitation By:

Kristin Schwartz, City Treasurer

Table with 5 columns: ITEM #, QANTITY, DESCRIPTION, TOTAL PRICE, COMPLETION DATE. Row 1: Concession Contract located at the Lamar Sports Complex Per bid specifications. City of Lamar will receive 13 % of gross sales. Bids submitted will be considered valid for thirty (30) days after bid opening.

Bids submitted will be considered valid for thirty (30) days after bid opening date.

**City of Lamar**  
**BID #44-003**  
Parks & Recreation Department  
Bid Instructions  
**Concession Contract**

Date of contract: May 1, 2024 to August 31, 2024

1. The contract consists of the operation of the City owned concession stand located at the Lamar Sports Complex.
2. The concessionaire will be required to open at ALL functions held at this location.
3. The concessionaire must meet and follow all City of Lamar and State Health Regulations pertaining to this business.
4. The concessionaire must obtain and provide to the City of Lamar the necessary licenses and/or permits at the time of execution of the contract.
5. The concessionaire must have a public liability policy that shall provide limits of not less than \$150,000.00 for one person or occurrence, and \$600,000.00 in aggregate which shall include product liability coverage.
6. The concessionaire must carry, in its discretion, casualty insurance for their personal property and equipment used in the operation of this agreement.
7. The concessionaire must carry the required amount of workman's comp. coverage for their employees.
8. The concessionaire must operate the stand in a workmanlike manner, keeping the City's facilities free from trash, rubbish and debris and maintaining a clean and safe environment.
9. All equipment used at the concession stand must be approved by the Health Inspector.
10. The concessionaire is required to have a City sale tax license. Sales tax applies to all sales.
11. The City may place reasonable limitations and restrictions upon items to be sold by the operator. The menu must be reviewed and approved in advance by the Leisure Services Director or his/hers representative.
12. The City of Lamar will receive 13 % of the gross sales, after taxes, by the 25 of the following month.
13. The City reserves the right to negotiate with the successful bidder for one (1) additional year.

The contract award will be based on the ability to provide quality and trustworthy service to the public.

Council Date: 4-22-2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid 44-007 for Financing for the New Caterpillar Motor Grader

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Award Bid 44-007

STAFF INFORMATION SOURCE: Kristin Schwartz, Pat Mason, Bill Kisamore, Rob Evans

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**BACKGROUND:** The City of Lamar solicited proposals for financing the New Caterpillar Motor Grader. Bid packets were mailed to all relevant businesses in our area and the request for proposal was advertised in the local paper on April 4, 2024. Four proposals were received and accepted by the City Treasurer by 5:00 p.m. on April 16, 2024. The bid opening was held on April 17, 2024 and all three bids were acknowledged and accepted.

**RECOMMENDATION:** Staff recommends that the award for the Financing for the New Caterpillar Motor Grader be awarded to Community State Bank who bid the lowest interest rate and allow the Mayor Pro Tem to sign the Lease agreement upon approval by City Attorney, City Treasurer and Lender.

44-007

2024

CATERPILLAR

140 LVR

MOTOR GRADER

4/17/2024

BIDDERS	COMMUNITY STATE BANK LAMAR	FRONTIER BANK LAMAR	GNBANK LAMAR	KS STATE BANK KANSAS
ITEM #1: FINANCING FOR LEASE/PURCHASE OF NEW CATERPILLAR 140 LVR MOTER GRADER				
PER BID SPECIFICATIONS				
<b>TOTAL FINANCE AMOUNT: \$354,302.00</b>				
INTEREST RATE:	5.60%	5.80%	5.97%	5.52%
ANNUAL PAYMENTS:	\$ 44,725.55	\$ 45,212.51	\$ 45,509.54	\$ 44,588.28
ADDITIONAL INFORMATION:				
PRESENT FOR BID:				
KRISTIN SCHWARTZ-TREASURER				
RITA MARQUEZ-COMMUNITY STATE BANK				
<i>Doni KRP</i>				
<i>Karen Woodward</i>				

