

There will be **TWO**

Work Sessions on

Monday September 23, 2024.

- 1.** 6:00 PM – Lamar Main Street Program Presentation by DOLA Main Street Specialist, Traci Stoffel
- 2.** 6:30 PM – Food Truck Ordinance Discussion

Followed by the regular
City Council Meeting

At **7:00 PM**

CITY COUNCIL
WORK SESSION AGENDA
Monday, September 23, 2024
6:00 p.m.

Item 1 – Lamar Main Street Program Presentation by DOLA Main Street Specialist, Traci Stoffel

Item 2 – Food Truck Ordinance Discussion

The regular City Council meeting will follow at 7:00 p.m.

Agenda Item No. 1
Council Date: 9/23/24

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Lamar Main Street Program Presentation by DOLA Main Street Specialist, Traci Stoffel

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: Martha Baird-Alvarez, Main Street Manager

BACKGROUND:

To provide City of Lamar Council with an overview of the Department of Local Affairs (DOLA) Main Street Program, its benefits, and how it can support our ongoing downtown revitalization efforts.

RECOMMENDATION: Discussion. Any ideas or such other action as Council may direct.

Agenda Item No. 2

Council Date 9/23/2024

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Food Truck Ordinance Discussion

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

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: Rob Evans, City Administrator

BACKGROUND: Discussion regarding the Food Truck Ordinance that was approved at the first reading on 8/12/2024.

RECOMMENDATION: Discussion and such other action as council may direct.

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL

Monday, September 23, 2024 - 7:00 p.m.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

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

GENERAL BUSINESS

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

CONSENT AGENDA

- Item 1 – Approval of Council Meeting Minutes – 9/9/2024
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 8/27/2024
- Item 3 – Payment of Bills _____
- Item 4 – License – Renewal _____
 - a) Tavern License (City) – Desiree’s 104 East Beech Street Lamar, CO 81052

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

Item 3 – City Administrator’s Report

Item 4 – Reports and Correspondence from Council

Item 1 – Executive Session – **(1)** 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) regarding Lamar Light and Power and Resolution 17-12-03 **(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) regarding the Food Truck Ordinance

OLD BUSINESS

ORDINANCE 2nd READING

Item 1 – Ordinance No. 1273 – “An Ordinance Amending Chapter 8 Article 1 Regarding Mobile Food Trucks and Pushcarts”

Item 2 – Adopt Resolution 24-09-01 Amending Resolution 17-12-03 Authorizing Payment of \$350,000 Per Year From the City’s General Fund to the Lamar Utilities Board

NEW BUSINESS

Item 1 – Approve CHP’s Quote and Funding of the Health and Dental Insurance Premiums for 2025

Item 2 – Accept CIRSA’s 2025 Property/Casualty Preliminary Contribution Renewal Quote. The Excess Cyber, No Fault Water Line Rupture and/or Sewer Back-up coverage and Property Damage caused by Member’s Operation of Mobile Equipment quotes are also included for this year.

Item 3 – Accept CIRSA’s 2025 Workers’ Compensation Preliminary Contribution Quote

Item 4 – Approve Streamline Agreement for New Website

Item 5 – Permission to Apply for the Firehouse Subs Public Safety Foundation Grant

Item 6 – Permission to Apply for the Animal Assistance Foundation Grant

Item 7 – Permission to Apply for the EPA Brownfield Cleanup Grant

Item 8 – Approve Letter Agreement with Ayers for Consulting Services for the EPA Brownfields Cleanup Grant

Item 9 – Approve Agreement with Ayers for Consulting Services for the Recreation Master Plan

Item 10 – Award Bid 44-011 for Internet Auction Company

Item 11 – Miscellaneous

Item 12 – Executive Session – **(1)** 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) regarding Property Annexation **(2)** For Discussion of personnel Matters under C.R.S. §24-6-402 (4)(f) regarding Annual Performance review format and scope.

NEXT CITY COUNCIL MEETING – Monday, October 14, 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
September 9, 2024

The City Council met in a regular session at 7:01 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: _____

Amend Agenda

Councilmember Tamez moved and Councilmember Zavala seconded to amend agenda to add new item 7 FY2024-2025 Colorado State Grants for Libraries moving item 7 & 8 to item 8 & 9.

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 Bates seconded to approve the consent agenda Items 1-4.

Item #1 – Approval of Council Meeting Minutes – 8/26/2024

Item #2 – Approval of Minutes for Board and Commissions

- a) Utilities Board –8/13/2024
- b) Adjustment & Appeals Board – 7/31/2024

Item #3 – Payment of Bills

General Fund-Vouchers #100197-100288

Item #4 – License – New and Renewal - None

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

Donna Giron, Lamar resident, asked what was being done about the vehicles parking on the sidewalks up and down Main St.

Mayor Crespin stated that they were aware of the issue and are currently working on it.

City Treasurer Report

City Treasure Schwartz provided a copy of all grants that are currently in process with beginning and ending dates.

City Treasurer Schwartz stated that they have a few new grants they are going to ask for permission to apply on tonight's agenda. She also stated that they have been working on the 2025 budget as well as continuing to work on the wastewater treatment plant funding.

Councilmember Tamez asked how the archery range grant was coming along.

City Treasurer Schwartz stated that we have received the PO on the grant and we had to change the location of the range. Right now we are waiting on CPW to approve the change in scope of work for the range and the new location. We have however started purchasing items for the range at this time. She stated that they are having Public Works Director Mason help them, currently the site is listed as a gravel pit and he is working on getting this closed out.

City Clerk Report

City Clerk Williams reported that the July revenue report reflected collections of \$446,685.43 which was up 7.29% or \$30,332.06. Year to Date collections were \$3,752,197.96 which was up 8.13% or \$282,022.65 from 2023.

City Administrator Report

Coffee with Rob

City Administrator Evans announced schedule for Coffee with Rob is below.

- September 18, 2024 – McDonald's
- September 25, 2024 – Pit Stop

Project Update

City Administrator Evans gave project updates on the items below:

- Human Resource department has schedule the employee wellness fair September 16-17, 2024.
- Library is continuing their Discover Amache program and will be host the annual trunk or treat again this year.
- Police Department helped with the 9-11 parade which was a success. They have also been working on gathering information to provide a scope of work regarding the Traffic Study.
- Parks & Recreation are working on the upkeep of all of the parks.
- Public Works has completed the sewer line issue on Valco Rd. and the road is now open. They have begun their paving project for the year.
- Community Development wanted to remind everyone of the plastic and e-waste recycling that is available.

Miscellaneous

Mayor Crespín asked if there was an update on the sidewalk project.

City Treasurer Schwartz stated that they are waiting on the PO to begin the process. Once the PO is received they will send out an RFP to begin the bid process. Will probably not get started until 2025.

Councilmember Gonzales asked for an update on the old meat packing plant.

City Administrator Evans stated that there has been no updates at this time.

Councilmember Gonzales asked if there were any updates on the Burger King building.

City Administrator Evans and Mayor Crespín stated that the building is under contract and that is all that can be said at this time.

Councilmember Jenkins asked if the new speed sign has been put up yet and what is being done about the property at Logan and N. 11th St.

City Administrator Evans stated that he would have to look into the sign and he would get an update on the Logan location.

Reports and Correspondence from Council

Golf Update

Councilmember Gonzales reported that the golf course was closed last Monday to aerate the course. He also stated that the Labor Day Tournament went well, had great attendance. The High School golf teams are still using the course and the match play event registration has closed and begun. Completion will be at the end of September with champion being determined at that time.

Councilmember Gonzales reported that the Two Shot Tournament will be September 27-29, 2024.

Miscellaneous

Councilmember Bates wanted to remind citizens that the first course of action when they see a problem or concern would be to call dispatch.

Councilmember Bates announced that the Chamber of Commerce has asked if SECCI would host a Cornhole Tournament during Oktoberfest, which they will be doing.

Mayor Crespín stated that it is not only Lamar that is having issues with the homeless population, there are several communities having the same problems.

Mayor Crespín announced that PMC will start their convenient care clinic again in the near future.

NEW BUSINESS

Oath of Office for New Police Officer

Mayor Crespín administered the Oath of Office to New Police Officer Steve Sanger. Pinning of Badge was done by Officer Sanger's granddaughter Jezlyina.

Consider Amending Resolution 17-12-03 Authorizing Payment of \$350,000.00 Per Year From the City's General Fund to the Lamar Utilities Board

After discussion on different options Council gave direction to amend Resolution 17-12-03 moving money into General Fund to help with offset of multiple items. This will be brought back to a future meeting for approval.

Contract with Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve contract with Lower Arkansas Valley Area Agency on Aging (LAVAAA) in the amount of \$25,589.00 with a 10% match by City of \$2,844.00 to assist in the operating of the Community Resource and Senior Center for the state fiscal year 2025 which runs July 1, 2024-June 30, 2025 and allow 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".

Permission to Pursue Motorola Grant Program

Councilmember Tamez moved and Councilmember Bates seconded to approve permission to pursue Motorola Grant Program for dashcams and radios costing approximately 207,617.00 for both, this will be included in the 2025 budget in the 20 fund (Capital Improvement).

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates
Voting No: None

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

Permission to Apply for the Edward Byrne Memorial Justice Assistance Grant

Councilmember Bates moved and Councilmember Tamez seconded to approve permission to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$90,000.00 for body cameras.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates
Voting No: None

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

Ordinance – "An Ordinance Amending Chapter 8 Article I Regarding Mobile Food Trucks and Pushcarts"

Councilmember Bates moved and Councilmember Jenkins seconded to approve "An Ordinance Amending Chapter 8 Article I Regarding Mobile Food Trucks and Pushcarts".

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".

FY 2024-2025 Colorado State Grants for Libraries

Councilmember Bates moved and Councilmember Jenkins seconded to approve the submission of the FY 2024-2025 Colorado State Grants for Libraries and authorized electronic submission.

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

City Treasurer Schwartz reminded everyone that there will be a budget work session with departments on September 16, 2024. She also asked if they would like the information for the work session in hard copy or email. All of Council is requesting hard copies, they will be available for pick up on Friday.

City Administrator Evans reminded Council of the CML District meeting and asked that those interested in attending please notify Mary to get reservation sent in.

Executive Session – (1) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding Municipal/District Legal Relationship (2) For Discussion of Personnel Matters under C.R.S. 24-6-402 (4)(f) to Review the Outcome of the City Clerk, City Treasurer, and City Administrators Annual Performance Reviews, Including a Review of the Performance of the Targets that were Provided

Councilmember Jenkins moved and Councilmember Bates seconded to enter into an executive session – (1) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding Municipal/District Legal Relationship (2) For Discussion of Personnel Matters under C.R.S. 24-6-402 (4)(f) to Review the Outcome of the City Clerk, City Treasurer, and City Administrators Annual Performance Reviews, Including a Review of the Performance of the Targets that were Provided.

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 8:12 p.m.

Also in attendance were City Administrator Evans, City Treasurer Schwartz, and City Clerk Williams.

Councilmember Jenkins moved and Councilmember Bates seconded that executive session adjourn at 9:39 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 9:40 p.m.

Lance Clark as City Attorney attests pursuant to C.R.S. § 24-6-402(2)(d.5)(II)(B) that a portion of the executive minutes not recorded constituted a privileged attorney-client conversation.

Lance Clark

Linda Williams – City Clerk

Kirk Crespin – Mayor

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
August 27, 2024**

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

Present: Doug Thrall, Patrick Leonard, Jill Bellomy, Lance Clark, Houssin Hourieh, Leala Owen, Linda Williams

Absent: Jay Brooke, Kirk Crespin, Lisa Denman

Minutes of Previous Meeting – August 13, 2024

Boardmember Leonard moved and Boardmember Bellomy seconded to approve meeting minutes of August 13, 2024.

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

Purchase Orders #630205 thru 630232

Boardmember Leonard moved and Boardmember Bellomy seconded to approve purchase orders #630205 thru 630232 in the amount of \$98,851.89.

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

Payment of Bills

Boardmember Leonard moved and Boardmember Bellomy seconded to approve payment of bills: Vouchers #54807 through #54848 for a total of \$1,219,121.74.

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

Consider Approval of First Amendment to ARPA Agreement for Purchasing Agent Services

Boardmember Leonard moved and Boardmember Bellomy seconded to approve First Amendment to ARPA Agreement for Purchasing Agent Services.

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

Consider Approval of Bid #2049 – Ductile Iron Poles

Boardmember Leonard moved and Boardmember Bellomy seconded to approve and award Bid #2049 for Ductile Iron Poles to McWane for a total of \$81,937.40.

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

July 2024 Financial Report

Superintendent Hourieh reviewed the July 2024 financials which included the following:

Balance Sheet – Cash is down \$321,377.00 from June 2024 and accounts receivable has increased by \$256,782.00.

Income Statement – Total operating revenue is \$1,645,056.00 with total operating costs being \$1,474,403.00 for a gross operating income of \$170,653.00. Adding in non-operating revenues and expenses brings the net loss to \$41,810.00.

YTD Income Statement – YTD operating revenue is \$8,619,956.00 and total operating costs are \$7,997,407.00 resulting in gross operating income of \$622,550.00. Adding in non-operating revenues and expenses, there is a net loss of \$542,944.00.

YTD Comparison to 2023 – Retail sales are up \$692,694.00 or 9%. However, operating expenses are up approximately \$894,913.00 or 13% resulting in a net loss of \$542,944.00 for the year.

System Operating Report

Superintendent Hourieh reported that the line crew completed the replacement of 3 wooden poles with 3 – 40 ft. class II ductile iron poles between LAMSO substation and Rd. CC south of town, and a 40 ft. wooden pole and two pole mount transformers in Bristol after a severe thunderstorm that passed through the area on August 13, 2024 around 3:45 p.m.

Superintendent Hourieh reported that they have begun 2025 budget discussion for the proposed LUB capital outlay. He stated they are moving forward with the scheduled 4kv feeder protection relays upgrade, AMMI metering system upgrade, distribution system upgrade, substations maintenance, wind turbines maintenance which includes bed plate inspection for all turbines and T-3 gearbox elastomer replacement and safety and training.

During last week's storm there was a loss of 15 poles in the well field.