BIDDER: COMMUNITY STATE BANK

BID #: 44-007

4/17/2024

BID ITEM(S): 2024 CATERPILLAR 140 LVR MOTOR GRADER

### CITY OF LAMAR BID CHECKLIST

LICENSES, INSURANCE, BONDS, ETC.	RECEIVED		NOT REQUIRED	COMMENTS
	YES	NO		
BID SPECIFIED STARTING AND COMPLETION DATES			X	
BID DEPOSIT RECEIVED - 5% OF TOTAL BID			X	
BID DEPOSITS RETURNED TO ALL UNSUCCESSFUL BIDDERS			X	
CITY OF LAMAR BUSINESS / SALES TAX LICENSE LICENSE NUMBER 02375	X			
PERFORMANCE BOND - 100% OF BID AMOUNT			X	
WARRANTY BOND - _____% OF BID AMOUNT			X	
PROOF OF WORKMAN'S COMPENSATION INSURANCE COVERAGE			X	
PROOF OF PUBLIC LIABILITY INSURANCE COVERAGE EQUAL TO OR GREATER THAN \$150,000/PERSON AND \$600,000/INCIDENT			X	
CONTRACTOR'S LICENSE OBTAINED			X	
LIEN WAIVERS ON MATERIAL AND LABOR HAVE BEEN SUPPLIED TO THE BUILDING CODES OFFICIAL			X	
CONTRACT(S) HAVE BEEN EXECUTED BY THE COUNCIL AND BIDDER			X	

  
 \_\_\_\_\_  
 Linda Williams, City Clerk

4/17/2024  
 Date

  
 \_\_\_\_\_  
 Kristin Schwartz, City Treasurer

4/17/2024  
 Date




BIDDER: FRONTIER BANK BID #: 44-007 4/17/2024

BID ITEM(S): 2024 CATERPILLAR 140 LVR MOTOR GRADER

### CITY OF LAMAR BID CHECKLIST

LICENSES, INSURANCE, BONDS, ETC.	RECEIVED		NOT REQUIRED	COMMENTS
	YES	NO		
BID SPECIFIED STARTING AND COMPLETION DATES			X	
BID DEPOSIT RECEIVED - 5% OF TOTAL BID			X	
BID DEPOSITS RETURNED TO ALL UNSUCCESSFUL BIDDERS			X	
CITY OF LAMAR BUSINESS / SALES TAX LICENSE LICENSE NUMBER 02025	X			
PERFORMANCE BOND - 100% OF BID AMOUNT			X	
WARRANTY BOND - _____% OF BID AMOUNT			X	
PROOF OF WORKMAN'S COMPENSATION INSURANCE COVERAGE			X	
PROOF OF PUBLIC LIABILITY INSURANCE COVERAGE EQUAL TO OR GREATER THAN \$150,000/PERSON AND \$600,000/INCIDENT			X	
CONTRACTOR'S LICENSE OBTAINED			X	
LIEN WAIVERS ON MATERIAL AND LABOR HAVE BEEN SUPPLIED TO THE BUILDING CODES OFFICIAL			X	
CONTRACT(S) HAVE BEEN EXECUTED BY THE COUNCIL AND BIDDER			X	

  
 \_\_\_\_\_  
 Linda Williams, City Clerk

4/17/2024  
Date

  
 \_\_\_\_\_  
 Kristin Schwartz, City Treasurer

4/17/2024  
Date

BIDDER: GN BANK

BID #: 44-007

4/17/2024

BID ITEM(S): 2024 CATERPILLAR 140 LVR MOTOR GRADER

### CITY OF LAMAR BID CHECKLIST

LICENSES, INSURANCE, BONDS, ETC.	RECEIVED		NOT REQUIRED	COMMENTS
	YES	NO		
BID SPECIFIED STARTING AND COMPLETION DATES			X	
BID DEPOSIT RECEIVED - 5% OF TOTAL BID			X	
BID DEPOSITS RETURNED TO ALL UNSUCCESSFUL BIDDERS			X	
CITY OF LAMAR BUSINESS / SALES TAX LICENSE LICENSE NUMBER 3192	X			
PERFORMANCE BOND - 100% OF BID AMOUNT			X	
WARRANTY BOND - _____% OF BID AMOUNT			X	
PROOF OF WORKMAN'S COMPENSATION INSURANCE COVERAGE			X	
PROOF OF PUBLIC LIABILITY INSURANCE COVERAGE EQUAL TO OR GREATER THAN \$150,000/PERSON AND \$600,000/INCIDENT			X	
CONTRACTOR'S LICENSE OBTAINED			X	
LIEN WAIVERS ON MATERIAL AND LABOR HAVE BEEN SUPPLIED TO THE BUILDING CODES OFFICIAL			X	
CONTRACT(S) HAVE BEEN EXECUTED BY THE COUNCIL AND BIDDER			X	