Adjournment

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

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

The meeting adjourned at 12:31 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FOR BANK ACCOUNT:1									
FRONTIER BANK									
100289		226	AFLAC PREMIUM HOLDING						
			AUGUST 2024 AFLAC/CAIC	AUGUST-2024	2,905.04	0.00	244.90		
			AUGUST 2024 AFLAC/CAIC	AUGUST-2024	2,905.04	0.00	1,729.83		
			AUGUST 2024 AFLAC/CAIC	AUGUST-2024	2,905.04	0.00	22.62		
			AUGUST 2024 AFLAC/CAIC	AUGUST-2024	2,905.04	0.00	261.52		
			AUGUST 2024 AFLAC/CAIC	AUGUST-2024	2,905.04	0.00	150.72		
			** PAYMENT TOTAL **	5	2,409.59	0.00	2,409.59	09/06/24	125008
100290		2709	COUNTY HEALTH POOL						
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	5,179.67		
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	10,911.99		
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	84,920.15		
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	15,198.98		
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	13,439.39		
			SEPT 2024 CHP PREMIUM	SEPT-2024-CHP	181,660.48	0.00	6,616.39		
			** PAYMENT TOTAL **	6	136,266.57	0.00	136,266.57	09/06/24	125008
100291		3021	LINCOLN NAT'L LIFE INSURANCE						
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	65.22		
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	45.40		
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	118.55		
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	941.10		
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	126.48		
			SEPT 2024 LINCOLN LIFE	SEPT-2024-LIFE	1,746.22	0.00	102.15		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	97.08		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	66.88		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	131.01		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	1,581.56		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	168.07		
			SEPT 2024 LINCOLN LTD	SEPT-2024-LTD	2,201.40	0.00	156.80		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	90.86		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	62.56		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	145.42		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	1,429.04		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	165.10		
			SEPT 2024 LINCOLN STD	SEPT-2024-STD	2,039.76	0.00	146.78		
			SEPT 2024 LINCOLN VOL LIFE	SEPT-2024-VLIFE	2,139.83	0.00	9.25		
			SEPT 2024 LINCOLN VOL LIFE	SEPT-2024-VLIFE	2,139.83	0.00	102.57		
			SEPT 2024 LINCOLN VOL LIFE	SEPT-2024-VLIFE	2,139.83	0.00	233.05		
			SEPT 2024 LINCOLN VOL LIFE	SEPT-2024-VLIFE	2,139.83	0.00	1,124.35		
			SEPT 2024 LINCOLN VOL LIFE	SEPT-2024-VLIFE	2,139.83	0.00	333.86		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid	Batch Number
100292		99999	SEPT 2024 LINCOLN VOL LIFE ** PAYMENT TOTAL **	24 SEPT-2024-VLIFE	2,139.83	0.00	113.25	125008
100293		91	CHARLOTTE MASCARENAS REFUND OF AMB OVERPAYMENT ** PAYMENT TOTAL **	1 09-04-2024	119.58	0.00	119.58	125008
100294		2450	S E COLO POWER ASSOC AIRPORT SHORT BY .01 E911 HOLLY TOWER @HWY 89&AA ** PAYMENT TOTAL **	2 80501 AUG-2024-E911	319.25	0.00	319.25	125056
100295		2821	WEX BANK EQMAINT- AUGUST FUEL ** PAYMENT TOTAL **	1 99376684-1	23,987.31	0.00	23,987.31	125056
100296		3622	CHARTER COMMUNICATIONS W/C Cable TV ** PAYMENT TOTAL **	1 0016640090224	100.62	0.00	100.62	125056
100297		3918	COLUMN SOFTWARE PBC Public Hearing Ad Holmes & Par ** PAYMENT TOTAL **	1 OCC13ABC-0001	75.63	0.00	75.63	125056
			CINTAS CORP LOC #562					
			AUG-2024 STREETS MATS/TOWELS	4201133562	59.48	0.00	59.48	
			AUG-2024 SANITATION UNIFORMS	4201133601	145.06	0.00	145.06	
			AUG-2024 COMPLEX MOPS/TOWELS	4201133602	176.51	0.00	176.51	
			AUG-2024 ENGINEER MATS	4201133640	16.32	0.00	16.32	
			AUG-2024 EQUIP MAINT MATS/TOWE	4201133680	78.72	0.00	78.72	
			AUG-2024 COM BLDG MOPS/TOWELS	4201133683	279.98	0.00	279.98	
			AUG-2024 ENGINEER UNIFORMS	4201133708	19.27	0.00	19.27	
			AUG-2024 BLDG MAINT UNIFORMS	4201133733	99.66	0.00	99.66	
			AUG-2024 EQUIP MAINT UNIFORMS	4201133736	61.60	0.00	61.60	
			AUG-2024 WATER UNIFORMS	4201133797	179.90	0.00	179.90	
			AUG-2024 PKS/CEM/REC UNIFORMS	4201133891	476.88	0.00	476.88	
			AUG-2024 STREETS UNIFORMS	420113598	217.31	0.00	217.31	
			AUG-2024 ENGINEER UNIFORMS	4201916231	19.27	0.00	19.27	
			AUG-2024 COMPLEX MOPS/TOWELS	4201916260	176.51	0.00	176.51	
			AUG-2024 BLDG MAINT UNIFORMS	4201916261	99.66	0.00	99.66	
			AUG-2024 STREETS UNIFORMS	4201916270	187.74	0.00	187.74	
			AUG-2024 SANITATION UNIFORMS	4201916271	146.11	0.00	146.11	
			AUG-2024 ENGINEER MATS	4201916276	16.32	0.00	16.32	
			AUG-2024 EQUIP MAINT UNIFORMS	4201916287	52.82	0.00	52.82	
			AUG-2024 STREETS MATS/TOWELS	4201916295	73.12	0.00	73.12	
			AUG-2024 COM BLDG MOPS/TOWELS	4201916296	279.98	0.00	279.98	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Batch Number
			AUG-2024 PKS/CEM/REC UNIFORMS	4201916297	544.13	0.00	544.13	
			AUG-2024 EQUIP MAINT MATS/TOWE	4201916302	65.62	0.00	65.62	
			AUG-2024 WAYER UNIFORMS	4201916303	137.15	0.00	137.15	
			AUG-24 CB MOPS/TOWELS/WIPES	4202628770	279.98	0.00	279.98	
			AUG-24 ENGINEER MATS	4202628771	16.32	0.00	16.32	
			AUG-24 COMPLEX MOPS/TOWELS	4202628787	176.51	0.00	176.51	
			AUG-24 STREETS MATS/TOWELS/SOA	4202628794	59.48	0.00	59.48	
			AUG-24 SANITATION UNIFORMS	4202628797	145.06	0.00	145.06	
			AUG-24 STREETS UNIFORMS	4202628819	166.97	0.00	166.97	
			AUG-2024 WATER UNIFORMS	4202628830	137.15	0.00	137.15	
			AUG-24 ENGINEER UNIFORMS	4202628840	19.27	0.00	19.27	
			AUG-24 BLDG MAINT UNIFORMS	4202628845	99.66	0.00	99.66	
			AUG-24 EQUIP MAINT UNIFORMS	4202628848	70.00	0.00	70.00	
			AUG-24 EQUIP MAINT TOWELS/MATS	4202628865	125.78	0.00	125.78	
			AUG-24 PKS/REC/CEM UNIFORMS	4202628893	263.36	0.00	263.36	
			AUG-24 STREETS MATS/TOWELS/SOA	4203239050	73.12	0.00	73.12	
			AUG-24 STREETS UNIFORMS	4203239081	493.89	0.00	493.89	
			AUG-24 COMPLEX MOPS/TOWELS	4203239125	176.51	0.00	176.51	
			AUG-24 SANITATION UNIFORMS	4203239126	145.06	0.00	145.06	
			AUG-24 CB MOPS/TOWELS/WIPES	4203239148	279.98	0.00	279.98	
			AUG-24 ENGINEER UNIFORMS	4203239177	19.27	0.00	19.27	
			AUG-24 BLDG MAINT UNIFORMS	4203239188	99.66	0.00	99.66	
			AUG-24 EQUIP MAINT TOWELS/MATS	4203239191	65.62	0.00	65.62	
			AUG-24 ENGINEER MATS	4203239195	16.32	0.00	16.32	
			AUG-2024 WATER UNIFORMS	4203239241	137.15	0.00	137.15	
			AUG-24 EQUIP MAINT UNIFORMS	4203239273	58.45	0.00	58.45	
			AUG-24 PKS/REC/CEM UNIFORMS	4203239285	261.26	0.00	261.26	
			** PAYMENT TOTAL **		6,994.95	0.00	6,994.95	09/10/24 125056
100298		3997	FNBO					
			TAGS FOR W/C BUS	08-23-2024	14.09	0.00	14.09	
			EMPLOYEE RECOGNITION	421417664418	106.68	0.00	106.68	
			Water/WW- UPS Shipping	441872-1	204.88	0.00	204.88	
			Water/WW- UPS	441885	65.06	0.00	65.06	
			Water/WA- Hydrolic Unit	441886	5,816.88	0.00	5,816.88	
			WA- UPS,TrackSupply,Lilicesars	441889	906.80	0.00	906.80	
			BIDNET DIRECT ONE YEAR SUB.	442475	540.00	0.00	540.00	
			Daylight Donuts Common Grounds	442527	53.45	0.00	53.45	
			Quiznos - City Council Dinner	442528	139.00	0.00	139.00	
			WA/WW HOLIDAY INN VALCO MANHOL	442589	107.00	0.00	107.00	
			WA/WW UPS CHARGES	442593	64.20	0.00	64.20	

Batch: 0 Period: 09/18/24

Payment Number	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Paid Pay Date	Batch Number
			LIBRARY SSL CERTIFICATE	442687	99.99	0.00	99.99	
			Amb Eq - Door grabber	442716	61.02	0.00	61.02	
			dvd-library	442730	99.00	0.00	99.00	
			stage parts-library	442731	376.62	0.00	376.62	
			grants guide database-library	442745	249.00	0.00	249.00	
			POOL-COOKIES	442841	55.92	0.00	55.92	
			GRASS SEED	442860	289.00	0.00	289.00	
			PD YRLY MEMBERSHIP	442893	120.00	0.00	120.00	
			EQMAINT- LOVES , SPEEDCO	442919	1,667.53	0.00	1,667.53	
			EQMAINT- OFFICE SUPPLY	442929	153.72	0.00	153.72	
			PD REGISTRATION/FEAR-COVA	443182	575.00	0.00	575.00	
			W/C Magnets, stamps, flag pins	44538	389.63	0.00	389.63	
			** PAYMENT TOTAL **	23	12,154.47	0.00	12,154.47	09/10/24 125056
100299		362	CITY OF LAMAR - EFT ACCOUNT	09-12-2024	1,404.91	0.00	1,404.91	
			RETURNED EFT HION EV LLC		1,404.91	0.00	1,404.91	09/12/24 125101
			** PAYMENT TOTAL **					
100300		666	COMMUNITY STATE BANK	5099:382	80.00	0.00	80.00	
			HSA ACCT:5099:214:09/14/24	5099:55	450.00	0.00	450.00	
			HSA ACCT:5099:214:09/14/24		530.00	0.00	530.00	09/17/24 125180
			** PAYMENT TOTAL **	2				
100301		910	PEOPLES CREDIT UNION	5099:368	124.60	0.00	124.60	
			CREDITUNION:5099:303:09/14/24		124.60	0.00	124.60	09/17/24 125180
			** PAYMENT TOTAL **	1				
100302		2055	CITY OF LAMAR	5099:235	859.54	0.00	859.54	
			FED W/H:5099:800:09/14/24	5099:236	714.00	0.00	714.00	
			COLO W/H:5099:810:09/14/24	5099:237	278.58	0.00	278.58	
			MEDICARE:5099:701:09/14/24	5099:238	278.58	0.00	278.58	
			MEDICARE:5099:801:09/14/24	5099:239	119.14	0.00	119.14	
			SOC SEC BN:5099:702:09/14/24	5099:240	119.14	0.00	119.14	
			SOC SEC:5099:802:09/14/24	5099:25	13,867.49	0.00	13,867.49	
			FED W/H:5099:800:09/14/24	5099:252	1,510.69	0.00	1,510.69	
			PENSION:5099:275:09/14/24	5099:253	38.42	0.00	38.42	
			INTEGRATED:5099:288:09/14/24	5099:254	1,699.54	0.00	1,699.54	
			PENSION:5099:775:09/14/24	5099:255	59.76	0.00	59.76	
			INTEGRATED:5099:788:09/14/24	5099:26	121.00	0.00	121.00	
			COLO W/H:5099:810:09/14/24	5099:27	7,545.73	0.00	7,545.73	
			COLO W/H:5099:810:09/14/24	5099:275	471.39	0.00	471.39	
			FED W/H:5099:800:09/14/24	5099:276	285.00	0.00	285.00	
			COLO W/H:5099:810:09/14/24	5099:277	116.47	0.00	116.47	
			MEDICARE:5099:701:09/14/24					

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HF/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Paid Pay Date	Batch Number
			MEDICARE:5099:801:09/14/24	5099:278	116.47	0.00	116.47	
			SOC SEC BN:5099:702:09/14/24	5099:279	111.24	0.00	111.24	
			MEDICARE:5099:701:09/14/24	5099:28	2,876.04	0.00	2,876.04	
			SOC SEC:5099:802:09/14/24	5099:280	111.24	0.00	111.24	
			PENSION:5099:275:09/14/24	5099:287	543.36	0.00	543.36	
			INTEGRATED:5099:288:09/14/24	5099:288	28.08	0.00	28.08	
			ONEA ROTH:5099:293:09/14/24	5099:289	25.40	0.00	25.40	
			MEDICARE:5099:801:09/14/24	5099:29	2,876.04	0.00	2,876.04	
			PENSION:5099:775:09/14/24	5099:290	611.28	0.00	611.28	
			INTEGRATED:5099:788:09/14/24	5099:291	43.68	0.00	43.68	
			SOC SEC BN:5099:702:09/14/24	5099:30	4,552.82	0.00	4,552.82	
			SOC SEC:5099:802:09/14/24	5099:31	4,552.82	0.00	4,552.82	
			FED W/H:5099:800:09/14/24	5099:312	1,417.09	0.00	1,417.09	
			COLO W/H:5099:810:09/14/24	5099:313	788.90	0.00	788.90	
			MEDICARE:5099:701:09/14/24	5099:314	243.70	0.00	243.70	
			MEDICARE:5099:801:09/14/24	5099:315	243.70	0.00	243.70	
			SOC SEC BN:5099:702:09/14/24	5099:316	369.37	0.00	369.37	
			SOC SEC:5099:802:09/14/24	5099:317	369.37	0.00	369.37	
			POLICE PMS:5099:272:09/14/24	5099:32	4,001.11	0.00	4,001.11	
			PENSION:5099:275:09/14/24	5099:328	1,247.05	0.00	1,247.05	
			ABT \$457K:5099:280:09/14/24	5099:329	35.00	0.00	35.00	
			POLICE PEN:5099:772:09/14/24	5099:33	4,501.25	0.00	4,501.25	
			ICMA:5099:283:09/14/24	5099:330	14.09	0.00	14.09	
			INTEGRATED:5099:288:09/14/24	5099:331	113.21	0.00	113.21	
			PENSION:5099:775:09/14/24	5099:332	1,402.93	0.00	1,402.93	
			ICMA:5099:783:09/14/24	5099:333	14.09	0.00	14.09	
			INTEGRATED:5099:788:09/14/24	5099:362	176.13	0.00	176.13	
			FED W/H:5099:800:09/14/24	5099:334	1,337.00	0.00	1,337.00	
			COLO W/H:5099:810:09/14/24	5099:363	919.90	0.00	919.90	
			MEDICARE:5099:701:09/14/24	5099:364	288.98	0.00	288.98	
			MEDICARE:5099:801:09/14/24	5099:365	288.98	0.00	288.98	
			SOC SEC BN:5099:702:09/14/24	5099:366	635.31	0.00	635.31	
			SOC SEC:5099:802:09/14/24	5099:367	635.31	0.00	635.31	
			PENSION:5099:275:09/14/24	5099:384	1,130.60	0.00	1,130.60	
			ICMA:5099:283:09/14/24	5099:385	37.57	0.00	37.57	
			INTEGRATED:5099:288:09/14/24	5099:386	191.90	0.00	191.90	
			PENSION:5099:775:09/14/24	5099:387	1,271.93	0.00	1,271.93	
			ICMA:5099:783:09/14/24	5099:388	37.57	0.00	37.57	
			INTEGRATED:5099:788:09/14/24	5099:389	298.50	0.00	298.50	
			ABT \$457K:5099:280:09/14/24	5099:391	75.00	0.00	75.00	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	EP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Batch Number
			FED W/H:5099:800:09/14/24	5099:420	699.73	0.00	699.73	
			COLO W/H:5099:810:09/14/24	5099:421	450.47	0.00	450.47	
			MEDICARE:5099:701:09/14/24	5099:422	179.59	0.00	179.59	
			MEDICARE:5099:801:09/14/24	5099:423	179.59	0.00	179.59	
			SOC SEC BN:5099:702:09/14/24	5099:424	162.54	0.00	162.54	
			SOC SEC:5099:802:09/14/24	5099:425	162.54	0.00	162.54	
			PENSION:5099:275:09/14/24	5099:437	829.09	0.00	829.09	
			ABT 457K:5099:284:09/14/24	5099:438	16.66	0.00	16.66	
			INTEGRATED:5099:288:09/14/24	5099:439	48.96	0.00	48.96	
			PENSION:5099:775:09/14/24	5099:440	932.73	0.00	932.73	
			INTEGRATED:5099:788:09/14/24	5099:441	76.15	0.00	76.15	
			PENS LOAN:5099:475:09/14/24	5099:48	367.14	0.00	367.14	
			PENSION:5099:275:09/14/24	5099:58	6,453.42	0.00	6,453.42	
			VOL AFT %:5099:276:09/14/24	5099:59	46.02	0.00	46.02	
			VOL AFT \$:5099:277:09/14/24	5099:60	15.00	0.00	15.00	
			ABT \$457K:5099:280:09/14/24	5099:61	100.00	0.00	100.00	
			ICMA:5099:283:09/14/24	5099:62	42.26	0.00	42.26	
			ABT 457K:5099:284:09/14/24	5099:63	92.53	0.00	92.53	
			INTEGRATED:5099:288:09/14/24	5099:64	1,241.59	0.00	1,241.59	
			ONEA ROTH:5099:293:09/14/24	5099:65	116.40	0.00	116.40	
			PD ROTH \$:5099:294:09/14/24	5099:66	135.00	0.00	135.00	
			ONEA ROTH:5099:295:09/14/24	5099:67	50.00	0.00	50.00	
			PENSION:5099:775:09/14/24	5099:68	7,260.04	0.00	7,260.04	
			ICMA:5099:783:09/14/24	5099:69	42.26	0.00	42.26	
			INTEGRATED:5099:788:09/14/24	5099:70	1,931.32	0.00	1,931.32	
			ABT \$457K:5099:280:09/14/24	5099:71	250.00	0.00	250.00	
			ABT 457K:5099:284:09/14/24	5099:72	136.55	0.00	136.55	
			PD \$ 457:5099:289:09/14/24	5099:73	500.00	0.00	500.00	
			** PAYMENT TOTAL **	84	89,136.06	0.00	89,136.06	09/17/24 125180
100303		2056	CITY OF LAMAR-PAYROLL					
			UTIL BILLS:5099:405:09/14/24	5099:432	163.42	0.00	163.42	
			UTIL BILLS:5099:405:09/14/24	5099:46	541.49	0.00	541.49	
			** PAYMENT TOTAL **	2	704.91	0.00	704.91	09/17/24 125180
100304		2323	FIRE & POLICE PENSION ASSN					
			FIRE FPPA:5099:731:09/14/24	5099:443	410.41	0.00	410.41	
			POL FPPA:5099:730:09/14/24	5099:75	1,550.60	0.00	1,550.60	
			FIRE FPPA:5099:731:09/14/24	5099:76	425.91	0.00	425.91	
			** PAYMENT TOTAL **	3	2,386.92	0.00	2,386.92	09/17/24 125180
100305		2404	PROFESSIONAL FINANCE CO					
			2023C30030:5099:653:09/14/24	5099:434	25.00	0.00	25.00	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	RF/VD	Vendor Number	Name/Description	Invoice/Item	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			2023C30030:5099:653:09/14/24	5099:51	25.00	0.00	25.00	09/17/24	125180
			** PAYMENT TOTAL **	2	50.00	0.00	50.00	09/17/24	125180
100306		2862	SOUTHEAST COLO FOP LODGE #30	5099:56	107.50	0.00	107.50	09/17/24	125180
			PD FOP:5099:309:09/14/24		107.50	0.00	107.50	09/17/24	125180
			** PAYMENT TOTAL **	1	208.72	0.00	208.72	09/17/24	125180
100307		3079	METRO COLLECTION SERVICE INC	5099:52	208.72	0.00	208.72	09/17/24	125180
			24C30019:5099:669:09/14/24		208.72	0.00	208.72	09/17/24	125180
			** PAYMENT TOTAL **	1	348.00	0.00	348.00	09/17/24	125180
100308		3362	FAMILY SUPPORT REGISTRY	5099:49	348.00	0.00	348.00	09/17/24	125180
			11882487:5099:522:09/14/24		348.00	0.00	348.00	09/17/24	125180
			** PAYMENT TOTAL **	1	168.75	0.00	168.75	09/17/24	125180
100309		3513	FAMILY SUPPORT REGISTRY	5099:433	168.75	0.00	168.75	09/17/24	125180
			#18220129:5099:589:09/14/24		168.75	0.00	168.75	09/17/24	125180
			#18220129:5099:589:09/14/24		337.50	0.00	337.50	09/17/24	125180
			** PAYMENT TOTAL **	2	515.00	0.00	515.00	09/18/24	125205
100310		2	A-1 RENTAL AND SALES INC	61547	515.00	0.00	515.00	09/18/24	125205
			WA/MW SUB PUMP VALCO MANHOLE	61730	110.55	0.00	110.55	09/18/24	125205
			CEMETERY-ENG OIL/TRIM STRING		625.55	0.00	625.55	09/18/24	125205
			** PAYMENT TOTAL **	2	11.50	0.00	11.50	09/18/24	125205
100311		9	ARTS LOCK SERVICE	442592	11.50	0.00	11.50	09/18/24	125205
			WA/MW KEYS TO NEW WELL HOUSE		11.50	0.00	11.50	09/18/24	125205
			** PAYMENT TOTAL **	1	1.01	0.00	1.01	09/18/24	125205
100312		15	LAMAR BMS	433647	1.01	0.00	1.01	09/18/24	125205
			PARKS-DOME CAP	434763	11.78	0.00	11.78	09/18/24	125205
			PWKS- T-HINGE ZINC/SFTY HASP	434851	24.16	0.00	24.16	09/18/24	125205
			PWKS- T-HINGE ZINC/SFTY HASP	434919	27.89	0.00	27.89	09/18/24	125205
			PWKS- T-HINGE ZINC/SFTY HASP	435008	8.69	0.00	8.69	09/18/24	125205
			CEMETERY-ADHESIVE	435392	6.99	0.00	6.99	09/18/24	125205
			PARKS-RESTROOM DOOR HOLDER	435470	11.49	0.00	11.49	09/18/24	125205
			BALLPARK-MARKING PAINT	435699	516.99	0.00	516.99	09/18/24	125205
			BALLPARK-ELECT TAPE	435792	7.45	0.00	7.45	09/18/24	125205
			** PAYMENT TOTAL **	9	616.45	0.00	616.45	09/18/24	125205
100313		22	CITY OF LAMAR-UTILITIES	AUGUST-2024	59,532.71	0.00	59,532.71	09/18/24	125205
			AUGUST 2024 BILLING	AUGUST/2024	28,151.05	0.00	28,151.05	09/18/24	125205
			AUGUST 2024 BILLING	AUGUST/2024	28,151.05	0.00	28,151.05	09/18/24	125205
			AUGUST 2024 BILLING	AUGUST/2024	87,683.76	0.00	87,683.76	09/18/24	125205
			** PAYMENT TOTAL **	3	40.00	0.00	40.00	09/18/24	125205
100314		34	DELOACHS WATER COND INC	90667	40.00	0.00	40.00	09/18/24	125205
			E911 - 2024 WATER SERVICE		40.00	0.00	40.00	09/18/24	125205

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			WATER	90763-POOL	25.00	0.00	25.00		
			CLERKS OFFICE WATER SERVICE	91119	21.00	0.00	21.00		
			WATER	91264-REC	29.00	0.00	29.00		
			2024 WATER SERVICES AT AIRPORT	AUG-2024-AIRPORT	100.50	0.00	100.50		
			2024 WATER SERVICES AT AIRPORT	SEPT-2024-AIRPORT	27.00	0.00	27.00		
			PD WATER RENTAL 2024	SEPT-2024-LPD	19.50	0.00	19.50		
			** PAYMENT TOTAL **	7	262.00	0.00	262.00	09/18/24	125205
100315		57	AIRGAS USA LLC						
			Fire Eq - Testing Bottles	9153194320	192.15	0.00	192.15		
			** PAYMENT TOTAL **	1	192.15	0.00	192.15	09/18/24	125205
100316		62	LAMPAR AUTO PARTS						
			PWKS- FILTERS/STEMCO/STROBE	755339	17.37	0.00	17.37		
			PWKS- FILTERS/STEMCO/STROBE	755831	19.25	0.00	19.25		
			PWKS- FILTERS/STEMCO/STROBE	755869	41.68	0.00	41.68		
			PWKS- FILTERS/STEMCO/STROBE	755889	12.14	0.00	12.14		
			PWKS- FILTERS/STEMCO/STROBE	755958	487.98	0.00	487.98		
			PWKS- FILTERS/STEMCO/STROBE	755982	16.53	0.00	16.53		
			PWKS- FILTERS/STEMCO/STROBE	756006	61.07	0.00	61.07		
			CEMETERY- BLADE	756273	111.90	0.00	111.90		
			PWKS- FILTERS/STEMCO/STROBE	756351	49.49	0.00	49.49		
			BALLPARK- BATTERY	756353	106.67	0.00	106.67		
			PWKS- FILTERS/STEMCO/STROBE	756489	61.52	0.00	61.52		
			VOIDED TICKET	756489-V	61.52	0.00	61.52		
			PWKS- FILTERS/STEMCO/STROBE	756507	39.07	0.00	39.07		
			PWKS- FILTERS/STEMCO/STROBE	756598	28.71	0.00	28.71		
			PWKS- FILTERS/STEMCO/STROBE	756674	418.38	0.00	418.38		
			PWKS- FILTERS/STEMCO/STROBE	756758	26.05	0.00	26.05		
			WA/MW SOCKET SET	756764	49.97	0.00	49.97		
			PWKS- FILTERS/STEMCO/STROBE	756776	3.80	0.00	3.80		
			PWKS- FILTERS/STEMCO/STROBE	756849	359.16	0.00	359.16		
			PWKS- FILTERS/STEMCO/STROBE	756965	168.76	0.00	168.76		
			PARKS- JOINT PLIERS	757174	69.99	0.00	69.99		
			PWKS- FILTERS/STEMCO/STROBE	757304	538.74	0.00	538.74		
			PWKS- FILTERS/STEMCO/STROBE	757326	60.60	0.00	60.60		
			CREDIT-CORE DEPOSIT	757400	135.00	0.00	135.00		
			PWKS- FILTERS/STEMCO/STROBE	757586	62.30	0.00	62.30		
			PWKS- FILTERS/STEMCO/STROBE	757595	14.08	0.00	14.08		
			PWKS- FILTERS/STEMCO/STROBE	757728	38.72	0.00	38.72		
			PWKS- FILTERS/STEMCO/STROBE	757736	61.80	0.00	61.80		
			SANITATION- GAUGE	757737	52.18	0.00	52.18		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	RE/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100317		87	** PAYMENT TOTAL **	29	2,781.39	0.00	2,781.39	09/18/24	125205
			RANCHERS SUPPLY OF LAMAR LLC						
			WA-WW TRASH PUMP, HOSE, PIPE	1-3801	537.18	0.00	537.18		
			WA-WW TRASH PUMP, HOSE, PIPE	2-10678	19.20	0.00	19.20		
			WA-WW TRASH PUMP, HOSE, PIPE	2-10996	28.68	0.00	28.68		
			CEMETERY-WIRE	2-11038	8.46	0.00	8.46		
			PARKS-PIPE, COUPLING, CLEANER	2-11127	94.87	0.00	94.87		
			SANITATION- IRON/METAL	2-11215	507.80	0.00	507.80		
			BALLPARKS-NAIL WIRE SPIKE	2-11276	19.80	0.00	19.80		
			** PAYMENT TOTAL **	7	1,215.99	0.00	1,215.99	09/18/24	125205
100318		88	ROBINSON PRINTING INC						
			STREET- DOOR HANGERS	72317	148.50	0.00	148.50		
			Ads-part time clerk	72325	120.00	0.00	120.00		
			Ads-OIT	72326	150.00	0.00	150.00		
			Ads-maint worker senior	72327	160.00	0.00	160.00		
			Ads-com & marketing	72328	240.00	0.00	240.00		
			Ads-library assistant	72329	140.00	0.00	140.00		
			Ads-deputy public works	72330	320.00	0.00	320.00		
			Ads-water tech	72331	40.00	0.00	40.00		
			Ads-police officers	72332	60.00	0.00	60.00		
			Ads	72364	80.00	0.00	80.00		
			Ads	72365	80.00	0.00	80.00		
			Ads	72366	40.00	0.00	40.00		
			Ads	72367	70.00	0.00	70.00		
			Ads	72368	40.00	0.00	40.00		
			Ads	72369	50.00	0.00	50.00		
			** PAYMENT TOTAL **	15	1,738.50	0.00	1,738.50	09/18/24	125205
100319		89	4 RIVERS EQUIPMENT LLC						
			EQMAINT- COMPRESSOR	1568417	667.28	0.00	667.28		
			** PAYMENT TOTAL **	1	667.28	0.00	667.28	09/18/24	125205
100320		175	PRINTED IMAGINATION LLC						
			REC SHIRTS	3921	347.00	0.00	347.00		
			REC SHIRTS	3930	2,101.00	0.00	2,101.00		
			REC SHIRTS	3932	1,753.50	0.00	1,753.50		
			REC SHIRTS	3933	1,078.00	0.00	1,078.00		
			** PAYMENT TOTAL **	4	5,279.50	0.00	5,279.50	09/18/24	125205
100321		179	BIG TIMBERS VETERINARY CLINIC						
			PD DOG CARE	05280	35.00	0.00	35.00		
			PD DOG CARE	05472	50.00	0.00	50.00		
			PD DOG CARE	05473	50.00	0.00	50.00		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100322		197	PD DOG CARE ** PAYMENT TOTAL **	06508 4	0.53 135.53	0.00 0.00	0.53 135.53	09/18/24	125205
			SCHWARTZ MARKETING INC Ads	35265	427.50	0.00	427.50		
			Ads	35277	472.50	0.00	472.50		
			Ads	35297	472.50	0.00	472.50		
			Ads	35313	472.50	0.00	472.50		
100323		213	** PAYMENT TOTAL ** NKC TIRE EQMAINT- TIRES/ REPAIRS	29024 29069	1,845.00 787.20	0.00 0.00	1,845.00 787.20	09/18/24	125205
			EQMAINT - TIRES/ REPAIRS	29069	202.89	0.00	202.89		
			EQMAINT - TIRES/ REPAIRS	29073	30.80	0.00	30.80		
			EQMAINT - TIRES/ REPAIRS	29151	2,120.00	0.00	2,120.00		
			EQMAINT - TIRES/ REPAIRS	29170	22.00	0.00	22.00		
100324		214	** PAYMENT TOTAL ** DEMCO INC dvd cases	7517278	3,162.89 150.78	0.00 0.00	3,162.89 150.78	09/18/24	125205
100325		242	** PAYMENT TOTAL ** FARMERS COUNTRY MARKET POOL-NACHO CHIPS/DISH SOAP	1122 9820	29.24 61.35	0.00 0.00	29.24 61.35	09/18/24	125205
			PARKS-DRINKING WATER						
100326		244	** PAYMENT TOTAL ** PARIS MACHINERY COMPANY EQMAINT- HOSE REE / FREIGHT	A17885	90.59 1,991.40	0.00 0.00	90.59 1,991.40	09/18/24	125205
100327		247	** PAYMENT TOTAL ** COLLEEN SALDANA PD TRAINING-PERDIEM/MILAGE	443178	1,991.40 484.18	0.00 0.00	1,991.40 484.18	09/18/24	125205
100328		257	** PAYMENT TOTAL ** KENNETH TAULMAN Safety boots	443250	484.18 100.00	0.00 0.00	484.18 100.00	09/18/24	125205
100329		361	** PAYMENT TOTAL ** GALLS LLC PD-PRO PANTS	028885697 028904305	100.00 367.25	0.00 0.00	100.00 367.25	09/18/24	125205
			PD-CASE	028950643	46.97	0.00	46.97		
			PD UNIFORMS	028983053	123.54	0.00	123.54		
			PD UNIFORMS	029003305	11.99	0.00	11.99		
			PD UNIFORMS	029004294	7.99	0.00	7.99		
100330		414	** PAYMENT TOTAL ** CREDIT MEMO-RETURN PANTS/SHIRT TRI STATE BODY SHOP INC	6	114.40 443.34	0.00 0.00	114.40 443.34	09/18/24	125205

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100331		423	Fire Eq - Paint Airport Tire ** PAYMENT TOTAL **	8624CM 1	146.98	0.00	146.98	09/18/24	125205
			WALLACE GAS & OIL INC						
			EQMAINT- #2 LOW SULFUR DYED	A36667	27.03	0.00	27.03		
			LANDFILL- #2 LOW SULFUR DYED	S39051	522.50	0.00	522.50		
			LANDFILL- #2 LOW SULFUR DYED	S39077	536.25	0.00	536.25		
			** PAYMENT TOTAL **	3	1,085.78	0.00	1,085.78	09/18/24	125205
100332		428	WOLLER TOWING LLC						
			PD TOWING VEHICLE	15201	150.00	0.00	150.00		
			** PAYMENT TOTAL **	1	150.00	0.00	150.00	09/18/24	125205
100333		482	VICTOR SALCEDO						
			Safety boots reimbursement	443252	100.00	0.00	100.00		
			** PAYMENT TOTAL **	1	100.00	0.00	100.00	09/18/24	125205
100334		522	COLO ASSOC OF CHIEFS OF POLICE						
			PD MEMBERSHIP & BOOKLETS	4969	173.00	0.00	173.00		
			PD MEMBERSHIP & BOOKLETS	4979	700.00	0.00	700.00		
			** PAYMENT TOTAL **	2	873.00	0.00	873.00	09/18/24	125205
100335		555	MACHINE SUPPLY COMPANY						
			EQMAINT- SOLENOID	225328	22.90	0.00	22.90		
			** PAYMENT TOTAL **	1	22.90	0.00	22.90	09/18/24	125205
100336		581	GRETT ELECTRICAL						
			repair disconnect at CRC	12-3702	731.26	0.00	731.26		
			** PAYMENT TOTAL **	1	731.26	0.00	731.26	09/18/24	125205
100337		589	DEWITT EXCAVATING						
			PARKS-GASKET/FLANGE	23300	59.84	0.00	59.84		
			** PAYMENT TOTAL **	1	59.84	0.00	59.84	09/18/24	125205
100338		613	GREAT PLAINS SECURITY LLC						
			PD ALARM SYSTEM SET UP	015203	1,310.00	0.00	1,310.00		
			** PAYMENT TOTAL **	1	1,310.00	0.00	1,310.00	09/18/24	125205
100339		625	LAMAR ANIMAL MEDICAL CENTER LLC						
			PD DOG CARE	247741	5.00	0.00	5.00		
			PD DOG CARE	248197	50.00	0.00	50.00		
			PD DOG CARE	248338	155.99	0.00	155.99		
			PD DOG CARE	248717	36.55	0.00	36.55		
			PD DOG CARE	249410	105.95	0.00	105.95		
			PD DOG CARE	249412	95.75	0.00	95.75		
			** PAYMENT TOTAL **	6	449.24	0.00	449.24	09/18/24	125205
100340		658	ACE TIRE SERVICE LLC						
			EQMAINT - LABOR MED TRK REPAIR	1-143220	40.00	0.00	40.00		
			** PAYMENT TOTAL **	1	40.00	0.00	40.00	09/18/24	125205

Batch: 0 Period: 09/18/24

Payment Number	HR/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			books	83654404	29.29	0.00	29.29		
			books	83654405	115.82	0.00	115.82		
			** PAYMENT TOTAL **	10	398.94	0.00	398.94	09/18/24	125205
100350		1083	MARIA DEL ROSANIO VALENCIA ROMERO	154666	351.00	0.00	351.00		
			PD MENIDNG UNIFORMS	154668	222.00	0.00	222.00		
			** PAYMENT TOTAL **	2	573.00	0.00	573.00	09/18/24	125205
100351		1096	WARREN F CAMP						
			Consulting work	442396	110.00	0.00	110.00		
			** PAYMENT TOTAL **	1	110.00	0.00	110.00	09/18/24	125205
100352		1101	DAMIEL A NEUHOLD						
			W/C Janitorial Service	SEPT-2024	750.00	0.00	750.00		
			** PAYMENT TOTAL **	1	750.00	0.00	750.00	09/18/24	125205
100353		1115	PARKER MECHANICAL						
			SANITATION- FREON REMOVAL	60760	2,750.00	0.00	2,750.00		
			** PAYMENT TOTAL **	1	2,750.00	0.00	2,750.00	09/18/24	125205
100354		1133	21ST CENTURY EQUIPMENT LLC						
			EOMAIN- FITTING	P12309	5.58	0.00	5.58		
			EOMAIN- ORINGS	P12374	6.87	0.00	6.87		
			** PAYMENT TOTAL **	2	12.45	0.00	12.45	09/18/24	125205
100355		1203	EXPRESS TOLL						
			TOLL EXPRESS SERVICE	2095484795	8.85	0.00	8.85		
			** PAYMENT TOTAL **	1	8.85	0.00	8.85	09/18/24	125205
100356		1225	DIGITCOM ELECTRONICS INC						
			EOMAIN- FCC LICENSE RENEWAL	120000542-1	285.00	0.00	285.00		
			EOMAIN- RADIOS/INSTALL	120000553-1	4,244.98	0.00	4,244.98		
			Fire Op - Radio Repair	121005217-1	65.00	0.00	65.00		
			** PAYMENT TOTAL **	3	4,594.98	0.00	4,594.98	09/18/24	125205
100357		1229	VOIANCE LANGUAGE SERVICES LLC						
			2024 INTERPRETATION SERVICES	2024057518	28.98	0.00	28.98		
			** PAYMENT TOTAL **	1	28.98	0.00	28.98	09/18/24	125205
100358		1306	HOME STORE LLC						
			Amb Ops - Screen Repair	167486	23.45	0.00	23.45		
			** PAYMENT TOTAL **	1	23.45	0.00	23.45	09/18/24	125205
100359		1378	ALIGNMENT PLUS LLC						
			ALIGNMENT 44-3194	2149	120.00	0.00	120.00		
			** PAYMENT TOTAL **	1	120.00	0.00	120.00	09/18/24	125205
100360		1383	LXNN A FEAR						
			PD TRAINING-PERDIEM	443179	217.25	0.00	217.25		
			** PAYMENT TOTAL **	1	217.25	0.00	217.25	09/18/24	125205