  
 \_\_\_\_\_  
 Linda Williams, City Clerk

4/17/2024  
 Date

  
 \_\_\_\_\_  
 Kristin Schwartz, City Treasurer

4/17/2024  
 Date

BIDDER: KS STATE BANK KANSAS

BID #: 44-007

4/17/2024

BID ITEM(S): 2024 CATERPILLAR 140 LVR MOTOR GRADER

**CITY OF LAMAR BID CHECKLIST**

LICENSES, INSURANCE, BONDS, ETC.	RECEIVED		NOT REQUIRED	COMMENTS
	YES	NO		
BID SPECIFIED STARTING AND COMPLETION DATES			X	
BID DEPOSIT RECEIVED - 5% OF TOTAL BID			X	
BID DEPOSITS RETURNED TO ALL UNSUCCESSFUL BIDDERS			X	
CITY OF LAMAR BUSINESS / SALES TAX LICENSE LICENSE NUMBER		X		
PERFORMANCE BOND - 100% OF BID AMOUNT			X	
WARRANTY BOND - _____ % OF BID AMOUNT			X	
PROOF OF WORKMAN'S COMPENSATION INSURANCE COVERAGE			X	
PROOF OF PUBLIC LIABILITY INSURANCE COVERAGE EQUAL TO OR GREATER THAN \$150,000/PERSON AND \$600,000/INCIDENT			X	
CONTRACTOR'S LICENSE OBTAINED			X	
LIEN WAIVERS ON MATERIAL AND LABOR HAVE BEEN SUPPLIED TO THE BUILDING CODES OFFICIAL			X	
CONTRACT(S) HAVE BEEN EXECUTED BY THE COUNCIL AND BIDDER			X	

  
 Linda Williams, City Clerk

4/17/2024  
 Date

  
 Kristin Schwartz, City Treasurer

4/17/2024  
 Date



Community State Bank  
717 N. Main St. Lamar, CO 81052

Account Name: CITY OF LAMAR  
Account Number: BID 44-007

**Lease Amortization Schedule @ 5.60%**

Payment#	Pay Date	Payment Amt	Interest	Principal	Balance
	<u>  /  /  </u>	\$0.00	\$0.00	\$0.00	\$354,302.00
1	4/30/2024	\$44,725.55	\$0.00	\$44,725.55	\$309,576.45
2	4/30/2025	\$44,725.55	\$17,336.28	\$27,389.27	\$282,187.18
3	4/30/2026	\$44,725.55	\$15,802.48	\$28,923.07	\$253,264.11
4	4/30/2027	\$44,725.55	\$14,182.79	\$30,542.76	\$222,721.35
5	4/30/2028	\$44,725.55	\$12,472.40	\$32,253.15	\$190,468.20
6	4/30/2029	\$44,725.55	\$10,666.22	\$34,059.33	\$156,408.87
7	4/30/2030	\$44,725.55	\$8,758.90	\$35,966.65	\$120,442.22
8	4/30/2031	\$44,725.55	\$6,744.76	\$37,980.79	\$82,461.43
9	4/30/2032	\$44,725.55	\$4,617.84	\$40,107.71	\$42,353.72
10	4/30/2033	\$44,725.55	\$2,371.81	\$42,353.74	(\$0.02)

## Lease Purchase New Caterpillar 140LVR Motor Grader | RFP 44-007

Rate Period ..... : Exact Days

Nominal Annual Rate ... : 5.800 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	04/30/2024	354,302.00	1		
2 Lease Payment	04/30/2024	45,212.51	1		
3 Lease Payment	04/30/2025	45,212.51	9	Annual	04/30/2033