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100361		1393	EDWARD JONES/MELISSA BOWER Refund bldg permit fee/plan ** PAYMENT TOTAL **	42422147 1	5,026.74 5,026.74	0.00 0.00	5,026.74 5,026.74	09/18/24	125205
100362		2081	RESERVE ACCOUNT pre-paid postage ** PAYMENT TOTAL **	442191 1	2,000.00 2,000.00	0.00 0.00	2,000.00 2,000.00	09/18/24	125205
100363		2161	CIRSA Workers Comp deductibles Workers Comp deductibles	W24637 W24637-1	4,304.91 1,490.44	0.00 0.00	4,304.91 1,490.44	09/18/24	125205
100364		2235	** PAYMENT TOTAL ** KIMBALL MIDWEST EQMAINT- SHRINK TUBE/ORING/WH ** PAYMENT TOTAL **	102557577 1	5,795.35 520.06 520.06	0.00 0.00	5,795.35 520.06 520.06	09/18/24	125205
100365		2252	ATMOS ENERGY SEPT 2024 BILLING HICKORY SEPT 2024 BILLING FIRE #2 SEPT 2024 BILLING RIVERSIDE SEPT 2024 BILLING CHAMBERS SEPT 2024 BILLING WELCOME CENT SEPT 2024 BILLING ENG SEPT 2024 BILLING EQ MAINT SEPT 2024 BILLING WATER DEPT SEPT 2024 BILLING BALLPARK SEPT 2024 BILLING COMPLEX SEPT 2024 BILLING CRS ** PAYMENT TOTAL **	3014048968-9-24 3014085221-9-24 3014085490-9-24 3014085730-9-2024 3014085730-9-24 3015171304-9-24 3015171555-9-2024 3015171555-9-24 3015213321-9-24 3015354410-9-24 3015354705-9-24 11	30.20 31.24 31.71 12.08 18.12 30.20 20.48 20.48 32.17 30.88 56.27 313.83	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	30.20 31.24 31.71 12.08 18.12 30.20 20.48 20.48 32.17 30.88 56.27 313.83	09/18/24	125205
100366		2293	CHOICE SCREENING Background screening ** PAYMENT TOTAL **	150874 1	52.50 52.50	0.00 0.00	52.50 52.50	09/18/24	125205
100367		2438	REVIVAL ANIMAL HEALTH PD DOG LEASHES ** PAYMENT TOTAL **	INV272099 1	88.75 88.75	0.00 0.00	88.75 88.75	09/18/24	125205
100368		2500	CAPITAL ONE PD SUPPLIES Amb Op - Pens Drinks for City Council water for screening at complex PD-OFFICE SUPPLES PD SUPPLIES PD SUPPLIES	0000487 000057 002661 003127 00329 00411 004155	37.60 7.97 86.84 13.96 63.65 42.60 100.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	37.60 7.97 86.84 13.96 63.65 42.60 100.00	09/18/24	125205

Batch: 0 Period: 09/18/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number	
100369		2511	WA/WW - PAIN MEDS, STENCILLS, PD SUPPLIES WA/WW - PAIN MEDS, STENCILLS, PD SUPPLIES PD PAPER MISC HARDWARE breakroom supplies at complex pop and story time POOL-SPOONS/CUPS/ICE CREAM/SCO ** PAYMENT TOTAL **	00431 00548 00571 00813 00813-1 01594 02573 03537 644785609	38.57 49.72 25.42 299.82 199.88 69.78 13.94 108.59 67.70 1,226.04	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	38.57 49.72 25.42 299.82 199.88 69.78 13.94 108.59 67.70 1,226.04	09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24	125205 125205 125205 125205 125205 125205 125205 125205 125205 125205
100370		2548	AMERICAN ENVIRONMENTAL CONSULT LANDFILL- GENERAL CONSULTING ** PAYMENT TOTAL **	16508	3,411.19 3,411.19	0.00 0.00	3,411.19 3,411.19	09/18/24 09/18/24	125205 125205
100371		2571	STRYKER MEDICAL CORP Amb Eq - Cot Battery ** PAYMENT TOTAL **	9207105944	586.82 586.82	0.00 0.00	586.82 586.82	09/18/24 09/18/24	125205 125205
100372		2639	PROCOP Drug Testing ** PAYMENT TOTAL **	111225	190.00 190.00	0.00 0.00	190.00 190.00	09/18/24 09/18/24	125205 125205
100373		2660	BLAZER ELECTRIC SUPPLY CO STREET - MAIN ST POLE REPLACEM ** PAYMENT TOTAL **	S002530146.001	8,818.92 8,818.92	0.00 0.00	8,818.92 8,818.92	09/18/24 09/18/24	125205 125205
100374		2669	CMH INDUSTRIAL ACCOUNTS EQMAINT- KEY SWITCH ** PAYMENT TOTAL **	18-191643	105.47 105.47	0.00 0.00	105.47 105.47	09/18/24 09/18/24	125205 125205
100375		2727	BIG R PROPERTIES LLC EQMAINT- HEX CAP WA/WW GLOVES & EXT CORD WA/WW GLOVES & EXT CORD EQMAINT- CYLINDER PD CHICKEN FEED CONTAINER ** PAYMENT TOTAL **	141284 141307 141327 141374 141383	6.78 21.99 54.99 150.99 28.99 263.74	0.00 0.00 0.00 0.00 0.00 0.00	6.78 21.99 54.99 150.99 28.99 263.74	09/18/24 09/18/24 09/18/24 09/18/24 09/18/24 09/18/24	125205 125205 125205 125205 125205 125205
100376		2762	HD SUPPLY paper goods for community buil paper goods for Rec and CRC paper goods for Rec and CRC ** PAYMENT TOTAL **	822733283 823716493 823716501	232.22 100.21 165.24 497.67	0.00 0.00 0.00 0.00	232.22 100.21 165.24 497.67	09/18/24 09/18/24 09/18/24 09/18/24	125205 125205 125205 125205
			JVA INC JVA- WATER WHITE/LEAD SER GRANT ** PAYMENT TOTAL **	18567	4,647.60 4,647.60	0.00 0.00	4,647.60 4,647.60	09/18/24 09/18/24	125205 125205

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Paid Pay Date	Batch Number
100377		2772	CANON FINANCIAL SERVICES INC copier-library	34506492	1,022.77	0.00	1,022.77	
			W/C Copier	35180260	50.99	0.00	50.99	
			Fire Op - Copier Rental	35180900	204.63	0.00	204.63	
			2024 COPIER AGREEMENT-CLERKS	35180902	259.64	0.00	259.64	
			PD CANON COPIER CHARGES	35180957	284.19	0.00	284.19	
			Admin Copier	35180960	353.43	0.00	353.43	
			** PAYMENT TOTAL **	6	2,175.65	0.00	2,175.65	09/18/24 125205
100378		2824	COBITCO INC STREET- TACK OIL	00011249	9,249.50	0.00	9,249.50	
			** PAYMENT TOTAL **	1	9,249.50	0.00	9,249.50	09/18/24 125205
100379		2880	QUILL CORPORATION library cardstock	40300780	108.90	0.00	108.90	
			** PAYMENT TOTAL **	1	108.90	0.00	108.90	09/18/24 125205
100380		2917	COLORADO ANALYTICAL LAB INC WA/WW BOD & TSS	240814032	68.00	0.00	68.00	
			WA/WW BOD & TSS	240815027	53.00	0.00	53.00	
			WA/WW BOD & TSS	240820022	68.00	0.00	68.00	
			WA/WW BOD & TSS	240821032	68.00	0.00	68.00	
			WA/WW BOD & TSS	240827028	68.00	0.00	68.00	
			WA/WW BOD & TSS	240828055	68.00	0.00	68.00	
			** PAYMENT TOTAL **	6	393.00	0.00	393.00	09/18/24 125205
100381		2948	CORPORATE BILLING LLC CREDIT - PUMP UNIT REMAN	CR-XA121032970:01	770.00	0.00	770.00	
			EQMAINT - BRACKET/FREIGHT	XA121032671:01	50.16	0.00	50.16	
			EQMAINT - PUMP UNIT, REMAN	XA121032970:01	1,587.32	0.00	1,587.32	
			** PAYMENT TOTAL **	3	867.48	0.00	867.48	09/18/24 125205
100382		3001	CORPORATE BILLING LLC EQMAINT - SENSOR PROXIMITY	XA202011581:01	316.44	0.00	316.44	
			** PAYMENT TOTAL **	1	316.44	0.00	316.44	09/18/24 125205
100383		3034	CITYSERVICEVALCON LLC AIRPORT- JET FUEL	0792068	24,598.85	0.00	24,598.85	
			** PAYMENT TOTAL **	1	24,598.85	0.00	24,598.85	09/18/24 125205
100384		3178	AIRCRAFT SERUCE & SPECIALTY CO AIRPORT- BATTERY/COPPER BRAID	3278527	416.28	0.00	416.28	
			AIRPORT- BATTERY/COPPER BRAID	3278980	24.42	0.00	24.42	
			AIRPORT- BATTERY/COPPER BRAID	4626599	95.40	0.00	95.40	
			AIRPORT- COTTER PIN/BATTERY	7180249	266.66	0.00	266.66	
			AIRPORT- COTTER PIN/BATTERY	7190961	496.92	0.00	496.92	
			AIRPORT- COTTER PIN/BATTERY	7190967	67.91	0.00	67.91	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100385		3224	** PAYMENT TOTAL ** HIGH PLAINS COMMUNITY HEALTH	6	1,367.59	0.00	1,367.59	09/18/24	125205
			Pre-employment physical	736007	82.00	0.00	82.00		
			** PAYMENT TOTAL **	1	82.00	0.00	82.00	09/18/24	125205
100386		3324	UCHEALTH MEDICAL GROUP						
			Pre-employment tests	73273	120.00	0.00	120.00		
			** PAYMENT TOTAL **	1	120.00	0.00	120.00	09/18/24	125205
100387		3328	RUBY'S AUTO BODY INC						
			EQMAINT- RHINO LINING LONG BED	46626	729.00	0.00	729.00		
			** PAYMENT TOTAL **	1	729.00	0.00	729.00	09/18/24	125205
100388		3355	AMAZON CAPITAL SERVICES INC						
			Event Supplies	133G-TN64-JY6T	614.57	0.00	614.57		
			EQMAINT- SINGLE TOP LIFT KEYBO	161Y-77OD-KIQTD	85.49	0.00	85.49		
			PD SHELTER SUPPLIES-GRANT	193V-X6YH-7JYR	807.39	0.00	807.39		
			books	1CF3-6FNR-9VVJ	88.53	0.00	88.53		
			PD RAM MOUNTS	1DNG-49XY-3J9W	303.99	0.00	303.99		
			Amb Eq - Ring Cutters	1J1X-C4DG-MQRN	126.00	0.00	126.00		
			PD VENTALTION VEST & CHAIR	1JYF-Y7B3-9JG4	165.42	0.00	165.42		
			Web Cameras for PCs	1XLN-RW4X-34VG	161.40	0.00	161.40		
			PD DASH CAM/STAND/SOUNDBAR/ laptop cases	1LKQ-TLDD-4FDX	309.99	0.00	309.99		
			PD VENTALTION VEST & CHAIR	1LLJ-XQMK-L1MV	53.98	0.00	53.98		
			Program supplies-library	1LPR-RM3F-1JL9	297.00	0.00	297.00		
			PD DASH CAM/STAND/SOUNDBAR/ Fire Eq - Batteries	1M1N-PQXN-N3P9	175.76	0.00	175.76		
			Docking Stations, Chair/Caster	1M3R-W4NH-3VNT	211.48	0.00	211.48		
			EQMAINT- DESK TOP CADDY/PHONE	1NDJ-RDKH-FYHM	19.80	0.00	19.80		
			PD DASH CAM/STAND/SOUNDBAR/ PD HANDCUFFS	1RX-YYPH-CTWH	190.44	0.00	190.44		
			3-RING BINDERS PACK	1RXP-TK3L-DHRH	41.58	0.00	41.58		
			** PAYMENT TOTAL **	19	3,957.67	0.00	3,957.67	09/18/24	125205
100389		3365	JOE JOHNSON EQUIPMENT LLC						
			EQMAINT- SOL-12V/RUBBER HOSE	P02176	3,848.34	0.00	3,848.34		
			EQMAINT- SOL-12V/RUBBER HOSE	P02440	100.23	0.00	100.23		
			** PAYMENT TOTAL **	2	3,948.57	0.00	3,948.57	09/18/24	125205
100390		3482	GARDEN CITY CO-OP INC						
			EQMAINT- HYD OIL/15W40	PE028961	3,581.40	0.00	3,581.40		
			STREET- ATF/ HYD OIL	PE028964	2,493.92	0.00	2,493.92		
			** PAYMENT TOTAL **	2	6,075.32	0.00	6,075.32	09/18/24	125205
100391		3576	ANIMAL TRAPS AND SUPPLIES						

City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Met Pay Date	Batch Number
100392		3597	PD EZ NABBERS ** PAYMENT TOTAL **	93150	370.29	0.00	370.29	09/18/24	125205
			THE ARTWORKS UNLIMITED LLC		370.29	0.00	370.29	09/18/24	125205
			PD ARTWORK FOR PD DECAL	966950	900.00	0.00	900.00		
100393		3603	** PAYMENT TOTAL ** LA JUNTA TRIBUNE 1 yr sub	248777-2024	900.00	0.00	900.00	09/18/24	125205
			** PAYMENT TOTAL **		87.00	0.00	87.00		
100394		3611	UNITED COMPANIES STREET- 5/8" HBP	LJ8480	87.00	0.00	87.00	09/18/24	125205
			** PAYMENT TOTAL **		1,587.88	0.00	1,587.88		
100395		3616	GUARDIAN TRAINING & CONSULTING SERVICE PD SURVEY & ASSESSMENT	INV-000140	1,587.88	0.00	1,587.88	09/18/24	125205
			** PAYMENT TOTAL **		1,400.00	0.00	1,400.00		
100396		3664	SUNNY COMMUNICATIONS INC PD MOBILE RADIOS	141967	1,400.00	0.00	1,400.00	09/18/24	125205
			** PAYMENT TOTAL **		3,983.79	0.00	3,983.79		
100397		3832	ALBERTS WATER & WASTEWATER SPECIALISTS I WA/WW ORC CHARGES	08202416	3,983.79	0.00	3,983.79	09/18/24	125205
			** PAYMENT TOTAL **		1,863.75	0.00	1,863.75		
100398		3833	VFIS FIRE VOL & ACCIDENT INS PREM	178695130	1,863.75	0.00	1,863.75	09/18/24	125205
			** PAYMENT TOTAL **		1,464.00	0.00	1,464.00		
100399		3882	MONSON CUMMINS & SHOHET LLC WA - WATER ATTORNEY AUG 2024	AUGUST-2024	1,464.00	0.00	1,464.00	09/18/24	125205
			** PAYMENT TOTAL **		3,465.00	0.00	3,465.00		
100400		3900	COMMERCE BANK NEW BANK CARD-J GALLEGOS	DC824-06	3,465.00	0.00	3,465.00	09/18/24	125205
			** PAYMENT TOTAL **		5.95	0.00	5.95		
100401		3926	CORE & MAIN LP WA/WW PARTS WA/WW PARTS WA/WW PARTS	V270064 V326054 V411478	5.95	0.00	5.95	09/18/24	125205
			** PAYMENT TOTAL **		978.56	0.00	978.56		
100402		3936	HOBART SERVICE INC filter housing for CRC	29657742	1,818.75	0.00	1,818.75	09/18/24	125205
			** PAYMENT TOTAL **		940.00	0.00	940.00		
100403		3945	AYRES ASSOCIATES INC EPA BROWNFIELD GRANT-AUGUST COMPREHENSIVE PLAN THRU AUG 24	217450 217675	3,737.31	0.00	3,737.31	09/18/24	125205
			** PAYMENT TOTAL **		541.25	0.00	541.25		
			** PAYMENT TOTAL **		541.25	0.00	541.25	09/18/24	125205
			** PAYMENT TOTAL **		9,213.49	0.00	9,213.49		
			** PAYMENT TOTAL **		9,830.10	0.00	9,830.10		

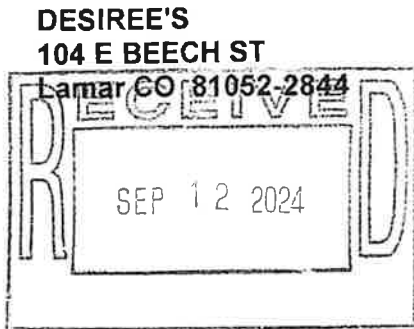
City of Lamar
Payment Register Print

Batch: 0 Period: 09/18/24

Payment Number	EP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Faid Date	Batch Number
100404		4297	** PAYMENT TOTAL ** PROFORCE LAW ENFORCEMENT INC PD GLK 9MM HAND GUNS	2	19,043.59	0.00	19,043.59	09/18/24	125205
100405		4456	** PAYMENT TOTAL ** WAXIE SANITARY SUPPLY INC soap and wax supplies for comp soap and wax supplies for comp	1	3,073.99	0.00	3,073.99	09/18/24	125205
100406		99999	** PAYMENT TOTAL ** STELLA RASMUSSEN REFUND OF DUPL REGIST V BERNDT	2	252.27	0.00	252.27	09/18/24	125205
BANK TOTALS				1	30.00	0.00	30.00	09/18/24	125205
PAYMENTS: 118				494.00	542,508.52	0.00	542,508.52		
VOIDS: 0									

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority



Fees Due		
Annual Renewal Application Fee		\$
Renewal Fee		750.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

DESIREE'S INC

Doing Business As Name (DBA)

DESIREE'S

Liquor License Number

09-30402-0000

License Type

Tavern (city)

Sales Tax License Number

0093040200

Expiration Date

12/31/2024

Due Date

11/16/2024

Business Address

Street Address

104 E BEECH ST

Phone Number

7193365559

City, State, ZIP Code

Lamar CO 81052-2844

Mailing Address

Street Address

104 E BEECH ST

City, State, ZIP Code

Lamar CO 81052-2844

Email

desireebar@gmail.com

Operating Manager

Desiree D. Ellis

Date of Birth

4-25-1958

Home Address

Street Address		Phone Number
525 Willow Valley		719-688-7000
City	State	ZIP Code
Lamar	Colo.	81052

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented* *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Desiree's Bar Desiree Ellis

Title
owner

Signature Date (MM/DD/YY)
[Signature] 9-12-2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title Attest

Signature Date (MM/DD/YY)

Agenda Item No. 1

Council Date: 09/23/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

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: 9/23/2024

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: September 23, 2024

CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

DATE: September 23, 2024

1. Coffee with Rob: September 25 – Pit Stop
2. Career Fair & Business Expo – LCC Wellness Center
October 2nd – 9:00 am – 3:00 pm
3. LCC College Rodeo – October 4th-6th
4. Lamar Chamber of Commerce – Oktoberfest
October 5th – 11:00 am – 9:00 pm
SECCI Kick Cancer in the Cornhole Tournament – 2:00 pm
5. Projects Update
6. Miscellaneous

Agenda Item 1

Council Date 9/23/2024

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (1) 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) regarding Lamar Light and Power and Resolution 17-12-03 (2) For A conference with the City Attorney for the purpose of receiving advice on specific legal

ITEM TITLE: Questions under C.R.S. §24-6-402(4)(b) regarding the Food Truck Ordinance

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCB

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: Executive Sessions – (1) 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) regarding Lamar Light and Power and Resolution 17-12-03 (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) regarding the Food Truck Ordinance

RECOMMENDATION:

Agenda Item No. 1

Council Date: 9/23/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

Ordinance No. 1273 – “An Ordinance Amending Chapter 8 Article 1 Regarding Mobile Food
ITEM TITLE: Trucks and Pushcarts”

INITIATOR: Kirk Crespin, Mayor CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Approve Ordinance on second reading

STAFF INFORMATION SOURCE: Linda Williams, City Clerk; Rob Evans, City Administrator

BACKGROUND: The City Council held a work session on Monday, August 12, 2024 at 5:15 p.m. for a discussion regarding Mobile Food Trucks and Pushcarts operating within Lamar on public owned property and public right-of-ways.

City Council requested an ordinance be drafted regarding the Mobile Food Trucks and Pushcarts and brought back for approval. This ordinance was approved at the first reading on Monday August 9, 2024.

RECOMMENDATION: Staff recommends that City Council approve and adopt the Ordinance on the second reading or such other action as Council may direct.

ORDINANCE NO. 1273

**AN ORDINANCE AMENDING CHAPTER 8 ARTICLE I REGARDING MOBILE FOOD VENDORS
AND ICE CREAM VENDORS**

WHEREAS, Colorado Revised Statutes § 31-15-401 grants general police powers to the City Council to promulgate ordinances for the health, safety and welfare of the public; and

WHEREAS, the use of mobile food trucks and pushcarts have become increasingly popular with residents, businesses and visitors to the City of Lamar; and

WHEREAS, the use of mobile food trucks and pushcarts on public property have created an unfair advantage for other businesses and a safety risk to the vendors and citizens without regulation of the vendors location; and

WHEREAS, mobile ice cream vendors operate differently than mobile food vendors as they are in static locations throughout the City for less than fifteen minutes, and should be allowed to serve customers on City property with appropriate regulations of the vendors; and

WHEREAS, the City Council of the City of Lamar has further determined that it is in the best interest of the health, safety and welfare of the inhabitants of the City to exercise its express authority to regulate the location of mobile food vendors and mobile ice cream vendors in the City of Lamar, consider the needs of existing businesses, and adopt and establish reasonable regulations concerning their location and to amend the City of Lamar Municipal Code as set forth herein.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMAR,
COLORADO AS FOLLOWS:**

**Part 1: The Lamar Municipal Code, CHAPTER 8, Article I, Sec. 8-16 is hereby by amended with the
addition of said section to read as follows:**

Sec. 8-16 Mobile Food Trucks, Pushcarts and Ice Cream Vendors

(a) Definitions. For the purposes of this Article, the following terms shall have the meanings as indicated, unless the context otherwise requires:

1. *Ice cream products* means ice cream, frozen milk, or any other frozen dairy, or non-dairy products of similar nature that may include sorbet, shaved ice and popsicles or ice product or confection.
2. *Mobile Food Truck* means a retail food establishment that is not intended for a permanent location and is a motorized wheeled vehicle, or a trailer that is licensed for use on public roadways, designed and equipped to serve food and beverages operating in either a static or transitory location and customers.
3. *Mobile Food Vendor* means any person who sells food and/or beverages from a mobile food truck or pushcart, excepting mobile ice cream vendors.
4. *Mobile Ice Cream Vendor* means any vehicle, whether human-powered, or motor-powered, from which ice cream products, and no other food items, are sold or offered for sale to the

general public, except for any vehicle operated from a stationary location and does not include mobile establishments that serve food items other than ice cream products.

5. *Pushcart* means a retail food establishment that is not a motorized vehicle, a lightweight cart that is designed to be pushed or pulled by hand and is used to serve food and beverages. Pushcart does not include carts serving only ice cream products.

(b) Operational Standards. Mobile food vendors:

1. Shall not operate on publicly owned property and public right-of-way without prior approval for a special permit under Section 8-16(d).
2. Shall only sell food, nonalcoholic beverages, and branded merchandise specific to the vendor.
3. Shall be in compliance with all local ordinances.
4. Shall not obstruct pedestrian or bicycle passage and shall not impede traffic flow.
5. Shall keep the sidewalks, roadways, and other spaces adjacent to their temporary operating location clean and free of refuse of any kind generated from the operation of their business.

(c) Operational Standards. Mobile Ice Cream Vendor:

1. May operate on publicly owned property or public right-of-way so long as the vehicle is not stationary for 15 minutes at one location without prior approval for a special permit under Section 8-16(d).
2. Shall lawfully and safely be stopped and not impede traffic.
3. Shall only sell ice cream products and branded merchandise specific to the vendor.
4. Shall only operate a vehicle that is clearly marked and identifiable as a mobile ice cream vendor.
5. Shall not operate or permit an employee or contractor to operate as a vendor that is a registered sex offender or has been convicted of any sex crimes involving children.
6. Shall not operate after sunset and before 10:00 a.m.
7. Shall abide by all state, local, federal laws and ordinances.

(d) Special Permit.

1. The City Council may authorize a mobile food vendor to operate on publicly owned property or public right-of-way, or may authorize a mobile ice cream vendor to remain stationary for more than 15 minutes, provided that the mobile food vendor or mobile ice cream vendor:

- i. Completes an application for a special permit to the City Clerk.
- ii. Describes the date, time and location of the use of publicly owned property or public right-of-way.
- iii. Pays the application fee set by resolution of the City Council.

(e) Penalty.

1. Failure to comply with the terms of this chapter shall constitute a violation of this Code, as defined in chapter 1. Any person who is found guilty of or pleads guilty or nolo contendere to the violation of this Code shall, for each offense, be subject to a penalty as set forth in section 1-21. Each day an offense continues shall constitute a separate offense.
2. Repeated violation of this Section shall be considered a public nuisance and such conduct shall be sufficient grounds that may result in:
 - i. Suspension of mobile food vendors or mobile ice cream vendors business license subject to and in accordance with the process set forth in Section 8-10; or
 - ii. Revocation of the mobile food vendors or mobile ice cream vendors business license subject to and in accordance with the process set forth in Section 8-11.

CONFLICT

All Ordinances, Resolutions, Bylaws, and Regulations of the City of Lamar in conflict with the provisions of this Ordinance are hereby repealed.

SEVERABILITY

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, unenforceable or of no legal effect, by a court of competent jurisdiction, the invalidity of such section, paragraph, or clause shall not affect any other provision of this Ordinance.

EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after publication as provided by law.

READ IN FULL, PASSED, AND ORDERED PUBLISHED on first reading the 9th day of September, 2024 in accordance with the City Charter.

ATTEST:

KIRK CRESPIAN, MAYOR

LINDA WILLIAMS, CITY CLERK

READ IN FULL AND ADOPTED on second reading this 23rd day of September, 2024 in accordance with the City Charter.

ATTEST:

KIRK CRESPIAN, MAYOR

LINDA WILLIAMS, CITY CLERK

Agenda Item No. 2

Council Date: 09/23/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Adopt Resolution 24-09-01 Amending Resolution 17-12-03 Authorizing Payment of \$350,000 Per Year From the City's General Fund to the Lamar Utilities Board.

INITIATOR: Robert Evans & Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Adopt Resolution 24-09-01

STAFF INFORMATION SOURCE: Robert Evans, Kristin Schwartz, Manuel Tamez

BACKGROUND:

The City of Lamar adopted Resolution 17-12-03 that directed the City Treasurer to transfer \$350,000 to the Lamar Utilities Board which is the amount received from ARPA each year per the Settlement Agreement approved in November of 2017. The purpose was to reduce electric rates.

RECOMMENDATION: Adopt Resolution 24-09-01

RESOLUTION NO. 24-09-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMAR, COLORADO, AMENDING RESOLUTION 17-12-03 FOR PURPOSES OF TERMINATING THE CITY'S PAYMENT OF \$350,000 PER YEAR FROM THE CITY'S GENERAL FUND TO LAMAR LIGHT & POWER AND FOR SAID PAYMENT TO BE RETAINED BY THE CITY'S GENERAL FUND EACH YEAR THEREAFTER

WHEREAS, the City of Lamar, Prowers County, Colorado ("City"), is a Home Rule Municipality duly organized and existing under the Home Rule Charter for the City and the Constitution and laws of the State of Colorado; and

WHEREAS, in November of 2017 the City Council approved a Settlement Agreement with the Arkansas River Power Authority (ARPA) that ARPA would pay to the City's general fund would three hundred fifty thousand dollars (\$350,000.00) over the then twenty-six (26) years; and

WHEREAS, Resolution 17-12-03 provided that beginning on December 1, 2018 the City would pay three hundred fifty thousand dollars (\$350,000.00) from the City's general fund to the Lamar Light & Power for purposes of lowering rates; and

WHEREAS, the City Council believes that it is in the best interest and welfare of the City and community to allow the three hundred fifty thousand dollars (\$350,000.00) to be retained in the general fund and not transferred to the Lamar Light & Power beginning January 1, 2025 and each year thereafter; and

WHEREAS, the City Council desires to amend Resolution 17-12-03 by terminating the payment from the City's general fund in the amount of three hundred fifty thousand dollars (\$350,000.00) to the Lamar Light & Power beginning January 1, 2025 and each year thereafter and for said monies to be retained by the City of Lamar general fund beginning January 1, 2025 and each year thereafter; and

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

That Resolution 17-12-03 is hereby amended for purposes of terminating the City Treasurer's annual transfer of three hundred fifty thousand dollars (\$350,000.00) from the City's general fund to the Lamar Light & Power beginning January 1, 2025 and each year thereafter, and further to allow the annually received three hundred fifty thousand dollars (\$350,000.00) payment to be retained beginning January 1, 2025 and each year thereafter by the City's general fund for the remaining years of payment from the Arkansas River Power Authority.

INTRODUCED, PASSED AND ADOPTED this 23rd day of September, 2024.

CITY OF LAMAR, COLORADO

Attest:

By _____
KIRK CRESPIAN, Mayor

By: _____
LINDA WILLIAMS, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council for the City of Lamar, Colorado on September 23, 2024.

Agenda Item No. 1

Council Date: 9/23/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Approve CHP's Quote and Funding of the Health and Dental Insurance Premiums for 2025

INITIATOR: Margaret Saldana, HR Manager/
Rob Evans, City Administrator CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Accept premium funding quote and authorize Mayor to sign option sheet

STAFF INFORMATION SOURCE: Human Resources Manager -----

BACKGROUND: County Health Pool announced the renewal rates for the health insurance pool for 2025. We currently offer the PPO Plan B2000, HDHP 2500, Dual Option Dental programs (Plans A and B), Vision and a Supplemental Life policy in the amount of \$10,000 which is employer paid. The City of Lamar will be remaining in the Rate Band 1 which equals a 9.0% increase for 2025 on the Medical Plans. **There will be no rate increases to life, dental or vision for 2025.**

The quote received from CHP is for coverage effective January 1, 2025 through December 31, 2025.

RECOMMENDATION: Accept and authorize the Mayor to sign the 2025 Employer Options which indicates NO CHANGE to the Medical, Dental, Vision and Life plans.

**Please return to Marissa Gaertner no later than
October 7, 2024! (Due by September 30, 2024 if utilizing Online
Enrollment!)**

2025 Employer Options

Medical (Check one or more)

- PPO Plan A
- PPO Plan B500
- PPO Plan B1000
- PPO Plan B1500
- PPO Plan B2000
- HDHP 2000
- HDHP 2500
- HDHP 5000
- NO CHANGE

Dental (Check one or more)

- Plan A Only
- Plan B only
- Dual Option program (Plans A and B)
- No Dental
- NO CHANGE

Vision (Check one)

- Vision
- No Vision
- NO CHANGE

Check one

- Employer "Package" (Employees must enroll in all benefit plans offered)
- Employer "Choice" (Employees can pick and choose which benefit plans to enroll in)

Life-Check one

- Dependent Life Option 1
- Dependent Life Option 2
- Supplemental Life
- NO CHANGE

Check one

- Employer Paid
- Employee Paid

Completed by:

Name: Kirk Crespin, Mayor Signature: _____

Entity Name: City of Lamar

Date: _____

Mailing Address; 800 Grant St., Suite 400, Denver, CO. 80203 Fax; 303 861 2832

Email; mgaertner@ctsi.org

CHP 2025 Rates City of Lamar

Rate Band Info: City of Lamar stayed in Rate Band 1, which equals an approx 9% increase for 2025 Medical/Rx Rates.

The calculated percentage for Band determination is 79%

This is your loss calculation based upon the purpose of determining Band Placement and this number should not be used for underwriting purposes to determine utilization

Current Plan Selections		2024 Rate Band	2025 Rate Band	Coverages	Medical B2000 2025	HDHP 2500 2025
	1		1	EO	\$1,035	\$906
	1		1	E1	\$1,941	\$1,898
	1		1	FAMILY	\$2,385	\$2,088

Alternative Plans		2025 Rate Band	Coverages	Medical A 2025	Medical B500 2025	Medical B1000 2025	Medical B1500 2025	HDHP 2000 2025	HDHP 5000 2025
	1		EO	\$1,338	\$1,280	\$1,170	\$1,114	\$951	\$789
	1		E1	\$2,507	\$2,401	\$2,193	\$2,088	\$1,783	\$1,476
	1		FAMILY	\$3,079	\$2,945	\$2,692	\$2,566	\$2,193	\$1,817

Please see attached sheet for Life, Dental and Vision Rates
No Rate Increases for Life, Dental or Vision for 2025

CHP 2025 Dental Rates

5% Commission Included

(Rate structure must be maintained for at least 3 years.)

Stand Alone	Plan A	Plan B
Two-Tier Rate Structure		
Employee	\$33.15	\$19.45
Employee plus dependent(s)	\$86.10	\$50.35
Three Tier Rate Structure		
Employee	\$35.90	\$21.00
Employee plus one	\$71.60	\$41.85
Employee plus two or more	\$93.10	\$54.40

Dual Option	Plan A	Plan B
Two-Tier Rate Structure		
Employee	\$35.10	\$18.35
Employee plus dependent(s)	\$91.20	\$47.30
Three Tier Rate Structure		
Employee	\$38.00	\$19.65
Employee plus one	\$75.90	\$39.45
Employee plus two or more	\$98.55	\$51.25

COBRA

Benefits: same as those for active participants.

Rates: add 2% to those for active participants.

Rates as of January 1, 2025 are effective through December 31, 2025. At that time, rates will be underwritten with the Pool



CHP 2025 Vision Rates 5% Commission Included

(Rate structure must be maintained for at least 3 years.)

Two-Tier Rate Structure	
Employee	\$5.99
Employee plus dependent(s)	\$15.49
Three Tier Rate Structure	
Employee	\$5.99
Employee plus one	\$11.92
Employee plus two or more	\$15.49

***COBRA**

Benefits: same as those for active participants.

Rates: add 2% to those for active participants.

Rates as of January 1, 2025 are effective through December 31, 2025. At that time, rates will be underwritten with the Pool



Agenda Item No. 2

Council Date: 9/23/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Accept CIRSA's 2025 Property/Casualty Preliminary Contribution Renewal Quote. The Excess Cyber, No Fault Water Line Rupture and/or Sewer Back-up coverage and Property Damage caused by Member's Operation of Mobile Equipment quotes are also included for this year.

INITIATOR: Margaret Saldana, HR Manager/

Rob Evans, City Administrator CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Accept renewal quotes and authorize Mayor to sign acceptance forms

STAFF INFORMATION SOURCE: Human Resources Manager/ City Administrator

BACKGROUND: The City of Lamar has completed and submitted the CIRSA renewal application for the 2025 year. This year's quote reflects NEW minimum deductibles on property, auto physical damage, law enforcement and wind/hail deductions. Final invoices will be emailed on December 16, 2024 and will be adjusted depending on changes made on our renewal application.

We have received a quote from CIRSA in the amount of \$810,443.90 for coverage effective January 1, 2025 through January 1, 2026.

We have also received optional coverage forms for Excess Cyber, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, and Property Damage Caused by Member's Operation of Mobile Equipment.

RECOMMENDATION: Accept and authorize the Mayor to sign the 2025 Property/Casualty Preliminary Contribution Quote from CIRSA. Accept and authorize the Mayor to sign the optional coverage forms (Excess Cyber, No-Fault Water Line Rupture and/or Sewer Back-up coverage and Property Damage Caused by Member's Operation of Mobile Equipment).

August 30, 2024

Margaret Saldana, HR Director
City of Lamar
102 East Parmenter Street
Lamar, CO 81052

RE: 2025 Property/Casualty Preliminary Contribution Quotation

Dear Margaret:

Enclosed is the preliminary quotation for your 2025 contribution to the CIRSA Property/Casualty Pool.

For your convenience, the quote includes a breakdown of contribution by line of coverage. As part of the [2025 Cost-Sharing Initiative](#), this quote reflects the NEW minimum deductibles on property, auto physical damage, law enforcement, and wind/hail deductibles. If your 2024 deductibles were lower than the new minimums, your quote will automatically reflect the new minimums as well as the standard wind/hail deductible. If you requested for 2025 the same liability limits as 2024 with different deductibles for specific property locations or for physical damage to specific vehicles, the quote is attached. If you requested quotes for optional liability limits, various policy level deductible options, and the alternative wind/hail deductible, quotes for those options will be sent to you separately.

The attached quote provides information on your 2025 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. Also included in this packet is a general description of the types and monetary limits of the proposed coverages to be provided to 2025 CIRSA Property/Casualty members. Final invoices will be e-mailed on December 16, 2024, and will be adjusted for any changes made to your 2025 renewal application. Quoted contributions may change if CIRSA's membership changes significantly for 2025 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

Given the increases in minimum deductibles, you may need assistance in evaluating the impact and budgeting implications of these changes. CIRSA's Finance Team can help you understand the impact of these changes, including help with anticipating and estimating how to fund these deductibles. Please contact Linda Black, Assistant Director/Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org. Our Finance Team can also provide you with additional deductible options if you wish to increase your deductibles more than the current minimums.

New for 2025, if you requested a quote for one or more of the CIRSA self-funded optional coverage programs, Excess Cyber (Data Privacy and Network Security), No-Fault Water Line Rupture and/or Sewer Back-Up coverage, or Property Damage Caused by Member's Operation of Mobile Equipment coverage the quotes and plan information are included in this packet.