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

Date	Lease Payment	Interest	Principal	Balance
Lease 04/30/2024				354,302.00
1 04/30/2024	45,212.51	0.00	45,212.51	309,089.49
2024 Totals	45,212.51	0.00	45,212.51	
2 04/30/2025	45,212.51	18,176.18	27,036.33	282,053.16
2025 Totals	45,212.51	18,176.18	27,036.33	
3 04/30/2026	45,212.51	16,586.29	28,626.22	253,426.94
2026 Totals	45,212.51	16,586.29	28,626.22	
4 04/30/2027	45,212.51	14,902.91	30,309.60	223,117.34
2027 Totals	45,212.51	14,902.91	30,309.60	
5 04/30/2028	45,212.51	13,156.49	32,056.02	191,061.32
2028 Totals	45,212.51	13,156.49	32,056.02	
6 04/30/2029	45,212.51	11,235.47	33,977.04	157,084.28
2029 Totals	45,212.51	11,235.47	33,977.04	
7 04/30/2030	45,212.51	9,237.43	35,975.08	121,109.20
2030 Totals	45,212.51	9,237.43	35,975.08	
8 04/30/2031	45,212.51	7,121.89	38,090.62	83,018.58
2031 Totals	45,212.51	7,121.89	38,090.62	
9 04/30/2032	45,212.51	4,895.33	40,317.18	42,701.40
2032 Totals	45,212.51	4,895.33	40,317.18	
10 04/30/2033	45,212.51	2,511.11	42,701.40	0.00
2033 Totals	45,212.51	2,511.11	42,701.40	
Grand Totals	452,125.10	97,823.10	354,302.00	

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Lease Purchase New Caterpillar 140LVR Motor Grader | RFP 44-007

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Last interest amount increased by 0.03 due to rounding.



The Best Place to Bank and Borrow

April 16, 2024

City of Lamar  
Office of the City Treasurer  
102 East Parmenter Street  
Lamar, CO 81052

City of Lamar,

GNBank, N.A. is pleased to offer financing for the lease purchase of a new Caterpillar 140LVR Motor Grader for the City of Lamar.

**Equal Annual Payments**

- Amount: \$ 354,302  
- Initial payment of \$45,509.54 provided at closing
- Rate: 5.97% Fixed  
\*Rate is good for 6 Months
- Payment: \$ 45,509.54

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Remaining</u>
2024	\$45,509.54	\$-	\$45,509.54	\$308,792.46
2025	\$45,509.54	18,690.95	26,818.59	\$281,973.87
2026	\$45,509.54	17,067.64	28,441.90	\$253,531.97
2027	\$45,509.54	15,346.08	30,163.46	\$223,368.51
2028	\$45,509.54	13,557.35	31,952.19	\$191,416.32
2029	\$45,509.54	11,586.27	33,923.27	\$157,493.05
2030	\$45,509.54	9,532.92	35,976.62	\$121,516.43
2031	\$45,509.54	7,355.29	38,154.25	\$83,362.18
2032	\$45,509.54	5,059.67	40,449.87	\$42,912.31
2033	\$45,509.76	2,597.45	42,912.31	\$-
		Total Interest	<b>\$100,793.62</b>	
		Total Repaid	<b>\$455,095.62</b>	

\*Note that interest quoted and interest paid may differ due to timing of payments.

If you have any questions or need more information please give us a call. Thank you for considering our organization for your financing needs.



Hector Martinez Yanez  
Assistant Vice President



Baystone Government Finance

April 11, 2024

## FORMAL PROPOSAL

**OBLIGOR:** CITY OF LAMAR, CO

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the nine (9) year term.

**EQUIPMENT:** RFP 44-007 - FINANCING FOR LEASE / PURCHASE OF MOTOR GRADER

**OPTION 1**

<b>Acquisition Cost:</b>	\$354,302.00	<b>Term:</b>	Nine (9) years	<b>First Payment Due:</b>	At Closing
<b>Down Payment:</b>	\$ 0.00	<b>Payment Mode:</b>	Annual	<b>Payment Amount:</b>	\$44,588.28
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.520%		
<b>Principal Balance:</b>	\$354,302.00	<b>Rate Factor:</b>	0.125848		

**ESCROW STRUCTURE**


- ✓ Escrow Funding Date: April 30, 2024.
- ✓ No Premature Disbursements from Escrow Allowed.
- ✓ Escrow Agreement with KS State Bank.

Date Available	Total Available
October 1, 2024	\$354,302.00
<b>Total:</b>	<b>\$354,302.00</b>

- Interest Earnings in the no cost Escrow Account have been estimated and used to reduce borrowing cost incurred by the Obligor in the form of a lower interest rate and availability is based on the delivery date provided by the dealer.
- ***In the event funding to escrow is delayed beyond April 30, 2024, Oblige reserves the right to adjust and determine a new rate.***
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- Prepayment: Payable anytime after April 30, 2025 without penalty.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

**BAYSTONE GOVERNMENT FINANCE**

**CITY OF LAMAR, CO**

  
 Karen Neathery ~ kneathery@ksstate.bank  
 Account Manager

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502  
 800.752.3562 ~ Fax: 785.537.4806