If you have requested quotes for any of the optional coverage programs including Equipment Breakdown, Excess Crime, Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotes for these optional coverages will be mailed to members in October.



The acceptance forms must be completed and returned to CIRSA on or before **Tuesday, October 1, 2024**. When completing your property/casualty form, please make sure to:

- Initial the desired quote option you wish to accept for 2025.
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet.
- Indicate which payment option you would like for 2025 on the quotation sheet.
- Indicate if you will be participating in the optional Uninsured/Underinsured Motorist Coverage.
- Return the signature page signed by an authorized signer.

When completing your optional coverage forms (I.E. Excess Cyber, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, or Property Damage Caused by Member's Operation of Mobile Equipment, please:

- Indicate if you wish to accept or decline coverage.
- Return the signature page signed by an authorized signer.

For 2025, the average pool-wide increase is 12.6%. Your entity may see a greater or lesser increase, or overall decrease. The factors affecting your contribution include your loss history, changes in exposures and total operating expenditures, chosen deductibles, chosen limits, and your member equity balance.

We thank you for your continued membership in CIRSA, and for your commitment to public entity pooling. If you would like further information, or a virtual or face-to-face meeting, please reach out to Shannon Pursley, Membership Services Manager, at (303) 594-6249 or shannonp@cirsa.org.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2025.

Sincerely,



Tami A. Tanoue
Executive Director

Enc.





CIRSA Property/Casualty Pool
Preliminary 2025 Contribution Quotation
LM2025PC

City of Lamar
 102 East Parmenter Street
 Lamar, CO 81052

Auto Liability Limit: \$5,000,000
 Liability Limit: \$10,000,000

Coverage	Deductible	Contribution
All Risk Property - Building and Contents (See Attached Property Schedule)	\$5,000**	\$325,025.74
Other Property		
Business Income	\$5,000	\$2,959.15
Loss of Rents	\$5,000	\$391.26
Extra Expense	\$5,000	\$1,854.71
Valuable Papers	\$5,000	\$799.86
Electronic Data Processing	\$5,000	\$2,472.04
Accounts Receivable	\$5,000	\$205.87
Fencing	\$5,000	\$259.15
Mobile Equipment	\$5,000	\$9,720.06
Law Enforcement Animals	\$5,000	\$16.64
Overhead Transmission Lines or Distribution Lines & Poles	\$5,000	\$799.86
Park Equipment	\$5,000	\$1,566.35
Athletic Equipment	\$5,000	\$343.94
Outdoor Lighting	\$5,000	\$1,695.82
Signage	\$5,000	\$127.98
Swimming Pool Items	\$5,000	\$71.99
General Outdoor Items	\$5,000	\$271.95
Other Miscellaneous Property	\$5,000	\$2,144.42
Fine Arts	\$5,000	\$306.90
Watercraft	\$5,000	\$27.50
Drones	\$5,000	\$1.36
Auto Liability	\$1,000	\$56,185.51
Auto Physical Damage	\$5,000*	\$84,359.71
General Liability		\$37,206.14
Separately Rated Exposures		
Swimming Pools (Total Number)	\$1,000	\$91.99
Recreational Facilities Area	\$1,000	\$849.84
Electric Distribution Payroll	\$1,000	\$4,167.20
Water/Sewer Payroll	\$1,000	\$3,050.89
Electric Generation Payroll	\$1,000	\$1,818.97
Public Officials Errors & Omissions Liability	\$5,000	\$72,832.32
Employment Practices Liability	\$5,000	\$3,922.93
Employment Benefit Liability	\$5,000	\$1,548.53
Law Enforcement Liability – Total Full-Time Police Officers	\$25,000	\$131,476.18
Law Enforcement Liability – Total Part-Time Reserve Officers	\$25,000	\$61,871.14
Property Damage from Mobile Equipment		See Attached
Water Line Ruptures / Sewer Back-up		See Attached
Excess Cyber Liability		See Attached
Total Contribution		\$810,443.90



CIRSA Property/Casualty Pool
Preliminary 2025 Contribution Quotation
LM2025PC

City of Lamar
 102 East Parmenter Street
 Lamar, CO 81052

All Risk Property Deductible:	\$5,000
Auto Liability Deductible:	\$1,000
Auto Physical Damage Deductible:	\$5,000
General Liability Deductible:	\$1,000
Public Officials Errors & Omissions Liability Deductible:	\$5,000
Law Enforcement Liability Deductible:	\$25,000
Auto Liability Limit:	\$5,000,000
Liability Limit:	\$10,000,000

Description	Amount
Contribution Before Reserve Fund and Loss Experience	\$702,818.58
Reserve Fund Contribution	\$0.00
Impact of Loss Experience	\$107,625.32
Total 2025 Preliminary Quotation before Credits	\$810,443.90

Loss Control Credits (Please indicate the amount that you wish to use. Amount may be split between available options.)

Description	Amount	Credit Options		
		Credit Contribution	Deposit/Leave in Account	Send Check
2024 Loss Control Audit Credit	(\$867.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation with all Available Credits	\$809,576.90			

Billing Options (Please indicate which option you choose)

<input type="checkbox"/> Annual Billing on January 1, 2025 <input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2025
--

To Renew with Quoted Option Initial Here: _____

* Deductible may vary by scheduled vehicle, see attached vehicle schedule.
 ** Deductible may vary by scheduled property, see attached property schedule.
 ***Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

This preliminary quotation includes all exposures reported on your entity's 2025 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 1, 2025.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However public officials errors and omissions deductibles cannot go below \$1,000 and law enforcement liability deductibles cannot go below \$25,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

The City of Lamar participated in the 2024 Uninsured/Underinsured Motorist coverage. Please indicate if the City of Lamar will:

- Accept 2025 Uninsured/Underinsured Motorist coverage
 Decline 2025 Uninsured/Underinsured Motorist coverage

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Lamar.

We accept this preliminary quotation for January 1, 2025 to January 1, 2026. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2025, actual excess insurance premiums, and any changes made to our 2025 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

This page, along with all pages of the applicable attached quote, must be returned on or before Tuesday, October 1, 2024. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Coordinator
3665 Cherry Creek North Drive
Denver, CO 80209
E-Mail: MoniqueF@cirsa.org
Fax: (303) 757-8950 or (800) 850-8950

**2025 NO-FAULT WATER LINE RUPTURE & SEWER BACKUP
Quotation and Notice of Acceptance/Rejection Form**

The City of Lamar does wish to purchase this coverage at the below option effective January 1, 2025 through December 31, 2025.

- Option 1 - \$2,500 Premises/\$10,000 Aggregate - **\$1,213.00**
- Option 2 - \$5,000 Premises/\$20,000 Aggregate - **\$1,821.00**
- Option 3 - \$10,000 Premises/\$40,000 Aggregate - **\$3,034.00**

The City of Lamar does NOT wish to purchase this coverage for 2025.

Reject

For reference, the City of Lamar does participate in Option 3 in this coverage in 2024.

Signature: _____
*Signature must be that of the Mayor, Manager, Clerk or equivalent
(such as President of a Special District).*

Title: _____ Date: _____

This is NOT a bill. An invoice will be sent upon acceptance.

2025 NO-FAULT WATER LINE RUPTURE & SEWER BACKUP Optional Coverage Plan Information

Coverage: Under liability lines coverage, an indemnity payment to a claimant is made only if an incident falls within a waiver provision in the Governmental Immunity Act and the member is at fault for the damage, such as a dangerous physical condition of the public water or sanitation system arising from the member's faulty construction, operation, or maintenance. This optional coverage will pay a limited amount for damage, including cleanup costs to property of others, when the member has immunity or is otherwise not at fault for the damage.

This coverage is excess of any other valid collectible insurance available to the owners of the affected property. This coverage has been designed to help pay a claimant's deductibles, up to the chosen sublimit per any one premises or commercial occupancy, listed below or to assist those without insurance with some of the damage costs or clean up expenses.

Limits: Members have the option of selecting the following limits of coverage:

Option 1	\$ 2,500	Any one residential premises
	\$ 2,500	Any one commercial occupancy
	\$ 10,000	Annual Member Aggregate
Option 2	\$ 5,000	Any one residential premises
	\$ 5,000	Any one commercial occupancy
	\$ 20,000	Annual Member Aggregate
Option 3	\$ 10,000	Any one residential premises
	\$ 10,000	Any one commercial occupancy
	\$ 40,000	Annual Member Aggregate

Deductibles: \$0

Claims: Claims will be handled by the CIRSA Claims Department. Please report claims using the CIRSA on-line claims system or contact your assigned CIRSA Claims Representative.

*This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.***

**2025 PROPERTY DAMAGE CAUSED BY MEMBER'S
OPERATION OF MOBILE EQUIPMENT
Quotation and Notice of Acceptance/Rejection Form**

The City of Lamar

does
 does NOT

wish to purchase this coverage for the annual premium of **\$1,000.00** effective January 1, 2025, through December 31, 2025.

For reference, the City of Lamar does participate in this coverage in 2024.

Signature: _____
*Signature must be that of the Mayor, Manager, Clerk or equivalent
(such as President of a Special District).*

Title: _____ Date: _____

This is NOT a bill. An invoice will be sent upon acceptance.

**2025 PROPERTY DAMAGE CAUSED BY MEMBER'S
OPERATION OF MOBILE EQUIPMENT
Optional Coverage Plan Information**

Coverage: Currently under the Governmental Immunity Act, members who cause injury or damage while operating mobile equipment have governmental immunity. This optional coverage will pay a limited amount for damage to property to others caused by the member's use of mobile equipment. This includes, but is not limited to, street sweepers, lawn mowing equipment, and mobile equipment (other than motor vehicles) used for snowplowing, etc.

This coverage is excess of any other valid collectible insurance available to the owners of the affected property. This coverage has been designed to help pay a claimant's deductibles (up to the \$2,500 sublimit) or assist those without insurance with some of the damage costs.

Limit: \$2,500 Each Claim
 \$10,000 Annual Member Aggregate

Deductible: \$0

Claims: Claims will be handled by the CIRSA Claims Department. Please report claims using the CIRSA on-line claims system or contact your assigned CIRSA Claims Representative.

*This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.***

Agenda Item No. 3

Council Date: 9/23/24

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Accept CIRSA's 2025 Workers' Compensation Preliminary Contribution Quote

INITIATOR: Margaret Saldana, HR Manager
and Rob Evans, City Administrator CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Accept renewal quote and authorize Mayor to sign acceptance form

STAFF INFORMATION SOURCE: Human Resources Manager/City Administrator

BACKGROUND: The City of Lamar has completed and submitted the CIRSA renewal application for the 2025 year.

The quote received from CIRSA is for coverage effective January 1, 2025 through January 1, 2026. The total City's contribution amount is \$190,495.04 for 2025 while the 2024 was \$173,996.00. We have approximately \$25,509 total available in loss control credits which can be applied to the preliminary quote. Our recommendation is that the *Balance Remaining from Prior Years' Loss Control Credits* in the amount of \$13,512.13 be applied to the quotation which would reduce the Total Preliminary Quotation to \$176,982.91. The remaining portion of the overall total loss control credits of \$11,997.00 remain in the LC account to be used for safety awards and safety requests.

RECOMMENDATION: Accept and authorize the Mayor to sign the 2025 Workers Compensation Preliminary Contribution Quote from CIRSA after *Balance Remaining from Prior Years' Loss Control Credits* in the amount of \$13,512.13 are applied to the quote.

August 30, 2024

Margaret Saldana, HR Director
City of Lamar
102 East Parmenter Street
Lamar, CO 81052

RE: 2025 Workers' Compensation Preliminary Contribution Quotation

Dear Margaret:

Enclosed is the preliminary quotation for your 2025 contribution to the CIRSA Workers' Compensation Pool. We're pleased to let you know that contributions reflect the excellent job members have done in controlling losses.

The 2025 Workers' Compensation preliminary quotation letter(s) include the payroll and contribution for each classification. If you have requested multiple deductible options, a separate quote for each option is attached.

If you have requested a quote that reflects the same deductible as 2024's, now may be a good time to look at your chosen deductible. Many of our members have greatly expanded their payrolls in recent years but have not increased their chosen deductibles accordingly. A higher deductible is one way in which you may be able to offset your workers' compensation contribution amounts. Of course, choosing a higher deductible means that your entity will bear more of the cost of a claim, so it's important to assess your entity's appetite and capacity for a higher deductible. CIRSA's Finance Team can help you with this assessment. If you would like to see additional deductible options, please contact Linda Black, Assistant Director/Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

Being a CIRSA member offers you significant benefits that are not available elsewhere, especially if you are also obtaining your property and liability coverages through CIRSA. For example, we are able to seamlessly manage claims that cut across coverage lines, such as a workers' compensation matter that also has employment liability implications, can take a global perspective to defending and/or settling such a matter, and have a special liability coverage, available only to members of both the workers' compensation and property pools, to assist pre-loss resolution of such a matter. CIRSA's risk management services are also specifically tailored to the unique needs of Colorado municipalities. Please see the attached brochures for a summary of those services.

The enclosed quotation is preliminary. Final invoices, e-mailed on December 16, 2024, will be adjusted for any changes made to your 2025 renewal application. In addition, quoted contributions may also change if CIRSA membership changes significantly for 2025 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation(s) provides information on your 2025 contribution, the amount of any Loss Control Credits available to your entity and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2025



CIRSA Workers' Compensation members is attached.

The acceptance form must be completed and returned to CIRSA **on or before Tuesday, October 1, 2024**. When completing your form, please make sure to:

- Initial the quotation sheet that reflects your chosen 2025 deductible option.
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet.
- Indicate which payment option you would like for 2025 on the quotation sheet.
- Return the signature page signed by an authorized signer.

Please note that if you have requested quotations for any of the Optional Coverage Programs, including Occupational Accidental Death & Dismemberment Plan, Sports Accident Medical Plan, Community Service Workers' Accident Medical Plan, or Volunteer Accident Medical Plan coverage, they are not included in this mailing. The carriers that provide coverage for these programs are anticipated to provide quotes that will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Shannon Pursley, Membership Services Manager, is available to offer any further explanation of your quote that you may require. Shannon can be reached at (303) 594-6249 or shannonp@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2025.

Sincerely,



Tami A. Tanoue
Executive Director

enc.





**CIRSA Workers' Compensation Pool
Preliminary 2025 Contribution Quotation**

City of Lamar
102 East Parmenter Street
Lamar, CO 81052

Deductible or SCP: \$5,000

Payroll Class Code and Description	Allocated Payroll	Contribution
5506 - Streets, Roads, Bridge Construction & Repair	\$487,637.00	\$25,257.54
7380 - Drivers N.O.C. including Parking Meter Readers, Library Bookmobile	\$41,441.00	\$2,055.07
7403 - Airport or Helicopter Operations - Ground Crew	\$190,313.00	\$10,552.20
7520 - Waterworks Operations - All Operations	\$496,161.00	\$14,377.88
7539 - Electric Department - including Meter Readers	\$1,904,760.00	\$22,020.69
7590 - Garbage Works including Reduction, Incineration & Land Fill	\$149,474.00	\$3,672.11
7710 - Firefighters & Chief	\$626,434.00	\$18,581.77
7719 - Search, Rescue, Disaster & Ambulance Teams - Paid & Unpaid Volunteers	\$18,247.00	\$3,071.28
7720 - Police Officers, Chief, District Attorney, Investigators with Police Power, Sheriff's Posse, Jail Employees, Traffic Controllers, Armed Guards, Airport Security Personnel	\$1,028,950.00	\$27,860.66
8380 - Garage used for Municipal Vehicles & Mobile Equipment Maintenance	\$171,339.00	\$3,544.64
8601 - Field Engineers & Surveyors	\$64,979.00	\$182.86
8810 - Clerical or Office Employees, including Librarians, Museum Professionals & Judges	\$2,383,527.00	\$2,900.59
8811 - Unpaid Elected Council, Trustees & Officials	\$109,200.00	\$49.83
8831 - Animal Control	\$145,390.00	\$2,178.45
9015 - Building Management & Maintenance	\$250,631.00	\$8,520.98
9102 - Parks & Recreation All Employees, including Swimming Pool Employees	\$435,625.00	\$11,397.73
9220 - Cemetery - All Operations	\$227,813.00	\$11,106.67
9402 - Street Cleaning & Snow Removal	\$49,314.00	\$1,721.59
9403 - Refuse, Garbage & Recycling Collection, including Drivers	\$285,433.00	\$16,955.18
9410 - Not Otherwise Classified - Field & Office	\$228,058.00	\$3,382.41
7720B - Unpaid Police Officer Volunteers, Reserves & Teams	\$16,000.00	\$485.55
8811A - Unpaid Appointed Boards, Commissions & Treasurers	\$1,357,200.00	\$619.36
Total Contribution	\$10,667,926.00	\$190,495.04



**CIRSA Workers' Compensation Pool
Preliminary 2025 Contribution Quotation**

City of Lamar
102 East Parmenter Street
Lamar, CO 81052

Deductible or SCP: \$5,000

Description	Amount
Contribution Before Reserve Fund and Loss Experience	\$217,714.91
Reserve Fund Contribution	\$3,790.95
Impact of Loss Experience	(\$31,010.82)
Total 2025 Preliminary Quotation before Credits	\$190,495.04

Loss Control Credits (Please indicate the amount that you wish to use. Amount may be split between available options.)

Description	Amount	Credit Options		
		Credit Contribution	Deposit/Leave in Account	Send Check
2024 Loss Control Audit Credit	(\$11,997.00)			
Balance Remaining from Prior Years' LC Credits	(\$13,512.13)			
Total Preliminary Quotation with all Available Credits	\$164,985.91			

Billing Options (Please indicate which option you choose)

<input type="checkbox"/> Annual Billing on January 1, 2025 <input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2025
--

To Renew with Quoted Option Initial Here: _____

*****Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.**

Preliminary 2025 Contribution Quotation

This preliminary quotation includes all exposures reported on your entity's 2025 Workers' Compensation Renewal Application.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Lamar.

We accept this preliminary quotation for January 1, 2025 to January 1, 2026. We understand our final invoice may increase or decrease depending upon the number of Workers' Compensation members for 2025, actual excess insurance premiums, and any changes made to our 2025 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned on or before Tuesday, October 1, 2024. An emailed, mailed, or faxed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Coordinator
3665 Cherry Creek North Drive
Denver, CO 80209
E-Mail: MoniqueF@cirsa.org
Fax: (303) 757-8950 or (800) 850-8950

PROPOSED 2025 WORKERS' COMPENSATION COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Workers' Compensation members for the applicable coverage period of January 1, 2025 to January 1, 2026, are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Workers' Compensation coverage
- B. Employer's Liability coverage

II. PROPOSED CIRSA LOSS FUND, AGGREGATE LIMITS, RETENTIONS, EXCESS INSURERS/REINSURERS

For the coverages described in Section I, CIRSA is liable only for payment of the self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

The CIRSA loss fund is as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Workers' Compensation Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

CIRSA's proposed self-insured retention will be \$750,000 per claim/occurrence for all claims made by employees. Coverages in excess of the retention (to statutory limits for Workers' Compensation coverage, and to \$1,000,000/accident for Employer's Liability coverage) are provided by the excess insurers and/or reinsurers in the applicable excess and/or reinsurance policies and are payable only by those excess insurers and/or reinsurers.

III. 2025 PAYROLL AUDIT

The payroll information in your 2025 renewal application is based on your estimated payroll for 2025. We will ask you to provide your actual 2025 payroll in January 2026 and your 2025 contribution will be adjusted to reflect the actual payroll amounts.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2024 and renew their membership in 2025, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2025 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2025 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2025 and return it to the CIRSA office ***on or before Tuesday, October 1, 2024***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Tuesday, October 1, 2024*, for a withdrawal without penalty effective January 1, 2025.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

Agenda Item No. 4
Council Date: 9/23/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Streamline Agreement for New Website

INITIATOR: Anne-Marie Crampton CITY ADMINISTRATOR'S REVIEW: JCE

ACTION PROPOSED: Approve agreement with Streamline

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Thomas Sanchez, Martha Alvarez

BACKGROUND:

The City has been attempting to resolve two longstanding issues: improving its website and complying with new web accessibility requirements. IT and Community Development staff have been looking for a common solution for both challenges as they have participated in software demonstrations. Streamline offers a user-friendly platform to move and reorganize our existing website and the best assistance for web accessibility from the solutions investigated. Staff does not anticipate any issues with activating the new website prior to Tyler Technology modules become available.

There is no multiple-year contract.

RECOMMENDATION: Approve and authorize the Mayor to sign agreement.



STREAMLINE

(916) 900-6619

info@getstreamline.com

www.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816

Streamline Platform - Subscription Agreement

CUSTOMER: **City of Lamar**

ORDER DATE: **09 / 06 / 2024**

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the [Streamline Terms of Service](#). [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#).

SUBSCRIPTION ORDER:

Name	Price
Streamline Flex - Community Pro	\$7,980.00

One-Time Build Costs: **\$2500**
Invoice Frequency: **Annually**

Order #: **21050759226**

Original Order? **Original**

Additional Billing Details:

Billing Start Date: **10 / 01 / 2024**

Paying with check?

Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:

[Redacted Billing Person, Address, City, State, Zip]

Billing Address:

City, State, Zip:

Phone:

[Redacted Phone, Email]

Email:

Streamline:

Name:

Title:

Date:

Signature:

Customer:

Name:

Title:

Date:

Signature:



STREAMLINE

(916) 900-6619

info@getstreamline.com

www.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816



What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the "box").
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to "upgrade" your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.

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Streamline Terms

Related to the use of Streamline software. To learn more about the plans offered by Streamline, including indemnification levels, please see our [Plans page](#).

Streamline™ Terms of Service

Would you like to be notified when our Terms of Service change? [Subscribe to Terms of Services updates >](#)

THE TERMS AND CONDITIONS CONTAINED HEREIN (“AGREEMENT”) APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. (“STREAMLINE”) TO YOU AND THE ORGANIZATION YOU REPRESENT (TOGETHER, “CUSTOMER”). BY ACCESSING OR USING ANY OF STREAMLINE’S SERVICES OR

SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) (“EFFECTIVE DATE”). IN THE EVENT THERE IS A SEPARATELY NEGOTIATED AND EXECUTED MASTER AGREEMENT BETWEEN STREAMLINE AND CUSTOMER WITH RESPECT TO PROCUREMENT OF THE

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1. THE SERVICE

1.1. Provision of the Service. Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below) and any associated materials provided or made available (e.g. online) by Streamline (such as documentation) (collectively, the “Service”) - but only for Customer’s own business purposes. The “Order Process” is Streamline’s online order process (or a schedule, statement of work and/or other ordering document executed by the parties). All activity under the Agreement shall be strictly in accordance with and subject to Streamline’s applicable usage documentation (if any) (“Documentation”).

1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline’s reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer’s behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) use the Service for the benefit of any third party, (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to any of any part of the Service, (e) modify or create derivatives of the Service or any other materials provided by Streamline, or (f) remove or obscure any proprietary or other notices contained in the Service or documentation provided by Streamline.

1.4. Customer’s Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (“Third-Party Services”). Customer’s use of any Third-Party Services is subject to Customer’s separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services

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or technology, or how the providers use or protect Customer Data. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "AS IS". "Feedback" means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. "Customer Data" means all data provided by Customer or its systems or providers to Streamline. As between the parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allow by Customer's privacy policy, and (iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

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protect the integrity of Customer Data.

2.3. Aggregate and Deidentified Data. Streamline will have an irrevocable, perpetual right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

3. CUSTOMER CONTENT.

3.1. Customer's Own Content. Customer is responsible for all materials, information, photos, and content ("Content") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users.

Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;

Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or

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legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer's Content. Streamline may, but has no obligation to, monitor content on the Service. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion and by providing written notice to Customer, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as set forth on Streamline's website (or as otherwise agreed to by Streamline and Customer in writing). Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number,

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usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with or without notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process ("Subscription Term"). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

6.2. Termination. Streamline may terminate this Agreement and the Subscription Term at any time, with or without notice; provided that, if such termination is in the middle of a Subscription Term and termination is not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. Customer shall

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written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). In the event this Agreement is terminated by Customer for Streamline's uncured breach as authorized in Section 6.2, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. Except as expressly set forth in the preceding sentence, all fees are non-refundable and non-cancellable.

Customer Data. During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 1.5, 2.3, 5 (with respect to outstanding payment obligations), 6, 7.3, 8, 9 and 11.

7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be

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Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 7.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability.

EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), SUCH OUTPUT AND ADVICE IS PROVIDED "AS IS".

STREAMLINE IS NOT CUSTOMER'S LEGAL COUNSEL.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.



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CUSTOMER'S USE OR RELIANCE ON SUCH OUTPUT OR ADVICE.

8. INDEMNIFICATION

8.1 Streamline shall indemnify and hold harmless Customer from and against any third party claim: (i) that the website operated by Customer in association with the Service violates the Americans with Disabilities Act (ADA) (or any similar federal, state, or local web accessibility regulations in any jurisdictions within the United States of America) due to a failure of the Service to provide proper regulatory compliance guidance, (ii) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, or (iii) that Streamline violates any laws or regulations.

8.2 Streamline's indemnity obligations are contingent on Customer providing Streamline with: (i) prompt written notice of such claim (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.

8.3 Section 8.1(i) will not apply to any issues with Customer's website that could have been avoided if Customer had followed any advice or best practices provided via the Service. In addition, Section 8.1(i) will only apply to a particular claim to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party.

With respect to Section 8.1(ii), if Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall

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the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service.

8.4 Indemnification Coverage. Streamline's indemnification obligations will be limited to the monetary amounts set forth at www.getstreamline.com/pricing (according to the specific tier purchased by Customer) provided that such amounts are applicable to the indemnification obligations described in this Agreement. In the event of a class actions (or similar) lawsuit, the cap will apply to all claims in the aggregate (not on an individual basis).

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. All fees and pricing information will be Streamline's Confidential Information. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all confidential information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party, or (iii) is required to be disclosed by law. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the extent of the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party

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The Parties further acknowledge that Customer is a public agency subject to the California Public Records Act (Gov. Code, § 7920.000 et seq.). In the event of litigation initiated against Customer seeking disclosure of Confidential Information subject to this Agreement, Streamline agrees to indemnify Customer from and against all costs that the Customer incurs in connection with such litigation, including but not limited to, attorneys' fees, legal fees, and court costs.

10. LOGO USE

Customer agrees that Streamline may use of Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotion use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities (provided that the successor is not a competitor of Streamline). Streamline may freely assign this Agreement, provided that Customer receives advance written notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as

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the state in which the Customer is primarily located, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the courts located such state and both parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability).

11.5. Notice. All notices to Customer may be provided by Streamline via email or account notification. Any legal notices to Streamline must be sent to Streamline Software, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816. In addition, legal notices must also be sent to legal@getstreamline.com (but, notwithstanding earlier receipt via email, legal notices will be deemed received as follows:

If given by registered or certified mail, such notice shall be deemed to have been received on the first

to occur of (i) actual receipt, or (ii) three (3) days after a registered or certified letter containing such

notice is deposited in the United States mail. If given by Federal Express or similar courier, a notice

shall be deemed to have been received on the date delivered as shown on a receipt issued by the courier.)

11.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both parties. If



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be executed electronically and in counterparts (such as via DocuSign).

Subscribe to Streamline TOS Updates

First name*	Last name*
<input type="text"/>	<input type="text"/>
Email*	
<input type="text"/>	
<input type="submit" value="SUBMIT"/>	

About Us

We build tools to help special districts with online compliance, internal operations, and community outreach. Our accessible and compliant websites, intranet software, and communication tools help districts promote the important work they do.





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5 Thing Special Districts Need to Know About the Latest DOJ Ruling

June 26, 2024

Help Our Community Gain Access to Federal Resources

March 22, 2024

Artificial Intelligence (AI): Opportunities and Risks for Districts

February 5, 2024

Contact

3301 C Street, Suite 1000, Sacramento, CA, 95816

General: info@getstreamline.com

Support: support@getstreamline.com



Agenda Item No. 5

Council Date: 09/23/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Permission to Apply for the Firehouse Subs Public Safety Foundation Grant

INITIATOR: Kristin Schwartz, Tess Camp, Chief Burkhart CITY ADMINISTRATOR'S
REVIEW: RCB

ACTION PROPOSED: Authorize staff to Apply for funding for the Fire Department

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans, Tess Camp, Chief Burkhart

BACKGROUND:

Firehouse Sub's mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. Our intent is to purchase 2 self-contained breathing apparatus (SCBA's). We will apply for \$25,000. There is not a required match.

RECOMMENDATION: Authorize staff to apply for the Firehouse Subs Public Safety Foundation Grant

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.



**Firehouse Subs Public Safety Foundation
Grant Application**

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

STOP HERE & PRINT THIS PAGE.

You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.

You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**

- Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
- Quotes must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
- Maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

- **Most Recent Financial Information**

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

- Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)
- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.
 - Name as shown on your income tax return
 - Entity Name, if different from line 1
 - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
 - Address
 - City, State & Zip Code
 - Employer ID Number (EIN)
 - Signed by an official of the organization
 - Dated no more than one year from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant? There are no matching funds involved in our organization's grants program.

If my request is more or less than \$20,000 will it be considered?

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted: ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment? We

do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment? We

do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION Firehouse Subs Public Safety Foundation Grant Application

Organization/Department: (this must be your organization's official name) _____

Department Tax ID # (xx-xxxxxxx): _____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____ Organization

Phone Extension: _____

Applicant Cell Phone Number: _____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Communities Served: _____

Population: _____

Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization) As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. Our jurisdiction requires approval from local officials once the award is granted.

Our jurisdiction does not require pre-approval from local officials.

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

Equipment Donation/Prevention Education Items

Scholarships/Continuing Education

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper allterrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item. _____

Vendor company name: _____

Sales representative first and last name: _____

Sales representative email address: _____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding \$50,000 will not be accepted.

I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

____ Yes ____ No

If yes, how many times, prior to this application, has this request been submitted? _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____ children and _____ senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:

Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Please describe the selection and distribution process for the requested scholarship funding. _____

Has your department applied for this specific request in the past and been denied? Yes ____ No ____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

How far is this location from your department? _____ Miles

How did you hear about our organization? _____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. Yes No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information
 - First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
 - Vendor sales representative first and last name
 - Vendor email address
 - The name & *physical* address of your organization
 - The first & last name of a contact person from your organization
 - Only one vendor quote has been submitted
 - The quote must be itemized
 - The quote is dated within six months of the application deadline
 - The quote *only* includes item(s) pertaining to your grant request
 - The total dollar amount and equipment quantities in the vendor quote **MATCH** the total that your department is requesting
 - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
 - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
 - The organization, city or county name
 - Both revenue and expenses
 - One of the following:
 - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
 - A recent - within one month - Profit & Loss Statement also called an Income Statement
 - A current year annual budget showing projected income and expenses
 - A previous year audit or 990

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Equipment Inventory

- Does the submitted equipment inventory include the following information?

- Organization name
- A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

Internal Revenue Service Form W-9 (Rev. October 2018) •

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application

Quote

Sea Western, Inc.
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To: City of Lamar 102 E Parmenter St. Lamar, CO 81052		Ship To: DC Marcus Widener Lamar Fire Department 505 S Main St Lamar, CO 81052		Date	07/25/2024
				Customer No.	11605
				Quote No.	QUO24589
				Sales Rep	Brandon Vanaman
Attention	Delivery	FOB	Expires		
DC Marcus Wide...			08/24/2024		

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
2	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8915025305304 5500 psi EZ Flo+ Quick Disconnect Regulator UEBSS	8,100.00	16,200.00
4	EA	SCOTT 200970-01	5500 psi, 45 minute cylinder with snap change valve	1,565.00	6,260.00
2	EA	SCOTT 201215-22	AV-3000 HT 4-ST, KEV, M	355.00	710.00

Total **\$23,170.00**

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping.
Orders over \$2500 paid by credit card will have a 3% processing fee applied.*

Agenda Item No. 6

Council Date: 09/23/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Permission to Apply for the Animal Assistance Foundation Grant

INITIATOR: Kristin Schwartz, Tess Camp, Chief Fear

CITY ADMINISTRATOR'S

REVIEW: LCG

ACTION PROPOSED: Authorize staff to Apply for funding for the Animal Shelter

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans, Tess Camp, Chief Fear

BACKGROUND:

Animal Assistance Foundation opens an annual grant cycle for organizations seeking support for projects or programs that help Colorado's pets thrive. Organizations that align with Animal Assistance Foundation's mission to advance animal welfare for companion animals in Colorado through collaboration and leadership are eligible to apply. The City intends to apply for \$15,000. There is no match.

RECOMMENDATION: Authorize staff to apply for the Animal Assistance Foundation Grant

Skip to main content

Application

 Public Profile

 Copy Previous Answers

 Collaborate 0

Process: AAF Grant Cycle 2024

Contact Info


Request

Documents 0

Applicant:

Ms Tess Camp
tess.camp@ci.lamar.co.us
(719) 336-1358
102 E. Parmenter Street
Lamar, Colorado 81052

Organization:

City of Lamar 
84-6000603
(719) 336-4376
102 E. Parmenter Street
Lamar, Colorado 81052 United States




Contact Email History



 Application

 Question List



 Due by 09/30/2024 05:00 PM MDT.

 Fields with an asterisk (*) are required.

Application Instructions

Changes to this Year's Application

We have added more information to the application based on feedback from our previous grantees. Our hope is that additional context and an updated design will help you understand the intention behind questions and result in a more streamlined process for applicants. With the changes to this year's application, you will not be able to import answers from previous years for most questions, however going forward repeat applicants will be able to copy previous application information.

Saving Your Work

As you work on this application, you can save a draft and come back to finish your work at any time. To do so, click "Save" at the bottom right hand side of the form.

When you return, you will see your draft application on your dashboard. Click "Edit Application" to return to your draft.

Helpful FAQ Video

Have a question about the grant portal? See our FAQ video here: <https://youtu.be/9Yyqle2TWKY>

Collaborate With Others

You can collaborate on your application using the blue Collaborate button in the upper right-hand corner.

For more information, see this tutorial.

This Form Contains Dynamic (Branched) Questioning

Please note, the questions you are asked may depend on previous answers. Not all questions are automatically shown below. We have notated which questions may result in follow up sections. Based on how you answer select questions below, you will be asked to provide additional follow up information. If you print the questions list, ALL questions will be included.

Character Counts

Our granting portal requires a set character limit on all text questions. We have set all questions at the maximum limit to provide you as much flexibility in your answers as possible. **Please note, we are not looking for 10,000 character responses.** We have provided instructions throughout on a suggested length for specific questions.

Below is a guide to help you understand character limits:

10,000 characters= 1,600 words or 3.5 pages single spaced

5,000 characters= 1,200 words or 2.5 pages single spaced

3,500 characters= 575 words or 1 page single spaced

1,500 characters= 250 words or .5 page single spaced

500 characters= 80 words

* 250 characters= 40 words

✓ Eligibility

Eligibility*

Does your organization meet these requirements?

1. Are you a designated 501(c)(3) non-profit, fiscal sponsor, or government entity?
2. Are you located in Colorado and primarily serving animals already in Colorado (as opposed to importing from out of state)?
3. Does the proposal align with the mission of AAF?
4. Can your organization demonstrate a commitment to collaboration, non-divisive language, and community responsibility?
5. Do you possess an active PACFA license and the required statistics for organizations requiring a license through the Pet Animal Care Facilities Act?
6. Are you enrolled and reporting data to Shelter Animals Count or the Equine Welfare Data Collective, if applicable?
7. Do you focus on animal species eligible for funding, including cats, dogs, pet rabbits, and equines?


Please note if you do not meet these minimum criteria the Animal Assistance Foundation will be unable to consider your request and you will not have access to the grant application.

Not Eligible for Funding*

Is your request for one of the following:

- Organizations outside of Colorado
- Organizations who primarily import animals into Colorado
- Endowments
- Individuals or individual pets
- Medical or scientific research
- Debt retirement

The areas above are not fundable by AAF. AAF staff is always willing to discuss your funding request, answer questions about our grant program or brainstorm solutions. To schedule a call, please send a note to info@aaf-fd.org

 Due by 09/30/2024 05:00 PM MDT.