Agenda Item No. 14

Council Date 4/22/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE Discussion and Approval of Resolution No. 24-04-01 to Amend Employee Personnel Policy Manual

INITIATOR: Margaret Saldana, HR Manager/Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Discussion with intent to move forward with approval of resolution

STAFF INFORMATION SOURCE: City Administrator/HR Manager

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**BACKGROUND:** Nearly every year, there are employees who temporarily exhaust their leave reserves due to personal or family members' illnesses. The City Administrator and Human Resources Manager are recommending amending the Donated Leave Policy in Chapter III, Section 6 of the Personnel Policy Manual to extend eligibility to include all full-time permanent, part-time, seasonal and temporary employees and remove the requirement that an individual be a city employee for more than six months before they can contribute or receive donated Sick Leave. As before, Sick Leave donations are strictly voluntary.

**RECOMMENDATION:** Approve Resolution and authorize the Mayor to sign it and allow for distribution of the amended policy to all employees.

**RESOLUTION NO. 24-04-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMAR, COLORADO  
AMENDING THE DONATED SICK LEAVE POLICY IN CHAPTER III, SECTION 6 UNDER  
THE ELIGIBILITY HEADING OF THE PERSONNEL POLICY MANUAL FOR THE  
EMPLOYEES OF THE CITY OF LAMAR**

**WHEREAS**, Human Resources and Administration have determined that it is in the best interest of the City and its employees to amend the Donated Sick Leave Policy in the current Personnel Policy Manual; and

**WHEREAS**, the amended Donated Sick Leave Policy will allow all full-time permanent employees, part-time employees, seasonal and temporary employees to apply for donated sick leave after they have exhausted all other leave, for their own personal or eligible family members' medical emergencies, and extended illness or injury and at any time during their employment; and

**WHEREAS**, the amendment has been reviewed by the City's administrative staff and the City Council, which finds the amendment to be reasonable and acceptable and wishes to adopt the amended changes to the Personnel Policy Manual of the City of Lamar, Colorado; and

**WHEREAS**, the City Council acknowledges that amendment contains only changes to the Donated Leave Policy and reaffirms that all other aspects to the Personnel Policy Manual remain in effect until amended, changed or revised by the City Council; and

**WHEREAS**, it is hereby found and determined that the meeting at which this Resolution is adopted to be open to the public as required by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMAR, COLORADO:**

1. That except for Chapter III, Section 6 Donated Leave, under the Eligibility heading of the Personnel Policy Manual shall be in effect as of the date of adoption and shall remain in effect until amended, changed or revised by action of the City Council.
2. That Chapter III, Section 6 Donated Leave, under the Eligibility heading of the Personnel Policy Manual shall be amended to repeal and replace the paragraph entirely to read as follows:

Any Requesting Employee is eligible to use Sick Leave under the provisions of this Personnel Policy Manual. If the Requesting Employee becomes eligible for short- or long-term disability benefits under the City's benefit plans, they will no longer be eligible for Donated Leave.

3. That Chapter III, Section 6 Donated Leave, under the Eligibility heading of the Personnel Policy Manual shall be effective as of April 22, 2024 and shall remain in effect until amended, changed, or repealed by action of the City Council.

4. The City Council hereby accepts and adopts this Resolution to amend Chapter III, Sections 6 Donate Leave, under the Eligibility heading of the Personnel Policy Manual effective at Midnight, April 22, 2024.

**BE IT FURTHER RESOLVED**, that copies of the amended policy change shall be distributed to all employees, as applicable.

**INTRODUCED, PASSED, AND ADOPTED** this 22<sup>nd</sup> day of April, 2024.

City of Lamar, Colorado

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Kirk Crespin, Mayor

ATTEST:

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Linda Williams, City Clerk

Agenda Item No 16

Council Date 4/22/2024

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (1) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(f) for Follow up regarding City Clerk, City Treasurer, and City Administrator’s Annual Review (1) For a conference with the City Attorney

ITEM TITLE: for the purpose of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: \_\_\_\_\_

STAFF INFORMATION SOURCE: \_\_\_\_\_

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**BACKGROUND:** Executive Sessions – (1) For Discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(f) for Follow up regarding City Clerk, City Treasurer, and City Administrator’s Annual Review (2) For a conference with the City Attorney for the purpose of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

**RECOMMENDATION:**