Abandon Request

Save Application

Submit Application

Agenda Item No. 7

Council Date: 09/23/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Permission to Apply for the EPA Brownfield Cleanup Grant

INITIATOR: Kristin Schwartz, Tess Camp, Anne Marie Crampton CITY ADMINISTRATOR'S
REVIEW: RCF

ACTION PROPOSED: Authorize staff to Apply for funding for the Main Cafe

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans, Tess Camp, Anne Marie Crampton

BACKGROUND:

City staff is requesting permission to apply for the EPA Brownfields Cleanup Grant for the asbestos abatement of the Main Café and the south Rhodes building that the City acquired in a previous agreement. These funds have been made available through the Bipartisan Infrastructure Law (BIL) and there is no match to this grant. The City intends to apply for the \$371,000 remaining on the Main Café itself plus the additional amounts needed for the upstairs half and the south storage building. We are currently in the process of getting estimated costs on those remaining spaces. The grant application is due November 14th, 2024.

RECOMMENDATION: Authorize staff to apply for the EPA Brownfields Cleanup Grant

OVERVIEW

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)

TITLE: FY25 GUIDELINES FOR BROWNFIELD CLEANUP GRANTS

ACTION: Initial Announcement

RFA NO.: EPA-I-OLEM-OBLR-24-11

ASSISTANCE LISTING NO.: 66.818

DATE: The closing date and time for receipt of applications is **November 14, 2024**, 11:59 p.m. Eastern Time (ET). Applications must be submitted through www.grants.gov. Applications received after 11:59 p.m. ET on **November 14, 2024**, will not be considered. Please refer to the *Due Date and Submission Instructions* in [Section IV.B.](#) and [Appendix 1](#) for further instructions.

FUNDING/AWARDS: EPA anticipates awarding an estimated 63 Cleanup Grants for an estimated total of \$100 million; subject to the quality of applications received, availability of funds, and other applicable considerations.

Agenda Item No. 8

Council Date: 9/23/24

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Letter Agreement with Ayres for Consulting Services for the EPA Brownfields Cleanup Grant

INITIATOR: Kristin Schwartz, Tess Camp, & Anne-Marie Crampton CITY ADMINISTRATOR'S REVIEW: RCB

ACTION PROPOSED: Approve Agreement with Ayres for Consulting Services for the EPA Brownfields Cleanup Grant

STAFF INFORMATION SOURCE: Robert Evans, Kristin Schwartz, Anne Marie Crampton, & Tess Camp

BACKGROUND:

This agreement would allow Ayres staff to consult on and assist with the EPA Brownfields Cleanup Grant application.

RECOMMENDATION: Approve agreement with Ayres on assisting with the EPA Brownfields Cleanup Grant Application

September 18, 2024

Kristin Schwartz
Treasurer
City of Lamar
102 E. Parmenter Street
Lamar, CO 81052

Re: EPA Brownfield Cleanup Grant Application Support

Dear Kristin:

Thank you for the opportunity for Ayres Associates Inc. (Consultant) to submit this proposal for professional services to support the City of Lamar's (Owner) United States Environmental Protection Agency (USEPA) Brownfield Cleanup Grant application effort, to apply for funding for the remediation and abatement of the Main Café, upper story of Home & Season, and South Warehouse properties. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Consultant understands Owner is preparing an application to USEPA's FY2025 Brownfield Cleanup Grant program, to help fund the abatement and remediation of the Main Café property at 114 S. Main Street, the upper story of Home & Season at 112 S. Main Street, and the South Warehouse at 111B W. Beech Street in Lamar, Colorado.

Scope of Services

Consultant shall provide professional environmental services for Owner as provided below.

- Limited consulting services, upon request, to the City of Lamar to assist in preparation of a USEPA Brownfield Cleanup Grant Program application for submittal. The application will focus on requesting funding to clean up and abate hazardous building materials at the properties referenced above in Lamar, CO. The application will need to include all required forms, responses, and attachments, as outlined in "FY25 GUIDELINES FOR BROWNFIELD CLEANUP GRANTS, linked here: [Search Results Detail | Grants.gov](#). Applications are due November 14, 2024.
- Consultant will provide limited consulting services related to preparation of these elements.
- Owner will submit a draft of the completed application to Consultant prior to USEPA submittal via Grants.gov, for Consultant review. Consultant will provide feedback for Owner to incorporate into final application packet.
- Consultant will provide a maximum of 25 hours of assistance to Owner. Additional time for assistance would be approved by Owner if requested.

Responsibilities of Owner and Others

Owner will coordinate with KSU TAB contacts as necessary throughout the application process to confirm or obtain input on specific content elements including the budget, threshold criteria, ranking criteria, federal forms, and narrative information sheet.

Owner will provide any necessary signatures required as applicant; facilitate the required public meeting; and coordinate a letter from the state environmental regulatory authority. Owner will be responsible for

Addressee Name

Date

Page 2 of 2

submitting final application via Grants.gov. Owner must own all properties included in the application, and have satisfied All Appropriate Inquiry for each prior to acquisition, to be eligible for USEPA funding.

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Time Schedule

Based on guidance provided by USEPA, Owner shall submit the final Grant application package by November 14, 2024. Consultant shall provide limited consulting services until the application is submitted.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee. The estimated cost of services is \$4,500. We will not exceed an amount of \$4,500 without your prior approval.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

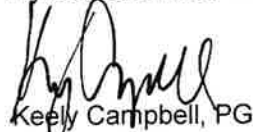
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until October 1, 2024 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.


Keely Campbell, PG

Manager – Development Services Midwest

Accepted by Owner:

City of Lamar

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

715.834.3161 | 3433 Oakwood Hills Parkway | Eau Claire, WI 54701-7698

www.AyresAssociates.com



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc. hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

Agenda Item No. 9

Council Date: 9/23/24

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Agreement with Ayres for Consulting Services for the Recreation Master Plan

INITIATOR: Kristin Schwartz, Tess Camp, & Anthony LaTour CITY ADMINISTRATOR'S REVIEW:
RCF

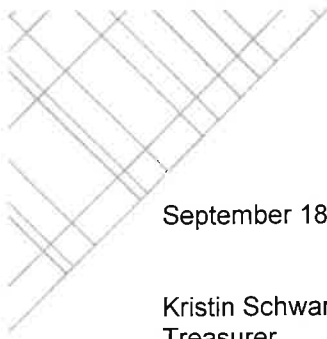
ACTION PROPOSED: Approve Agreement with Ayres for Consulting Services for the Recreation Master Plan

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

BACKGROUND:

This agreement would allow Ayres staff to consult on and assist with the Recreation Mater Plan. Ayres was awarded the bid on July 22nd, 2024.

RECOMMENDATION: Approve agreement with Ayres on assisting with the Recreation Master Plan and allow the Mayor to sign.



September 18, 2024

Kristin Schwartz
Treasurer
City of Lamar
102 E. Parmenter Street
Lamar, CO 81052

Re: EPA Brownfield Cleanup Grant Application Support

Dear Kristin:

Thank you for the opportunity for Ayres Associates Inc. (Consultant) to submit this proposal for professional services to support the City of Lamar's (Owner) United States Environmental Protection Agency (USEPA) Brownfield Cleanup Grant application effort, to apply for funding for the remediation and abatement of the Main Café, upper story of Home & Season, and South Warehouse properties. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

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Scope of Services

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- Consultant will provide limited consulting services related to preparation of these elements.
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- Consultant will provide a maximum of 25 hours of assistance to Owner. Additional time for assistance would be approved by Owner if requested.

Responsibilities of Owner and Others

Owner will coordinate with KSU TAB contacts as necessary throughout the application process to confirm or obtain input on specific content elements including the budget, threshold criteria, ranking criteria, federal forms, and narrative information sheet.

Owner will provide any necessary signatures required as applicant; facilitate the required public meeting; and coordinate a letter from the state environmental regulatory authority. Owner will be responsible for

submitting final application via Grants.gov. Owner must own all properties included in the application, and have satisfied All Appropriate Inquiry for each prior to acquisition, to be eligible for USEPA funding.

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Time Schedule

Based on guidance provided by USEPA, Owner shall submit the final Grant application package by November 14, 2024. Consultant shall provide limited consulting services until the application is submitted.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee. The estimated cost of services is \$4,500. We will not exceed an amount of \$4,500 without your prior approval.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until October 1, 2024 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Keely Campbell, PG
Manager – Development Services Midwest

Accepted by Owner:

City of Lamar

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc. hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

ADDENDUM
To Agreement for Professional Services
RECREATION MASTER PLAN
CITY: CITY OF LAMAR, COLORADO
COMPANY: Ayres Associates Inc

1. HOME RULE. The City of Lamar, Colorado, which is a Home Rule Municipal Charter in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

2. VENUE. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado.

3. APPROPRIATION. Any monetary obligation of the City of Lamar is subject to appropriation as provided by law. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending the succeeding December 31, 2024 and December 31 of each year thereafter. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Lamar, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

4. BINDING EFFECT. This Agreement is binding upon the parties and their respective successors and permitted assigns. In the event of any conflict with the Agreement for Professional Services with Ayres Associates Inc, the provisions of this Addendum will control.

CITY COUNCIL
CITY OF LAMAR, COLORADO

AYRES ASSOCIATES INC

By _____
Kirk Crespin - Mayor

By _____
Matthew J. Ashby – Vice President of
Development Services

Date Signed: _____

Date Signed: _____

Council Date: 9/23/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid 44-011 for Internet Auction Company

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Award Bid 44-011

STAFF INFORMATION SOURCE: Kristin Schwartz

BACKGROUND: The City of Lamar solicited proposals for our Internet Auction Company. Bid packets were mailed and the request for proposal was advertised in the local paper on August 30, 2024. Two proposals were received and accepted by the Deputy City Treasurer by 5:00 p.m. on September 17, 2024. The bid opening was held on September 18, 2024 and bid was acknowledged and accepted. Purple Wave Auctions bid ZERO commission and fees charged to the City for their services. Big Iron bid commissions charged to the City at rates varying from 8.5% to 25% depending on amounts of the lot or per listing items and a \$75 fee per item. The breakdowns on the charges have been provided in this packet.

RECOMMENDATION: Staff recommends to award a three-year contract for Internet Auction Services to Purple Wave Auctions and allow the Mayor to sign the contract as soon as it is received and approved by City Attorney and City Treasurer.

CITY OF LAMAR

BID #44-011

INTERNET AUCTION

COMPANY

9/18/2024

BIDDERS:	PURPLE WAVE AUCTIONS		BIG IRON AUCTIONS	
ITEM: INTERNET AUCTION COMPANY				
SELLER COSTS/FEEES	0%		8.5% TO 25%	Per amt listing. Plus
BIDDER COSTS/FEEES PER BID SPECIFICATIONS CITY OF LAMAR BUSINESS/ SALES TAX LICENSE:	10% SEE ATTACHED YES		10% SEE ATTACHED YES	\$75 per listing Lien & bankruptcy search
PRESENT FOR BID:				
KRISTIN SCHWARTZ-TREAS				
<i>Lori McPherson</i>				
<i>Karen Woodward</i>				

Purple Wave Auction Cost Proposal

FEES

Seller Costs/ Fees

Purple Wave will retain a 0% Seller Commission, applied against the high bid(s) received for the property at the auction.

Bidder Costs/ Fees

A "buyer's premium" or fee of 10% of the final winning bid price will be charged to each winning bidder. This fee will be retained by Purple Wave and will compensate Purple Wave for auction services performed including: lotting and listing auction merchandise for sale on purplewave.com, standard marketing of the assets to Purple Wave's registered customers, conducting an auction sale, collection of funds from winning bidders, distributing titles and settlement of funds with the selling governmental entity.

BIDDER COSTS

State and Local Sales Tax

When appropriate Purple Wave will charge winning bidders state and local sales tax and remit those taxes in accordance with the regulations of the Kansas Department of Revenue.

Penalties & Additional Service Fees

Purple Wave does retain the right to charge and retain reasonable fees upon buyers who request additional services or fail to comply with the terms of the auction such as collection fees for non-payment, late-pickup, temporary vehicle tags, and similar charges.

Fees

Seller Fees. Bigiron is offering the following pricing schedule to the City:

	Weekly Auction	Save Your Date/ Retirement Auctions	On-Site Auction	Fixed Price Listings
Brand				
Description	Sell directly from your location through Bigiron's weekly online auctions every Wednesday.	Bigiron Auctions and Sullivan Auctioneers, host events tailored to large auctions and/or retirement sellers, offering a unique experience to highlight an individual seller.	Bigiron Auctions and Sullivan Auctioneers, host on-site auctions with equipment moved to the lot location where the company handles all auction services for the seller.	Bigiron Marketplace offers a reserved and risk-adverse retail experience that allows the market to make an offer on equipment outside of an auction event.
Location	Online	Online	Hamilton, Huntington, Bird Island, NE (TBD)	Online
Seller Commission %	Per lot rates for listings up to \$50,000: \$50 minimum fee per lot <\$500: 25% \$500-\$1,500: 20% \$1,501-\$10,000: 16% \$10,001-\$50,000: 12% Per listing rates: \$50,001-\$125,000: 11% \$125,001-\$250,000: 10% \$250,001-\$750,000: 9.5% \$750,001-\$1.5M: 9% \$1.5M +: 8.5% Featured Seller for listings over \$500k	All Inclusive if over \$500K GMV Qualify for Featured Seller Per listing rate: 14%+	Per lot rates for listings up to \$50,000: \$50 minimum fee per lot <\$500: 25% \$500-\$1,500: 20% \$1,501-\$10,000: 16% \$10,001-\$50,000: 12% Per listing rates: \$50,001-\$125,000: 11% \$125,001-\$250,000: 10% \$250,001-\$750,000: 9.5% \$750,001-\$1.5M: 9% \$1.5M +: 8.5% Featured Seller for listings over \$500k	<\$500: 25% \$500-\$1,500: 20% \$1,501-\$10,000: 16% \$10,001-\$50,000: 12% \$50,001-\$125,000: 11% \$125,001-\$250,000: 10% \$250,001-\$750,000: 9.5% \$750,001-\$1.5M: 9% \$1.5M +: 8.5%
Seller Fees	\$75 per Listing Lien & Bankruptcy Search Auction Services Support Available Marketing Packages Available	Included in Seller Commission Rate	\$75 per Listing Lien & Bankruptcy Search Auction Services Support Available Marketing Packages Available	Listing/item fee: TBD \$75 per Listing Lien & Bankruptcy Search Auction Services Support Available Marketing Packages Available
Auction Services Support				
	ISR & TM*		Major Accounts and Dealer Alliance	
Equipment Washing	Schedule of Prices by Equipment Type		Schedule of Prices by Equipment Type	
Job Site Management	\$750 Per Person		\$750 Per Person	
Make-Ready Repairs	Parts at Cost, Labor Included in Daily Rate		Parts at Cost, Labor Included in Daily Rate Mark-Up if Per Lot Listing Fee	
Lot Data	Included in Daily Rate		Either Day Rate or Per Lot Listing Fee	

Buyer Fees. Bigiron charges a buyer's transaction fee in order invest in and enhance the bidder/buyer experience across our website marketplace and mobile applications. The following fees are charged to our buyers: 10% buyer's transaction fee with a maximum amount of \$500 charged per item.

**PROOF OF PUBLICATION
Kiowa County Press
KIOWA COUNTY STATE OF
COLORADO**

City of Lamar

BID # 44-011

Internet Auction Company

The City of Lamar will accept sealed proposals at the Office of the City Treasurer, 102 E Parmenter Street, Lamar, Colorado, 81052, until 5:00 p.m., September 17, 2024. Proposals will be opened at 10:00 a.m. on September 18, 2024 and acknowledged.

All proposals submitted must be sealed and plainly marked "Bid 44-011 RFP City of Lamar Internet Auction Company". Proposals must be submitted in writing. No oral, telephone, facsimile, emailed or late proposals will be accepted. All proposals must be signed. Any specific questions regarding the bid specification should be directed to the City Treasurer, Kristin Schwartz, at 719-336-1373 or emailed to kristin.schwartz@cityoflamar.co.us.

PROJECT DESCRIPTION: The successful bidder will enter into a multi-year contract with the City to provide a turnkey, no reserve auction service for the sale of various assets owned by the City. Including but not limited to: Trucks, cars, large and small machinery, tools, office equipment and furnishings and etc. Contract is to include, at a minimum, the Company photographing assets, writing descriptions, uploading to website, advertising and promoting the sale, qualifying bidders, selling to the highest bidder, handling payments and ownership transfers and collecting money. The bid must include all fees and expenses that will be charged to both the City and the buyer.

Selection of the Auction Company will be based upon qualification, experience, quality assurances, and ability to perform in a timely manner, references, and cost. Before a contract will be awarded, the City may conduct reference investigations as necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed.

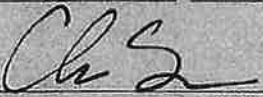
The City reserves the right to change the submission deadline or to issue amendments to the RFP at any time or to cancel or reissue the RFP at any time without penalty. The City reserves the right to reject any and all proposals and to waive minor irregularities. Further, the City is not liable for any costs incurred by the proposer including but not limited to the costs for the preparation of the RFP and attendance at the opening.

The City will not be responsible for any error or omission information provided, nor for the failure of proposer to determine the full extent of the effort necessary to provide the requested services.

Published August 30, 2024
In the Kiowa County Press

I, Chris Sorensen, do solemnly swear that I am the Publisher of the Kiowa County Press; the same is a weekly newspaper printed and published in the County of Kiowa, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Kiowa for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 consecutive insertion(s) and that the first publication of said notice was in the issue of newspaper, dated 30th day of August, 2024 the last on the 30th day of August, 2024.

In witness whereof I have unto set my hand this 3rd day of September, 2024.


Chris Sorensen, Publisher
Circulation includes Kiowa and Cheyenne counties.

Subscribed and sworn to before me a notary public in and for the County of Kiowa, State of Colorado, this 3rd day of September, 2024.


Notary Public

KIM J. RICHARDS
Notary Public
State of Colorado
Notary ID # 19974017107
My Commission Expires 09-22-2025

My commission expires 09-22, 2025

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LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (1) 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) regarding Property Annexation (2) For Discussion
ITEM TITLE: of personnel matters under C.R.S. §24-6-402 (4)(f) regarding Annual Performance review format and scope.

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: Executive Sessions – (1) 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) regarding Property Annexation (2) For Discussion of personnel matters under C.R.S. §24-6-402 (4)(f) regarding Annual Performance review format and scope.

RECOMMENDATION: