

There will be **TWO Work Sessions** on
Monday, September 9, 2024:

1. **6:00 P.M.** – Homeless Discussion
2. **6:15 P.M.** – Parks & Recreation
Escondido Park Maintenance

Followed by a
**Lamar Redevelopment Authority
Board meeting**
@ 6:45 P.M.

Followed by the regular
City Council Meeting
@ 7:00P.M.

CITY COUNCIL
WORK SESSION AGENDA
Monday, September 9, 2024
6:00 p.m.

Item 1 – Homeless Discussion

Item 2 – Parks & Recreation Escondido Park Maintenance

Agenda Item No. 1

Council Date: 9/9/2024

LAMAR CITY COUNCIL
WORK SESSION COMMENTARY

ITEM TITLE: Homeless Discussion

INITIATOR: Kirk Crespin, Mayor

CITY ADMINISTRATOR'S REVIEW: RMB

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: _____

BACKGROUND: Discussion regarding homeless in Lamar.

RECOMMENDATION: Discussion

Agenda Item No. 2

Council Date: 9/9/2024

LAMAR CITY COUNCIL
WORK SESSION COMMENTARY

ITEM TITLE: Parks & Recreation Escondido Park Maintenance

INITIATOR: Anthony LaTour

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: Anthony LaTour, Rob Evans

BACKGROUND: Discussion regarding Escondido Park Maintenance

RECOMMENDATION: Discussion and any other action as Council may direct.

MEETING OF LAMAR REDEVELOPMENT AUTHORITY BOARD
CITY OF LAMAR, COLORADO
Monday August 12, 2024
6:45 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

Pledge of Allegiance

Meeting Called to Order

Item 1 - Roll Call

Item 2 - Approval of Meeting Minutes – 08/12/2024

Item 3 – Payment of Bills

Item 4 – A&S, LLC Façade Application & Agreement

Item 5 – Miscellaneous

City Council meeting will follow at 7:00pm

**CITY OF LAMAR
MINUTES OF THE LAMAR REDEVELOPMENT
AUTHORITY BOARD
August 12, 2024**

The Lamar Redevelopment Authority Board met in a regular session at 6:54 p.m. in the Council room with Chairman Crespín presiding.

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

Absent:

Approval of Meeting Minutes – 7/22/24

Boardmember Bates moved and Boardmember Jenkins seconded to approve meeting minutes – 7/22/2024.

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

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

Payment of Bills

Boardmember Bates moved and Boardmember Tamez seconded to approve payment of Check #100015 to ZAM Inc in the amount of \$20,000.00.

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

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

Miscellaneous

None

Adjournment

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

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

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

The meeting adjourned at 6:57 p.m.

Linda Williams – City Clerk

Kirk Crespín - Chairman

LAMAR REDEVELOPMENT AUTHORITY
AGENDA ITEM COMMENTARY

ITEM TITLE: A&S, LLC Facade Application & Agreement

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: REF

ACTION PROPOSED: Approve Application and Sign Agreement

STAFF INFORMATION SOURCE: Martha Baird-Alvarez

BACKGROUND:

A&S, LLC is requesting funds from the Urban Renewal Authority District for facade upgrades in 306 South Main St. The work consists of applying stucco to the south-outer wall of the building. These improvements are an addition to the new windows and a new door that are being installed this month. A&S, LLC will be using the building to open an antique shop at the beginning of 2025.

A&S, LLC is requesting \$547.60 which is 20% of the proposal amount of \$2738.00 to assist with the facade improvements.

RECOMMENDATION: Approve application and sign urban renewal authority facade grant, or such other action as Council may direct.

Monday, August 5, 2024



PROWERS
ECONOMIC
PROSPERITY

BUSINESS INCENTIVE APPLICATION

Approval Status

In a collaborative effort to streamline business growth in Prowers County, Prowers Economic Prosperity, Prowers County, and the City of Lamar are partnering in a combined application where a business can complete one form to access most local resources. Consult with Prowers Economic Prosperity to find additional State of Colorado resources that may be available to you.

Business Information

Business Name	A & S LLC
Type of Business	Antiques and Collectables
FEIN #	[REDACTED]
Mailing Address	[REDACTED] Colorado, 81052
Primary Contact Email	alfred@prowerstile.com
Primary Contact Name	Alfred F. Bergquist
Primary Contact Title	Member
Principal Owner/Officer Name(s)	Alfred F. & Susan R. Bergquist
Contact's Primary Phone Number	(719) 336-3261
Contact's Cell Number	[REDACTED]

Project Description, including an implementation timetable and person responsible for managing project if not previously identified in application:

Proposed Antique and Collectables store. Updating store front with new door and windows and South outer wall. 8/24/24 - 3/25?
Susan R. Bergquist

Property Physical Address	306 South Main Street
Property Owner Name if not identified above	A & S LLC
Property Owner Phone Number	[REDACTED]

How will this project benefit the city/town and/or Prowers County?

New business for downtown Lamar. Tax revenue.

Current value of building/property based on appraisal or Prowers County Assessor's valuation \$ \$125,000.00

Acquisition (Land & Building) \$ \$85,000.00

Building Construction/Renovation \$ \$35,000.00

Machinery & Equipment \$ \$5,000.00

Other \$ \$5,000.00

% of Local Contractors 50%

Construction Start/Estimated Completion Date 8/24/24- 9/24/24

Each business is different and may need unique assistance to meet their start up and/or improvement-expansion goals. Understanding that resources are limited, we want to help when and where we can. Give us a better idea of where you need assistance and why.

Business Assistance

Building Improvements

Please give more detail for any checked Business Assistance needs:

New door and windows, stucco

Technical Assistance - navigating start-up regulations and other processes.

Permitting

[See URA map](#)

a) The project property is located in the Lamar Redevelopment Authority district

Yes

b) Please consider this project for the following funding areas.

Façade Improvement

Eligible improvements include but are not limited to:

- Awning repair, replacement, removal, or addition
- Removal and replacement of signage or new signage
- Rear façade improvements including but not limited to repairs or upgrades, window repair, and replacement, or rear facade alterations
- Rear façade improvements that rehabilitate the historic features of a building
- Cleaning of rear façade materials, painting, brick pointing, and other façade improvements
- Establishment of alley entrances that function like front doors including necessary interior improvements to facilitate customer movement
- Door painting and/or replacement
- Modifications to improve accessibility to businesses
- Addition of public art on private property

Lamar Community College serves as a local partner for workforce training. If this section is completed, an LCC staff member will contact you about your needs.

Total number of employees for the past 12 months (current FTE, current average annual wage) 1

Number of new FTE's to be created (by position) 1

Description of new positions to be created 1

Upload the following documents, if applicable

All funders require a Site Plan and/or equivalent designs/drawings




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All funders require itemized, detailed cost estimates, quotes, or bids from final contractor/s and vendors

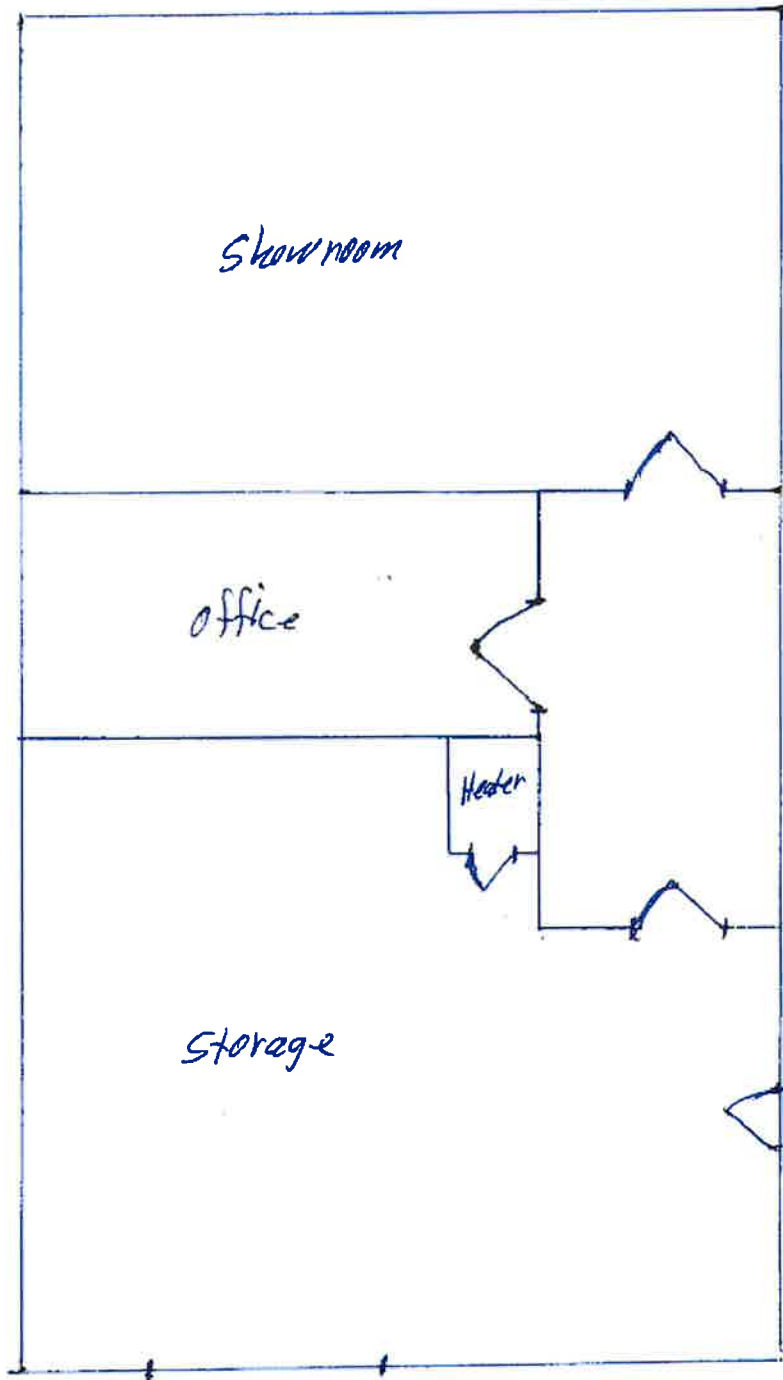


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Approval Activity History

Actor	Actions	Date
 Notification	Email sent. (Common Business Incentive App Submission) director@prowerspep.org,mwe sthoff@prowerscounty.net,co mmunity@ci.lamar.co.us,mart ha.alvarez@ci.lamar.co.us	Monday, August 5, 2024

Main St.



Not to Scale

I DO STUCCO
102-110 MAIN STREET
BOONE, CO 81025

QUOTE

INVOICE # 111
Date: 7/26/2024

To:
A & S LLC
P.O. BOX 859
LAMAR, CO 81052

Salesperson	Job	Payment terms	Due date
CARL MESSENGER	STUCCO	DUE UPON COMPLEATION	TBD


Qty	Description	Unit price	Line total
1	STUCCO SOUTH-OUTER WALL AT 306 SOUTH MAIN	000	2738.00

Subtotal	
Sales Tax	0.00
Total	2738.00

Quotation prepared by: CARL MESSENGER

This is a quotation on the goods named, subject to the conditions noted below: All sales final, payment due upon receipt.

To accept this quotation, sign here and return:



Thank you for your business!

URBAN RENEWAL FACADE GRANT AGREEMENT
A&S, LLC

1.0 **PARTIES.** The parties to this Agreement (the “Agreement”) are, the LAMAR REDEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (the “AUTHORITY”), and A&S, LLC (the “OWNER”). The parties are also referred to herein collectively as the “Parties” or individually as a “Party”.

2.0 **PURPOSE.** Each of the undersigned representatives of the Parties hereto hereby represent they have full authority to bind the Lamar Urban Renewal Authority and to the terms of this agreement.

2.01 The AUTHORITY is carrying out the Downtown Lamar Urban Renewal Plan (the “Plan”), which was adopted by the Lamar Redevelopment Authority Board on September 14, 2009. The OWNER owns the real property located 306 South Main St (the “Property”), which is located within the boundaries of the Plan.

2.02 The OWNER is making certain improvements to the Property. The AUTHORITY desires to assist the OWNER in making façade improvements which aid is consistent with the intent and purpose of the Colorado Urban Renewal Law and the Plan.

3.0 **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement. The parties further agree that the work described in Section 4.01, below, shall be completed no later than December 31, 2024 and if it is not, the AUTHORITY will terminate the grant and a new application must be submitted and approved.

4.0 **IMPROVEMENTS AND COSTS.** The grant amount total is \$ 547.60 (five hundred forty seven dollars and sixty cents) to come from the 2024 URA budget and it will be distributed as follows: 100% of the total grant, not to exceed \$ 547.60 payable to the OWNER within thirty (30) days of the OWNER providing copies to the AUTHORITY of invoices for all expenses incurred for the improvements described in section 4.01 of this Agreement, and evidence that the work has been permitted, inspected and passed by the City of Lamar Chief Building Official.

4.01 Construction Costs. The project consists of:

a) Façade improvements, at 306 South Main St, Lamar, CO 81052

The total cost of the improvements was \$ 2,738.00. The Urban Renewal grant for the project will be for 20% of the total cost but not to exceed \$ 547.60.

4.02 Matching Funds (the OWNER). Other funds will be made available by the OWNER in the amount of 80% of the total cost of the project or \$ 2,163.40 whichever amount is larger.

4.03 Quality of Construction. All improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. The installed improvements shall remain as an appurtenance to the building should the building change ownership.

5.0 OBLIGATIONS OF THE OWNER. Except for the project described in section 4.0 above, the OWNER agrees to make any other planned improvements to the interior and exterior of the building and the Property in accordance with plans approved by the City Building Official and to pay the costs of the Improvements described in this project in excess of \$ 547.60.

5.01 Ability to Perform. The OWNER represents warrants and certifies to the AUTHORITY that the OWNER has the necessary legal ability to perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the OWNER, enforceable according to its terms.

5.02 Retail Development. The Parties agree that the AUTHORITY is making this grant available to OWNER based on the AUTHORITY's belief that maintaining a successful retail operation in OWNER's property is critical to halting the spread of blight in downtown Lamar. OWNER agrees that he will use his best efforts to recruit and retain a retail business to occupy the property, employ a retail staff and contribute to the improvement of the retail business environment on Main Street, Lamar for at least five years following the completion of the repairs and improvements undertaken at the property. OWNER further agrees that he will encourage the retail business selected to occupy the property to participate in Main Street business development efforts of the Lamar Main Street Program.

5.03 Proof of Expenses. The Owner agrees to provide copies of paid receipts to the AUTHORITY within thirty (30) days of the completion of the project described herein for all expenses incurred for the improvements described in Section 4.01 of this Agreement, which must be completed no later than December 31, 2024.

5.04 Indemnification. The OWNER shall defend, indemnify, assume any and all responsibility for and hold harmless the AUTHORITY, their commissioners, officers and employees (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any commission or act of the OWNER or OWNER's employees, agents, officers, and representatives, whether such activities or commission are undertaken by the OWNER or anyone directly or indirectly employed by or under contract to the OWNER and whether such claim or damage shall accrue or be discovered before or after termination of this Agreement.

6.0 REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the AUTHORITY shall be limited to those amounts that would have been payable under this Agreement. In no event shall the AUTHORITY be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party may recover its reasonable costs and attorney fees.

7.0 NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party or by certified mail, with postage prepaid, return receipt requested and addressed:

In the case of the AUTHORITY: Lamar Redevelopment Authority
Attention: Kirk Crespín, Mayor
102 East Parmenter Street
Lamar, Colorado 80152

In the case of OWNER:

A&S, LLC
Alfred F. Bergquist

8.0 ENTIRE AGREEMENT; AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the AUTHORITY shall not be deemed to be a partner or joint venture of the OWNER and the AUTHORITY shall not be responsible for any debt or liability of the OWNER.

9.0 ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

10.0 BINDING EFFECT. The Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

11.0 JURISDICTION AND VENUE. In the event of litigation hereunder, the Prowers County District Court sitting without a jury shall have exclusive jurisdiction and venue of the case.

12.0 AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully subscribed by the Parties.

13.0 AUTHORITY. The persons executing this Agreement on behalf of Parties represent and warrant that each is fully authorized to bind such Party to all of the terms and conditions of this Agreement.

14.0 GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of Colorado.

15.0 ENFORCED DELAY. The AUTHORITY shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties (including the Owner), acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or material men due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall

give written notice of any such delay to the other Parties within thirty (30) days after such Party knows of such delay.

16.0 NO THIRD PARTY BENEFICIARIES. The AUTHORITY shall not be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

17.0 NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of the Authority's sovereign immunity or governmental immunity under any applicable State law.

18.0 CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

IN WITNESS WHEREOF, this Urban Renewal Agreement is executed by the AUTHORITY and OWNER as of the 09 Day of September, 2024.

AUTHORITY

LAMAR REDEVELOPMENT AUTHORITY

By: _____
Kirk Crespin, Chair

Attest:

Linda Williams, Secretary

OWNER

By: _____
A&S, LLC
Alfred F. Bergquist

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL

Monday, September 9, 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 – 8/26/2024
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 8/13/2024
 - b) Adjustment and Appeals – 7/31/2024
- Item 3 – Payment of Bills _____
- Item 4 – License – Renewal _____

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

NEW BUSINESS

Item 1 – Oath of Office for New Police Officer – Steve Sanger

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

Item 3 – Contract with Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Item 4 – Permission to Pursue the Motorola Grant Program

Item 5 – Permission to Apply for the Edward Byrne Memorial Justice Assistance Grant

ORDINANCE 1ST READING

Item 6 – Ordinance No. – “An Ordinance Amending Chapter 8 Article 1 Regarding Mobile Food Trucks and Pushcarts”

Item 7 – Miscellaneous

Item 8 – 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. §24-4-402 (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, Treasurer And Administrators annual performance reviews, including a review of the performance of the targets that were Provided

NEXT CITY COUNCIL MEETING – Monday, September 23, 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
August 26, 2024

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

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

Absent:

Consent Agenda

Councilmember Bates moved and Councilmember Jenkins seconded to approve the consent agenda Items 1-4 with the removal of 2 checks to Gonzales Unlimited to be voted on separately.

Item #1 – Approval of Council Meeting Minutes – 8/12/2024

Item #2 – Approval of Minutes for Board and Commissions

- a) Utilities Board –7/23/2024
- b) Airport Board – 7/17/2024

Item #3 – Payment of Bills

General Fund-Vouchers #100082-100196

Item #4 – License – New and Renewal - None

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

Voting No: None

Abstain: Gonzales

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

Approve Check #100138 & 100196 to Gonzales Unlimited

Councilmember Jenkins moved and Councilmember Zavala seconded to approve check #100138 in the amount of \$2,665.85 and check #100196 in the amount of \$750.00 to Gonzales Unlimited for vehicle repairs.

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

Voting No: None

Abstain: Gonzales

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

Audience Participation

None

City Treasurer Report

City Treasurer Schwartz provided a grant update on the following.

- Received grant award noticed from LAVAAA which is the money that we use towards the Senior Center. We were awarded \$25,589.00. She will bring the contract to the next meeting for approval and signatures.
- Regarding the potholing grant for the water/wastewater we went out for bids last week and will accept bids until September 19, 2024.
- Working on gathering information on the traffic study to put together an RFP, she is waiting on a scope of work from Chief Fear and City Administrator Evans.
- Thomas and Kristin have been working with Tyler both last week and this week to allow for the first data upload this week. Financials will be the first upload with other modules to follow. Once uploads begin and the employees do the training modules we will begin running it to start the process.

City Clerk Report

City Clerk Williams reported in the month of July there were 2,203 sales tax returns processed, 6 new licenses for Lamar and 6 for none Lamar businesses along with 2 terminated Lamar businesses and 5 outside businesses.

City Clerk Williams reported that they processed 63 electric connects, 60 electric disconnects, 44 water connects, and 43 water disconnects for residential customers, 2 electric connects, and 2 electric disconnects during the month of July.

She reported that there was 1 cemetery lot purchased in Fairmount Cemetery with 5 opening/closings at Fairmount, 1 opening/closing in the Veteran's section, and 4 opening/closings at Riverside.

City Clerk Williams gave an update on the local newspaper issue: With audit completed and budget process began City Treasurer now has a bit of time to put an RFP together for sending bid requests out for a newspaper of posting. If you remember in July I had made the suggestion of using the Bent County Democrat in the interim. We have posted a few items and have found that it is not going to work for the City of Lamar. It is very cumbersome process placing the postings and they do not follow all of the requirements per state statute as they stated.

I have been in contact with the Kiowa County Press, Ms. Sorensen and they have guaranteed publication along with following all state statute requirements. At this time it would be her suggestion that until we receive the RFP's back we utilize the Kiowa County Press for the City's legal publications along with also posting on our website and social media if applicable.

City Administrator Report

Coffee with Rob

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

- August 28, 2024 – TA Express

Lamar Cub Scouts Pack 223 – Movie Night

City Administrator Evans announced that Lamar Cub Scouts Pack 223 will be hosting a Movie Night with Ice Cream on August 29, 2024 beginning at 6:00 p.m. with Despicable Me 4 playing at the Lamar Christian Church Fellowship Hall.

Project Update

City Administrator Evans gave project updates on the items below:

- Public Works have been heavily working on storm cleanup from last week's storm. They are also gearing up for street paving. He also stated that for the cleanup citizens could place any fallen limbs on the curb in front of home and street crews would be by in the next day or two to pick up. Once they have went down the street they will not be back tracking. No limbs in alleyways, they will not be pick up.
- Library is working with the Amache Rangers to put together a program in September.
- IT Department is implementing the suggestions made during the security audit and working on the Tyler preparation.
- Police Department is working on building the scope of work for the traffic study so that City Treasurer can put out RFP.
- Community Development reported that there is new home building between 8th & 9th St.
- Parks has put extra maintenance in place over the next few weeks to make needed repairs to the parks. They have received some advice from previous employees and the needed repairs.

Miscellaneous

None

Reports and Correspondence from Council

PEP Update

Councilmember Bates reported that PEP had a presentation by Stephanie at SECED regarding the many programs that SECED has available.

Public Safety Board

Councilmember Jenkins reported that they met on Thursday and the discussion was to do some research regarding Neighborhood Watch program.

Airport Board Update

Councilmember Mata reported that discussion at the board meeting was the rehabilitation of Taxiway A.

Golf Board Update

Councilmember Gonzales reported that the golf course was shut down today due to the High School Boys golf tournament. He also stated that the Labor Day Tournament is August 31, 2024. The golf board is hosting a match play that will run in September with Championship being held September 21st or 22nd. He also reported that the Two Shot Golf Tournament will be September 27-29, 2024 with JVA being one of the biggest sponsors of the tournament.

Councilmember Gonzales reported that during the recent storm there was a small amount of damage to the course that is being cleaned up.

Planning and Zoning Update

Councilmember Gonzales reported that Planning & Zoning has scheduled a public hearing for Thursday, August 29, 2024.

Miscellaneous

Mayor Crespín announced that the Lamar Utility Board has received a letter of resignation from Boardmember Stagner resigning from both Lamar Utility Board and the ARPA Board. Advertisement for openings will be posted.

Mayor Crespín wanted to say thank you to AM Breakfast for expanding their business from just serving on the weekend to six days a week and hiring some of the Hickory House staff that were recently let go due to the closing of the restaurant.

Mayor Crespín informed Council and citizens that he has received calls and emails requesting us to look at the US Corridor between Newton, KS and Pueblo, CO. They would like to make this a 4-lane highway and convert it to I50 instead of Highway 50. Council would like some additional information regarding this.

Mayor Crespín gave a thank you to owners of Casa Azteca for the invitation to their soft opening on Sunday, August 25, 2024.

NEW BUSINESS

Oath of Office for New Chief of Police

Mayor Crespín administered the Oath of Office to the New Police Officer Jose Lozoya. Pinning of Badge was done by Officer Lozoya's brother Jesus Lozoya.

New Public Safety Building Discussion

Mayor Crespín announced that there has been further discussion on the Public Safety Building. As everyone knows they had an architect draw up plans of not only a conversion to the current building but a new standalone building, which both plans came in significantly higher than what was set aside to do the building. He stated that Police Chief Fear has done his due diligence in looking at a potential building to convert into a Public Safety Building for both Police and Fire. There have been two buildings identified as possible locations. After all of Council input Mayor Crespín asked if this is something that they wish to move forward on and that he, Mayor Pro-Tem Tamez, City Administrator and City Attorney could begin negotiations. Nothing would be done without further Council approval.

Boardmember Bates moved and Boardmember Mata seconded to approve negotiations for a public safety building by the Mayor, Mayor Pro-Tem, City Administrator, and City Attorney.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespín, Duffy, Tamez, Bates

Voting No: None

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

Contract for Canon Copier

Councilmember Gonzales moved and Councilmember Tamez seconded to approve a five-year (5) lease contract for a Canon copier to the Library in the amount of \$179.03 per month and authorize the Mayor to sign.

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

Voting No: None

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

Appointment to Historic Preservation Board

Councilmember Bates moved and Councilmember Tamez seconded to approve the re-appointment of Jennifer Moritmeyer to the Historic Preservation Board for an expired (3) three-year term expiring June 1, 2027.

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

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

Appointment to the Lamar Utility Board

Councilmember Tamez moved and Councilmember Mata seconded to approve the re-appointment of Doug Thrall to the Lamar Utility Board for an expired (5) five-year term expiring August 1, 2029.

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

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

Request for Extra-Territorial Water Service

Councilmember Tamez moved and Councilmember Gonzales seconded to approve the Extra-Territorial Water/Wastewater Service Agreement for 6619 Rodeo Dr. with DZ Construction, Zane Rankin and Damian Ramos and authorize the Mayor to sign.

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

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

FAA/CDOT/BIL Grant Offers for Airport Improvements Projects (AIP) 025 & 026 Taxiway A Project Southeast Colorado Regional Airport

Councilmember Bates moved and Councilmember Tamez seconded to approve the acceptance of the FAA/CDOT/BIL grant offers for the Improvements Projects (AIP) 025 & 026 Taxiway A at the Southeast Colorado Regional Airport and authorize the Mayor to sign both grants.

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

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

Award Bid for Taxiway A Reconstruction/Rehabilitation

Councilmember moved and Councilmember seconded to approve and award Bid for Taxiway A Reconstruction/Rehabilitation Schedule I only to W.W. Clyde & Co. in the

amount of \$2,743,990.00 and allow the Mayor to sign agreement upon funding availability and the City Attorney and City Treasurer's review and approval.

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

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

Approval of IGA with CDOT for the TAP Grant for Sidewalk Project

Councilmember Tamez moved and Councilmember Bates seconded to approve IGA with CDOT for the TAP Grant Sidewalk Project and authorize the Mayor to sign electronically.

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

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

Approval and Signature of City Administrator, Robert Evans for CTO Marketing Grant Letter of Support

Councilmember Bates moved and Councilmember Tamez seconded to approve the signature of City Administrator, Robert Evans for CTO Marketing Grant Letter of Support.

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

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

Miscellaneous

Councilmember Bates wanted to say he has received several compliments from citizens on the transparency of the police department with their Facebook posts, his personal demeanor when he interacts with community members. The public notices everything that he is trying to update, cleanup and improve.

Executive Session – 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)

Councilmember Bates moved and Councilmember Tamez seconded to enter into an executive session – 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).

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

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

Regular meeting recessed and executive session convened at 8:18 p.m.

Councilmember Jenkins moved and Councilmember Tamez seconded that executive session adjourn at 9:37 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 9:39 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 13, 2024**

The Lamar Utilities Board met in regular session at 12:07 p.m. with Vice-Chairman Brooke presiding.

Present: Jay Brooke, Patrick Leonard, Roger Stagner, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams
Doug Thrall arrived at 12:12 p.m.

Absent: Jill Bellomy, Kirk Crespin

Minutes of Previous Meeting – July 23, 2024

Boardmember Leonard moved and Boardmember Stagner seconded to approve meeting minutes of July 23, 2024.

Voting Yes: Brooke, Leonard, Stagner

Voting No: None

Purchase Orders #630148 thru 630204

Boardmember Stagner moved and Boardmember Leonard seconded to approve purchase orders #630148 thru 630204 in the amount of \$1,041,807.41.

Voting Yes: Brooke, Leonard, Stagner

Voting No: None

Payment of Bills

Boardmember Stagner moved and Boardmember Leonard seconded to approve payment of bills: Vouchers #54734 through #54806 for a total of \$375,555.41.

Voting Yes: Brooke, Leonard, Stagner

Voting No: None

Consider Approval of Resolution No. 24-08-01 – Recognition of Roger Stagner and his Service to LUB

Boardmember Leonard moved and Boardmember Brooke seconded to approve Resolution No. 24-08-01 – Recognition of Roger Stagner and his Service to LUB.

Voting Yes: Brooke, Leonard, Stagner

Voting No: None

System Operating Report

Superintendent Hourieh reported that through the first half of 2024 LUB's three wind turbines have generated 6,506.82 MWH's of electricity at an average capacity factor of 32.33%. This is about 6.89% higher than the same period last year. When compared individually, T-1 has generated more than the other two turbines, while T-4, ARPA's unit ranked 4th in MWH's generated. T-5 the Springfield turbine has generated 2,709.91 MWH's of electricity. This is about 3.62% higher than the same period last year, at an average capacity factor of 41.38%.

Superintendent Hourieh reported that they have received GE's borescope report for the inspection done on T-2's gearbox. The report indicates extensive gearbox damage with multiple fractured teeth. The recommendation is to leave the turbine down as it is not cost effective for repair.

Adjournment

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

Voting Yes: Brooke, Thrall, Leonard, Stagner

Voting No: None

The meeting adjourned at 12:31p.m.

Linda Williams – City Clerk

Jay Brooke – Vice-Chairman



**ADJUSTMENTS AND APPEALS
MEETING MINUTES**

Location: Cultural Events Center
Date: July 31, 2024
Time: 6:00 pm
Attendees: Richard Maggart, Palle Day-Jensen, Todd Horning, Rinda Emick, Stephanie Strube, Anne-Marie Crampton
Absent: Doug Eastin

AGENDA DETAILS

I. MEETING CALLED TO ORDER

Time: 6:03pm

II. APPROVAL OF MINUTES FROM JULY 9, 2024

Motion: Rich
2nd by: Palle
All in favor: Yes

III. OPEN POSITION

Todd Horning agreed to stay on the board a few more months until he moves. The open position has been posted. Need a motion to accept Todd's application to remain on the board.

Motion: Rich
2nd by: Rinda
All in favor: Yes

IV. NEW BUSINESS AA-2024-06

LAI Design Group and Doug Thrall/Grover Management are requesting a variance to share existing water lines. Public Hearing needs set.

Public hearing set for August 29, 2024 at 6pm.

V. NEW BUSINESS AA-2024-07

Scott Crampton is wanting to place a carport on the south property line. The proposed carport would be a single slope carport 14' W x 20' L x 11'.5" x 8'5". The proposed carport is being used for shade/covered patio.

Motion to approve for 0' lot line with the notion that the applicant understands the following rules they need to abide by.

1. It is the property owner's responsibility to research and abide by the covenants of subdivision.
2. The applicant shall comply with all other applicable Zoning and Building Code requirements not excepted by this variance request, including but not limited to obtaining a building permit for work to be performed prior to commencing such improvements on the property.
3. The approved application shall be good for one year or three hundred and sixty-five calendar days from the date of the approval letter.

Motion to Approve X Deny

First Palle

2nd by: Rich

All in favor Yes

VI. CONCLUSION

Time: 6:17pm

Motion: Rich

2nd by: Palle

All in favor Yes



Richard Maggart



Stephanie Strube

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	HP/VD	Vendor Number	Name/Description	FRONTIER BANK	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100197		3034	CITYSERVICEVALCON LLC AIRPORT- JET FUEL ** PAYMENT TOTAL **	FOR BANK ACCOUNT:1	0784781	23,385.73	0.00	23,385.73	08/27/24	124811
100198		2057	CITY OF LAMAR-MISC PETTY CASH 8-28-2024 PETTY CASH 8-28-2024 ** PAYMENT TOTAL **		8-28-2024 8-28-2024	337.24 337.24 337.24	0.00 0.00 0.00	35.00 302.24 337.24	08/28/24	124854
100199		3710	BANC OF AMERICA LEASING HONEYWELL PROJ#R27505 ** PAYMENT TOTAL **		R27505	83,000.00 83,000.00	0.00 0.00	83,000.00 83,000.00	08/28/24	124854
100200		3820	IMAGE TREND INC ANNUAL FEE ELITE RESCUE CAD ** PAYMENT TOTAL **		INV109449	2,152.28 2,152.28	0.00 0.00	2,152.28 2,152.28	08/28/24	124854
100201		99999	UNITED HEALTHCARE REFUND OF AMB OVEREYPT D TRACY ** PAYMENT TOTAL **		8-2024	92.00 92.00	0.00 0.00	92.00 92.00	08/28/24	124854
100202		770	CITY OF LAMAR-WATER INVEST FEE AUGUST 2024 INVESTMENT FEE ** PAYMENT TOTAL **		8-2024	87,383.84 87,383.84	0.00 0.00	87,383.84 87,383.84	08/30/24	124887
100203		1255	WAKEFIELD & ASSOCIATES OWED TO COLLECTION AGENCY OWED TO COLLECTION AGENCY ** PAYMENT TOTAL **		8-30-2024 8-30-2024	456.96 456.96 182.40	0.00 0.00 0.00	140.15 42.25 182.40	08/30/24	124887
100204		2076	UNITED STATES POST OFFICE AUGUST 2024 UTILITY BILLING ** PAYMENT TOTAL **		8-30-2024	1,894.48 1,894.48	0.00 0.00	1,894.48 1,894.48	08/30/24	124887
100205		2690	LEGALSHIELD CORPORATE OFFICE AUGUST 2024 LEGAL SHIELD AUGUST 2024 LEGAL SHIELD AUGUST 2024 LEGAL SHIELD AUGUST 2024 LEGAL SHIELD ** PAYMENT TOTAL **		AUG-2024 AUG-2024 AUG-2024 AUG-2024	230.40 230.40 230.40 230.40 230.40	0.00 0.00 0.00 0.00 0.00	60.33 129.69 21.95 18.43 230.40	08/30/24	124887
100206		3355	AMAZON CAPITAL SERVICES INC INTER-DEPT. ENVELOPES MISC Network GBIC Devices Event Supplies Water/WW- Drill/ DoorSweep SIGNS FOR NORTH GATEWAY		16FW-94DQ-GLHQ 16KK-HN37-RDG3 1CJW-CXQ4-6X7K 1DH4-WQ6K-TYWR 1JNY-Q3JG-JLJP 1LM1-3XVP-YJ3G	30.73 145.02 114.24 22.45 152.40 243.20	0.00 0.00 0.00 0.00 0.00 0.00	30.73 145.02 114.24 22.45 152.40 243.20		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	RP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay Date	Batch Number
			SOC SEC BN:5097:702:08/31/24	5097:315	121.72	0.00	121.72	
			SOC SEC:5097:802:08/31/24	5097:316	121.72	0.00	121.72	
			POLICE PNS:5097:272:08/31/24	5097:32	3,708.79	0.00	3,708.79	
			POLICE PEN:5097:772:08/31/24	5097:33	4,172.38	0.00	4,172.38	
			PENSION:5097:275:08/31/24	5097:335	1,422.82	0.00	1,422.82	
			INTEGRATED:5097:288:08/31/24	5097:336	38.42	0.00	38.42	
			PENSION:5097:775:08/31/24	5097:337	1,600.69	0.00	1,600.69	
			INTEGRATED:5097:788:08/31/24	5097:338	59.76	0.00	59.76	
			FED W/H:5097:800:08/31/24	5097:364	471.77	0.00	471.77	
			COLO W/H:5097:810:08/31/24	5097:365	286.00	0.00	286.00	
			MEDICARE:5097:701:08/31/24	5097:366	117.13	0.00	117.13	
			MEDICARE:5097:801:08/31/24	5097:367	117.13	0.00	117.13	
			SOC SEC BN:5097:702:08/31/24	5097:368	113.33	0.00	113.33	
			SOC SEC:5097:802:08/31/24	5097:369	113.33	0.00	113.33	
			PENSION:5097:275:08/31/24	5097:382	543.36	0.00	543.36	
			INTEGRATED:5097:288:08/31/24	5097:383	27.91	0.00	27.91	
			ONEA ROTH:5097:293:08/31/24	5097:384	25.40	0.00	25.40	
			PENSION:5097:775:08/31/24	5097:385	611.28	0.00	611.28	
			INTEGRATED:5097:788:08/31/24	5097:386	43.41	0.00	43.41	
			FED W/H:5097:800:08/31/24	5097:413	1,456.76	0.00	1,456.76	
			COLO W/H:5097:810:08/31/24	5097:414	804.90	0.00	804.90	
			MEDICARE:5097:701:08/31/24	5097:415	253.37	0.00	253.37	
			MEDICARE:5097:801:08/31/24	5097:416	253.37	0.00	253.37	
			SOC SEC BN:5097:702:08/31/24	5097:417	374.18	0.00	374.18	
			SOC SEC:5097:802:08/31/24	5097:418	374.18	0.00	374.18	
			PENSION:5097:275:08/31/24	5097:435	1,249.01	0.00	1,249.01	
			ART \$457K:5097:280:08/31/24	5097:436	35.00	0.00	35.00	
			ICMA:5097:283:08/31/24	5097:437	14.09	0.00	14.09	
			INTEGRATED:5097:288:08/31/24	5097:438	117.48	0.00	117.48	
			PENSION:5097:775:08/31/24	5097:439	1,405.15	0.00	1,405.15	
			ICMA:5097:783:08/31/24	5097:440	14.09	0.00	14.09	
			INTEGRATED:5097:788:08/31/24	5097:441	182.76	0.00	182.76	
			FED W/H:5097:800:08/31/24	5097:477	1,666.17	0.00	1,666.17	
			COLO W/H:5097:810:08/31/24	5097:478	1,012.90	0.00	1,012.90	
			MEDICARE:5097:701:08/31/24	5097:479	317.03	0.00	317.03	
			MEDICARE:5097:801:08/31/24	5097:480	317.03	0.00	317.03	
			SOC SEC BN:5097:702:08/31/24	5097:481	802.14	0.00	802.14	
			SOC SEC:5097:802:08/31/24	5097:482	802.14	0.00	802.14	
			PENSION:5097:275:08/31/24	5097:508	1,091.86	0.00	1,091.86	
			ICMA:5097:283:08/31/24	5097:509	37.57	0.00	37.57	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			INTEGRATED:5097:288:08/31/24	5097:510	229.13	0.00	229.13	
			PENSION:5097:775:08/31/24	5097:511	1,228.36	0.00	1,228.36	
			ICMA:5097:783:08/31/24	5097:512	37.57	0.00	37.57	
			INTEGRATED:5097:788:08/31/24	5097:513	356.42	0.00	356.42	
			ABT \$457K:5097:280:08/31/24	5097:515	75.00	0.00	75.00	
			FED W/H:5097:800:08/31/24	5097:551	1,215.11	0.00	1,215.11	
			COLO W/H:5097:810:08/31/24	5097:552	604.99	0.00	604.99	
			MEDICARE:5097:701:08/31/24	5097:553	230.10	0.00	230.10	
			MEDICARE:5097:801:08/31/24	5097:554	230.10	0.00	230.10	
			SOC SEC BN:5097:702:08/31/24	5097:555	161.00	0.00	161.00	
			SOC SEC:5097:802:08/31/24	5097:556	161.00	0.00	161.00	
			PENSION:5097:275:08/31/24	5097:573	829.08	0.00	829.08	
			ABT 457K&:5097:284:08/31/24	5097:574	16.38	0.00	16.38	
			INTEGRATED:5097:288:08/31/24	5097:575	46.77	0.00	46.77	
			PENSION:5097:775:08/31/24	5097:576	932.69	0.00	932.69	
			INTEGRATED:5097:788:08/31/24	5097:577	72.75	0.00	72.75	
			PENS LOAN:5097:475:08/31/24	5097:58	367.14	0.00	367.14	
			PENSION:5097:275:08/31/24	5097:68	6,518.18	0.00	6,518.18	
			VOL AFT \$:5097:276:08/31/24	5097:69	41.84	0.00	41.84	
			VOL AFT \$:5097:277:08/31/24	5097:70	15.00	0.00	15.00	
			ABT \$457K:5097:280:08/31/24	5097:71	100.00	0.00	100.00	
			ICMA:5097:283:08/31/24	5097:72	42.26	0.00	42.26	
			ABT 457K&:5097:284:08/31/24	5097:73	100.05	0.00	100.05	
			INTEGRATED:5097:286:08/31/24	5097:74	1,249.92	0.00	1,249.92	
			ONEA ROTH\$:5097:293:08/31/24	5097:75	177.84	0.00	177.84	
			PD ROTH \$:5097:294:08/31/24	5097:76	85.00	0.00	85.00	
			ONEA ROTH\$:5097:295:08/31/24	5097:77	50.00	0.00	50.00	
			PENSION:5097:775:08/31/24	5097:78	7,332.92	0.00	7,332.92	
			ICMA:5097:783:08/31/24	5097:79	42.26	0.00	42.26	
			INTEGRATED:5097:788:08/31/24	5097:80	1,944.29	0.00	1,944.29	
			ABT \$457K:5097:280:08/31/24	5097:81	250.00	0.00	250.00	
			ABT 457K&:5097:284:08/31/24	5097:82	136.55	0.00	136.55	
			PD \$ 457:5097:289:08/31/24	5097:83	500.00	0.00	500.00	
			** PAYMENT TOTAL **	90	90,926.08	0.00	90,926.08	124926
100213		2056	CITY OF LAMAR-PAYROLL					
			UTIL BILLS:5097:405:08/31/24	5097:56	541.26	0.00	541.26	
			UTIL BILLS:5097:405:08/31/24	5097:568	163.65	0.00	163.65	
			** PAYMENT TOTAL **	2	704.91	0.00	704.91	124926
100214		2323	FIRE & POLICE PENSION ASSN					
			FIRE FPPA:5097:731:08/31/24	5097:579	410.41	0.00	410.41	

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100215		2404	FOL FPPA:5097:730:08/31/24 FIRE FPPA:5097:731:08/31/24 ** PAYMENT TOTAL **	5097:85 5097:86 3	1,452.02 425.91 2,288.34	0.00 0.00 0.00	1,452.02 425.91 2,288.34	09/03/24	124926
100216		2862	PROFESSIONAL FINANCE CO 2023C30030:5097:653:08/31/24 2023C30030:5097:653:08/31/24 ** PAYMENT TOTAL **	5097:570 5097:61 2	25.00 25.00 50.00	0.00 0.00 0.00	25.00 25.00 50.00	09/03/24	124926
100217		3079	SOUTHEAST COLO FOP LODGE #30 PD FOP:5097:309:08/31/24 ** PAYMENT TOTAL **	5097:66 1	107.50 107.50	0.00 0.00	107.50 107.50	09/03/24	124926
100218		3362	METRO COLLECTION SERVICE INC 24C30019:5097:669:08/31/24 ** PAYMENT TOTAL **	5097:62 1	208.72 208.72	0.00 0.00	208.72 208.72	09/03/24	124926
100219		3513	FAMILY SUPPORT REGISTRY 11882487:5097:522:08/31/24 ** PAYMENT TOTAL **	5097:59 1	348.00 348.00	0.00 0.00	348.00 348.00	09/03/24	124926
100220		2	FAMILY SUPPORT REGISTRY #18220129:5097:589:08/31/24 #18220129:5097:589:08/31/24 ** PAYMENT TOTAL **	5097:569 5097:60 2	168.75 168.75 337.50	0.00 0.00 0.00	168.75 168.75 337.50	09/03/24	124926
100221		15	A-1 RENTAL AND SALES INC STREET- LINK CHAIN ** PAYMENT TOTAL ** LAMAR BMS CREDIT RETURN-FIELD PAINT monthly supplies monthly supplies monthly supplies monthly supplies monthly supplies monthly supplies monthly supplies PARKS COUPLER DOG PARK-LATCH/CAP/CONCRETEMIX DOG PARK-DOME CAP DOG PARK-BIT HOLDER/FASTENERS DOG PARK-YELLOW WING GARD CONN monthly supplies monthly supplies	61639 431720 432550 432640 432815 432910 432941 432948 433008 433479 433549 433639 433644 433728 433740 433866 434037 1	226.80 226.80 526.16- 9.49 50.19 10.99 8.98 9.79 19.58 21.99 7.49 2.29 62.79 1.01 21.95 7.98 140.75 15.67	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	226.80 226.80 526.16- 9.49 50.19 10.99 8.98 9.79 19.58 21.99 7.49 2.29 62.79 1.01 21.95 7.98 140.75 15.67	09/04/24	124955

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Payment Number	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
100222	57	faucet at welcome center	434097	18.99	0.00	18.99		
		monthly supplies	434179	26.99	0.00	26.99		
		BALLPARKS ANT KILLER	434182	34.98	0.00	34.98		
		Water-TreatmentMauticAcic	434184	39.96	0.00	39.96		
		BALLPARKS SPREADER	434356	56.19	0.00	56.19		
		BALLPARKS FIELD PAINT	434547	516.99	0.00	516.99		
		monthly supplies	434742	10.59	0.00	10.59		
		** PAYMENT TOTAL **	23	569.47	0.00	569.47	09/04/24	124955
		AIRGAS USA LLC						
		EQMAINT- ELECT STCK /NZL HTING	9152915013	34.69	0.00	34.69		
		EQMAINT- ELECT STCK /NZL HTING	9152915014	376.20	0.00	376.20		
		** PAYMENT TOTAL **	2	410.89	0.00	410.89	09/04/24	124955
100223	62	LAMAR AUTO PARTS						
		EQMAINT- FILTERS/DEF/LIGHTS	752618	39.08	0.00	39.08		
		EQMAINT- FILTERS/DEF/LIGHTS	753851	145.63	0.00	145.63		
		EQMAINT- FILTERS/DEF/LIGHTS	753855	242.77	0.00	242.77		
		EQMAINT- FILTERS/DEF/LIGHTS	753877	506.28	0.00	506.28		
		BALLPARK-EDGER BLADE	753883	18.00	0.00	18.00		
		EQMAINT- FILTERS/DEF/LIGHTS	753890	84.38	0.00	84.38		
		EQMAINT- FILTERS/DEF/LIGHTS	753920	92.00	0.00	92.00		
		Fire Op - Misc Sup	754033	174.48	0.00	174.48		
		EQMAINT- FILTERS/DEF/LIGHTS	754097	10.86	0.00	10.86		
		EQMAINT- FILTERS/DEF/LIGHTS	754377	557.68	0.00	557.68		
		Amb Op - Windshield Rp	754391	18.29	0.00	18.29		
		EQMAINT- FILTERS/DEF/LIGHTS	754395	439.98	0.00	439.98		
		PARKS XTREME BLADE	754490	111.90	0.00	111.90		
		EQMAINT- FILTERS/DEF/LIGHTS	754725	75.68	0.00	75.68		
		BALLPARKS FUEL CAP	754747	8.54	0.00	8.54		
		EQMAINT- FILTERS/DEF/LIGHTS	754813	121.17	0.00	121.17		
		EQMAINT- FILTERS/DEF/LIGHTS	754837	19.60	0.00	19.60		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	754890	84.66	0.00	84.66		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	754908	31.04	0.00	31.04		
		BALLPARKS REGULATOR	754921	70.19	0.00	70.19		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	754927	55.96	0.00	55.96		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755039	20.16	0.00	20.16		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755082	20.46	0.00	20.46		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755084	42.81	0.00	42.81		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755309	437.07	0.00	437.07		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755464	253.14	0.00	253.14		
		PWKS - DEF/OIL/BRACKET/VALVE/FI	755506	228.07	0.00	228.07		

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100224		83	PWKS- DEF/OIL/BRACKET/VALVE/FI PWKS- DEF/OIL/BRACKET/VALVE/FI PWKS- DEF/OIL/BRACKET/VALVE/FI windshield wipers for P/U PARKS BLISTER PACK CAPSULES PARKS SCREWS/WASHERS/ACCESSRY ** PAYMENT TOTAL **	755508 755509 755665 755670 755698 755885	147.95 195.71 147.78 25.72 10.15 15.55	0.00 0.00 0.00 0.00 0.00 0.00	147.95 195.71 147.78 25.72 10.15 15.55	09/04/24	124955
100225		87	PROMERS MEDICAL CENTER PD BLOOD DRAW L2403023 ** PAYMENT TOTAL **	1342536	26.00 26.00	0.00 0.00	26.00 26.00	09/04/24	124955
100226		88	RANCHERS SUPPLY OF LAMAR LLC Water/WW-Elk'swell/WWMaterials PARKS-PIPE DOG PARK-CONDUIT PARKS-ELBOW/BUSHINGS/TEE BALLPARKS-LATCH/GRINDING DISC PARKS-PIPE/COUPLING/TEE/TAPE SANITATION- METAL/IRON/TAPE/TU BALLPARK-PVC SANITATION- METAL/IRON/TAPE/TU Water/WW-Elk'swell/WWMaterials Water/WW-Elk'swell/WWMaterials ** PAYMENT TOTAL **	1-3724 1-3752 1-3760 1-3819 2-10389 2-10509 2-10599 2-10606 2-10616 2-10665 2-10666	38.83 17.00 140.80 21.00 38.72 70.89 428.40 43.44 173.75 247.08 9.36	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	38.83 17.00 140.80 21.00 38.72 70.89 428.40 43.44 173.75 247.08 9.36	09/04/24	124955
100227		89	ROBINSON PRINTING INC Water-Connect/Disconnect Cards Water-Connect/Disconnect Cards ** PAYMENT TOTAL **	72286 72297	344.70 350.20 694.90	0.00 0.00 0.00	344.70 350.20 694.90	09/04/24	124955
100228		91	4 RIVERS EQUIPMENT LLC EQMAINT- PIN FASTEN /SHIPPING ** PAYMENT TOTAL ** S E COLO POWER ASSOC AUGUST 2024 BILLING AUGUST 2024 BILLING AUGUST 2024 BILLING ** PAYMENT TOTAL **	1666707 AUG-2024 AUG-2024 AUG-2024	280.57 2,653.50 2,653.50 2,653.50	0.00 0.00 0.00 0.00	280.57 2,390.58 121.12 141.80	09/04/24	124955
100229		170	PASTENAL COMPANY EQMAINT- HVY HST SANITATION- GLOVES/N95 MASK EQMAINT- BUTTICNT, FHN, USS, HI A ** PAYMENT TOTAL **	COPU2102846 COPU2102847 COPU2102965	16.32 248.70 141.25 406.27	0.00 0.00 0.00 0.00	16.32 248.70 141.25 406.27	09/04/24	124955

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Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100230		175	PRINTED IMAGINATION LLC						
			PROGRAM TSHIRTS	3842	183.00	0.00	183.00		
			PROGRAM TSHIRTS	3885	813.50	0.00	813.50		
			** PAYMENT TOTAL **	2	996.50	0.00	996.50	09/04/24	124955
100231		213	NKC TIRE						
			EQMAINT- TIRES/REPAIRS	28725	124.55	0.00	124.55		
			EQMAINT- TIRES/REPAIRS	28728	60.00	0.00	60.00		
			EQMAINT- TIRES/REPAIRS	28761	23.89	0.00	23.89		
			EQMAINT- TIRES/REPAIRS	28807	149.50	0.00	149.50		
			EQMAINT- TIRES/REPAIRS	28813	23.89	0.00	23.89		
			EQMAINT- TIRES/REPAIRS	28814	1,184.02	0.00	1,184.02		
			EQMAINT- TIRES/REPAIRS	28859	330.00	0.00	330.00		
			EQMAINT- TIRES/REPAIRS	28892	367.46	0.00	367.46		
			EQMAINT- TIRES/REPAIRS	28916	22.00	0.00	22.00		
			EQMAINT- TIRES/REPAIRS	28923	52.00	0.00	52.00		
			EQMAINT- TIRES/REPAIRS	28934	284.00	0.00	284.00		
			EQMAINT- TIRES/REPAIRS	28937	22.00	0.00	22.00		
			EQMAINT- TIRES/REPAIRS	28938	100.00	0.00	100.00		
			** PAYMENT TOTAL **	13	2,743.31	0.00	2,743.31	09/04/24	124955
100232		242	FARMERS COUNTRY MARKET						
			WATER-CEMETERIES	7083	40.90	0.00	40.90		
			** PAYMENT TOTAL **	1	40.90	0.00	40.90	09/04/24	124955
100233		244	FARIS MACHINERY COMPANY						
			EQMAINT- TRANSFOR JJ-005/NOZZL	A17676	437.17	0.00	437.17		
			EQMAINT- TRANSFOR JJ-005/NOZZL	A17828	835.27	0.00	835.27		
			** PAYMENT TOTAL **	2	1,272.44	0.00	1,272.44	09/04/24	124955
100234		333	DOUBLE K CAR WASH LLC						
			AUGUST 2024 CAR WASHES	AUGUST-2024	362.65	0.00	362.65		
			AUGUST 2024 CAR WASHES	AUGUST-2024	362.65	0.00	362.65		
			** PAYMENT TOTAL **	2	362.65	0.00	362.65	09/04/24	124955
100235		361	GALLS LLC						
			PD INOFRM SHIRTS	028820022	102.10	0.00	102.10		
			PD UNIFORMS-SANGER	028855571	218.27	0.00	218.27		
			** PAYMENT TOTAL **	2	320.37	0.00	320.37	09/04/24	124955
100236		367	PROSPERITY LANE COMMUNITY						
			AIRPORT- WATER UTILITY	1096-8-2024	335.06	0.00	335.06		
			** PAYMENT TOTAL **	1	335.06	0.00	335.06	09/04/24	124955
100237		423	WALLACE GAS & OIL INC						
			EQMAINT- RED DIESEL	5873461	63.00	0.00	63.00		
			LANDFILL- #2 LOW SULFUR DYED	A36645	679.20	0.00	679.20		

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100238		485	EQUIPMENT- RED DIESEL	A36650	96.71	0.00	96.71	09/04/24	124955
			LANDFILL- #2 LOW SULFUR DYED	S37813	722.75	0.00	722.75		
			LANDFILL- #2 LOW SULFUR DYED	S37853	855.00	0.00	855.00		
			LANDFILL- #2 LOW SULFUR DYED	S37873	570.00	0.00	570.00		
			** PAYMENT TOTAL **		2,986.66	0.00	2,986.66	09/04/24	124955
			KACTUS INC						
			PD KACTUS RENTAL SPACE	SEPT-2024	750.00	0.00	750.00		
			** PAYMENT TOTAL **		750.00	0.00	750.00	09/04/24	124955
100239		571	SHANNON VENTURI						
			W/C scheduling Assistant Aug.						
			** PAYMENT TOTAL **	44536	220.00	0.00	220.00		
100240		782	TAYLOR SEPTIC & PLUMBING						
			leak at the CRC	1628	192.31	0.00	192.31		
			** PAYMENT TOTAL **		192.31	0.00	192.31	09/04/24	124955
100241		895	O'REILLY AUTOMOTIVE STORES INC						
			PD SUPPLIES FOR INSTALL RADIO	2906-266060	77.95	0.00	77.95		
			PD SUPPLIES FOR INSTALL RADIO	2906-266394	35.66	0.00	35.66		
			** PAYMENT TOTAL **		113.61	0.00	113.61	09/04/24	124955
100242		934	VAN DIEST SUPPLY COMPANY						
			CHEMICAL-PARKS & CEMETERIES	169361	2,797.25	0.00	2,797.25		
			** PAYMENT TOTAL **		2,797.25	0.00	2,797.25	09/04/24	124955
100243		940	MY WHOLESALE PRODUCTS						
			DISINFECTANT	360054	18.00	0.00	18.00		
			SANITATION- DEGREASER/PAPER TOW	360343	57.00	0.00	57.00		
			SANITATION- HAND SANITIZER/ DI	360353	50.50	0.00	50.50		
			mop buckets for community bld	360360	143.00	0.00	143.00		
			W/C White Copy Paper	360376	62.00	0.00	62.00		
			** PAYMENT TOTAL **		330.50	0.00	330.50	09/04/24	124955
100244		1049	GRAINGER INC						
			Water-Disconnect Padlocks	9213707046	8.42	0.00	8.42		
			tools and supplies for complex	9222620958	4.48	0.00	4.48		
			tools and supplies for complex	9225969048	59.04	0.00	59.04		
			** PAYMENT TOTAL **		71.94	0.00	71.94	09/04/24	124955
100245		1054	INGRAM BOOK COMPANY						
			books	82489579	106.41	0.00	106.41		
			books	82489580	16.35	0.00	16.35		
			books	82489581	6.48	0.00	6.48		
			books	82503975	13.26	0.00	13.26		
			books	83112827	16.57	0.00	16.57		
			books	83112828	488.72	0.00	488.72		

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Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Faid Date	Batch Number
			books	83156334	6.53	0.00	6.53		
			books	83156335	85.52	0.00	85.52		
			books	83156336	7.47	0.00	7.47		
			books	83213327	326.84	0.00	326.84		
			books	83265485	60.18	0.00	60.18		
			books	83265486	39.50	0.00	39.50		
			books	83265487	52.25	0.00	52.25		
			books	83338047	16.14	0.00	16.14		
			books	83338048	49.50	0.00	49.50		
			books	83357999	50.61	0.00	50.61		
			books	83358000	24.17	0.00	24.17		
			books	83362057	4.30	0.00	4.30		
			books	83362058	11.23	0.00	11.23		
			books	83362059	169.52	0.00	169.52		
			books	83362060	36.98	0.00	36.98		
			books	83396259	12.25	0.00	12.25		
			books	83396260	17.66	0.00	17.66		
			** PAYMENT TOTAL **	23	1,618.44	0.00	1,618.44	09/04/24	124955
100246		1083	MARIA DEL ROSANIO VALENCIA ROMERO						
			PD MENIDNG UNIFORMS	154664	60.00	0.00	60.00		
			PD MENIDNG UNIFORMS	154665	96.00	0.00	96.00		
			** PAYMENT TOTAL **	2	156.00	0.00	156.00	09/04/24	124955
100247		1133	21ST CENTURY EQUIPMENT LLC						
			BALLPARKS-V BELT	P11827	172.55	0.00	172.55		
			BALLPARKS-SWITCH	P12044	55.00	0.00	55.00		
			BALLPARKS-SWITCH	P12045	109.00	0.00	109.00		
			** PAYMENT TOTAL **	3	336.55	0.00	336.55	09/04/24	124955
100248		1166	ADAMS & SONS INC						
			STREET- REPAIR WIRE, 40AMP FUS	1763	104.06	0.00	104.06		
			** PAYMENT TOTAL **	1	104.06	0.00	104.06	09/04/24	124955
100249		1273	HENRY SCHEIN INC						
			Amb Op - Med Supplies	12159365	4.49	0.00	4.49		
			Amb Op - Med Supplies	12550798	23.10	0.00	23.10		
			** PAYMENT TOTAL **	2	27.59	0.00	27.59	09/04/24	124955
100250		1306	HOME STORE LLC						
			August supplies for buildings	166773	9.99	0.00	9.99		
			August supplies for buildings	166818	19.98	0.00	19.98		
			August supplies for buildings	166829	29.97	0.00	29.97		
			DOG PARK-65' FISH TAPE	167014	37.99	0.00	37.99		
			COM BLDG -KEYS	167041	11.96	0.00	11.96		

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			August supplies for buildings	167095	242.95	0.00	242.95	09/04/24	124955
			August supplies for buildings	167113	9.99	0.00	9.99		
			August supplies for buildings	167212	5.99	0.00	5.99		
			August supplies for buildings	167280	14.99	0.00	14.99		
			** PAYMENT TOTAL **	9	383.81	0.00	383.81	09/04/24	124955
100251		1358	PLAINS DISFOSAL LLC						
			AUGUST 2024 BILLING	AUG-2024	337.50	0.00	105.00		
			AUGUST 2024 BILLING	AUG-2024	337.50	0.00	232.50		
			** PAYMENT TOTAL **	2	337.50	0.00	337.50	09/04/24	124955
100252		1391	KIOWA COUNTY PRESS						
			BID 44-011 AUCTION COMPANIES	532621	36.72	0.00	36.72		
			PUBLICATIONS-GROSS WAGES	532622	168.91	0.00	168.91		
			PUBLICATIONS-LUB PYMT OF BILLS	532623	91.39	0.00	91.39		
			PUBLICATIONS-PAYMENT OF BILLS	532624	212.16	0.00	212.16		
			** PAYMENT TOTAL **	4	509.18	0.00	509.18	09/04/24	124955
100253		1954	USA BLUE BOOK						
			Water- Spun Filter Cartridges	INV00462010	61.68	0.00	61.68		
			** PAYMENT TOTAL **	1	61.68	0.00	61.68	09/04/24	124955
100254		2130	INSIGHT PUBLIC SECTOR INC						
			Adobe Creative Cloud	1101199635	771.00	0.00	771.00		
			** PAYMENT TOTAL **	1	771.00	0.00	771.00	09/04/24	124955
100255		2235	KIMBALL MIDWEST						
			EQMAINT- ASSOTRMENT/KIT	102511419	273.85	0.00	273.85		
			** PAYMENT TOTAL **	1	273.85	0.00	273.85	09/04/24	124955
100256		2252	ATMOS ENERGY						
			AUGUST 2024 BILLING AIRPORT	3015172063-8-24	30.54	0.00	30.54		
			AUGUST 2024 BILLING AIRPORT	3015172358-8-24	32.63	0.00	32.63		
			AUGUST 2024 BILLING AIRPORT	3015172616-8-24	30.54	0.00	30.54		
			AUGUST 2024 BILLING LEE#3	3015172856-8-24	38.82	0.00	38.82		
			AUGUST 2024 BILLING CEM SHOP	3015213125-8-2024	22.43	0.00	22.43		
			AUGUST 2024 BILLING DOG POUND	3015213125-8-24	22.43	0.00	22.43		
			AUGUST 2024 BILLING AIRPORT	3015213787-8-24	30.20	0.00	30.20		
			AUGUST 2024 BILLING AIRPORT	3015214053-8-24	30.20	0.00	30.20		
			AUGUST 2024 BILLING SEWER LIFT	3015214286-8-24	32.18	0.00	32.18		
			AUGUST 2024 BILLING E-911	3018336809-8-24	30.20	0.00	30.20		
			AUGUST 2024 BILLING COM BLDG	3045999954-8-24	70.55	0.00	70.55		
			AUGUST 2024 BILLING LEE#7	4002614279-8-24	35.13	0.00	35.13		
			AUGUST 2024 BILLING MERC SHOP	4019224409-8-24	39.37	0.00	39.37		
			** PAYMENT TOTAL **	13	445.22	0.00	445.22	09/04/24	124955
100257		2500	CAPITAL ONE						

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Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			Fire Eq - Misc Supplies	00002960	53.89	0.00	53.89		
			REC-BANANAS	0005713	6.03	0.00	6.03		
			coffee at complex breakroom	003065	166.00	0.00	166.00		
			vending machine pop-library	003497	92.47	0.00	92.47		
			Fire Eq - Misc Supplies	00435	16.48	0.00	16.48		
			program supplies	004646	83.37	0.00	83.37		
			PARKS-GLOVES	008536	76.72	0.00	76.72		
			program supplies	00878	6.00	0.00	6.00		
			Fire Eq - Misc Supplies	03220	92.87	0.00	92.87		
			MW-MiniGermX/ZipLockIceBag	03304	48.66	0.00	48.66		
			AIRPORT- BOARD MEETING SNACKS	03305	21.78	0.00	21.78		
			Fire Eq - Misc Supplies	04783	4.42	0.00	4.42		
			** PAYMENT TOTAL **		668.69	0.00	668.69	09/04/24	124955
100258		2521	EATON SALES & SERVICES LLC						
			EQMAINT- DOWN PAYMENT VREEDER R	0177162-IN	4,315.15	0.00	4,315.15		
			** PAYMENT TOTAL **		4,315.15	0.00	4,315.15	09/04/24	124955
100259		2669	BIG R PROPERTIES LLC						
			PARKS-HITCH PIN	141257	7.98	0.00	7.98		
			COM BLDG QUICK LINK WIDE JAW	141267	11.99	0.00	11.99		
			DOG PARK-PVC/ELBOW/ADAPTER	141275	34.72	0.00	34.72		
			RETURN COUPLING DOG PARK	141281	10.99	0.00	10.99		
			PARKS-STEEL LEAP RAKE	141282	75.98	0.00	75.98		
			EQMAINT- TWINLINE HOSE/ U BOLT	141296	17.94	0.00	17.94		
			EQMAINT- TWINLINE HOSE/ U BOLT	141301	55.99	0.00	55.99		
			PARKS-SHEAR ATTACHMENT /RAKE	141312	150.94	0.00	150.94		
			PD SHELTER SUPPLIES	141318	26.97	0.00	26.97		
			** PAYMENT TOTAL **		371.52	0.00	371.52	09/04/24	124955
100260		2727	HD SUPPLY						
			paper goods for CRC	819014010	59.29	0.00	59.29		
			paper goods for complex, CRC,	820280981	362.72	0.00	362.72		
			shampoo tools for CRC	821523313	363.49	0.00	363.49		
			** PAYMENT TOTAL **		785.50	0.00	785.50	09/04/24	124955
100261		2748	PRAIRIE GLASS COMPANY INC						
			EQMAINT- GRANITE SERIES COMEST	22316	319.56	0.00	319.56		
			** PAYMENT TOTAL **		319.56	0.00	319.56	09/04/24	124955
100262		2772	CANON FINANCIAL SERVICES INC						
			PWKS- HICKORY/2ND ST COPIER CO	34505638	345.68	0.00	345.68		
			PWKS- HICKORY/2ND ST COPIER CO	34505641	76.76	0.00	76.76		
			COPIER-REC	34505642	287.58	0.00	287.58		
			Monthly Bill for Canon	34506508	109.81	0.00	109.81		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100263		2812	** PAYMENT TOTAL ** COLO DEPT OF PUBLIC HEALTH Wastewater- WWP Permit 24-25' WU251171191	4	819.83	0.00	819.83	09/04/24	124955
100264		2821	** PAYMENT TOTAL ** CHARTER COMMUNICATIONS 2024 TV SERVICES AT COM BLDG	1	3,867.00	0.00	3,867.00	09/04/24	124955
100265		2828	** PAYMENT TOTAL ** VERIZON WIRELESS LLC AUGUST 2024 BILLING NITE HAWK	1	35.30	0.00	35.30	09/04/24	124955
100266		2900	** PAYMENT TOTAL ** AT&T MOBILITY LLC AUGUST 2024 BILLING POLICE	1	40.09	0.00	40.09	09/04/24	124955
			AUGUST 2024 BILLING		1,138.83	0.00	1,138.83		
			AUGUST 2024 BILLING		1,274.88	0.00	1,274.88		
			AUGUST 2024 BILLING		1,274.88	0.00	1,274.88		
			AUGUST 2024 BILLING		1,274.88	0.00	1,274.88		
			AUGUST 2024 BILLING		1,274.88	0.00	1,274.88		
			AUGUST 2024 BILLING		782.56	0.00	782.56		
			AUGUST 2024 BILLING		486.27	0.00	486.27		
			AUGUST 2024 BILLING		486.27	0.00	486.27		
			AUGUST 2024 BILLING		280.28	0.00	280.28		
			** PAYMENT TOTAL **	10	3,962.82	0.00	3,962.82	09/04/24	124955
100267		2916	NEWMAN SIGNS INC STREET- 28" CONES		985.80	0.00	985.80		
			Water/WW- Orange Cones		985.80	0.00	985.80		
			EQMAINT- SIGNS		1,549.26	0.00	1,549.26		
			** PAYMENT TOTAL **	3	3,520.86	0.00	3,520.86	09/04/24	124955
100268		2945	FITNEY BOWES INC 2024 POSTAGE METER RENTAL		769.98	0.00	769.98		
			** PAYMENT TOTAL **	1	769.98	0.00	769.98	09/04/24	124955
100269		2948	CORPORATE BILLING LLC EQMAINT- RADIATOR/ SWITCH		1,303.98	0.00	1,303.98		
			EQMAINT- SWITCH/WIPER MOTOR		190.20	0.00	190.20		
			EQMAINT- SWITCH/WIPER MOTOR		209.99	0.00	209.99		
			** PAYMENT TOTAL **	3	1,704.17	0.00	1,704.17	09/04/24	124955
100270		2995	WEATHERCRAFT COMPANIES repairs on roof at rec buildin		892.00	0.00	892.00		
			** PAYMENT TOTAL **	1	892.00	0.00	892.00	09/04/24	124955
100271		3127	IRE ENTERPRISES LLC 2024 LEASE- AIRPT FUEL TRUCK	8	795.49	0.00	795.49		

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Batch Number
100272		3178	** PAYMENT TOTAL ** AIRCRAFT SPRUCE & SPECIALTY CO AIRPORT- RIVERT/GREASE/STABILA AIRPORT- RIVERT/GREASE/STABILA AIRPORT- SPRAYER/PLEX WAX AIRPORT- RIVERT/GREASE/STABILA AIRPORT- SPRAYER/PLEX WAX ** PAYMENT TOTAL **	1 3266986 4613757 5661857 7183266 7186630	795.49 162.46 11.20 71.84 316.85 108.06 670.41	0.00 0.00 0.00 0.00 0.00 0.00 0.00	795.49 162.46 11.20 71.84 316.85 108.06 670.41	124955
100273		3246	SNAP ON CREDIT LIC EQMAINT- SOLUS EDGE AUGUST ** PAYMENT TOTAL **	1 AUG-2024	45.75 45.75	0.00 0.00	45.75 45.75	124955
100274		3278	ROCKY MOUNTAIN AIR SOLUTIONS CHEMICAL-POOL CHEMICAL-POOL ** PAYMENT TOTAL **	2 30543750 30545658	314.53 111.79 426.32	0.00 0.00 0.00	314.53 111.79 426.32	124955
100275		3305	CENTURYLINK E911-2024 CIVIL DEFENSE E911-2024 CIVIL DEFENSE AUGUST 2024 BILLING RINGDOWN E911 - 2023 PROMERS COM CENTER AUGUST 2024 BILLING RINGDOWN AUGUST 2024 BILLING FITSTOP W/C PHONE SERVICE 2024 AUGUST 2024 BILLING MAIN AUGUST 2024 BILLING MAIN AUGUST 2024 BILLING MAIN AUGUST 2024 BILLING MAIN AUGUST 2024 BILLING MAIN AUGUST 2024 BILLING MAIN E911-Eca MIS SESSION#507497967 ** PAYMENT TOTAL **	2 300426135-8-24 300426136-8-24 300426145-8-24 300426149-8-24 300426150-8-24 300426154-8-24 300777088-8-24 409283314-8-24 409283314-8-24 409283314-8-24 409283314-8-24 409283314-8-24 409283314-8-24 409283314-8-24 507497967-8-24	212.90 85.16 85.16 88.48 85.16 136.46 164.67 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 377.40 4,266.13	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	212.90 85.16 85.16 88.48 85.16 136.46 164.67 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 3,030.74 377.40 4,266.13	14
100276		3355	AMAZON CAPITAL SERVICES INC PD ADOPTION SUPPLIES/SHELTER Fire Eq - Batteries Fire Eq - Batteries WA/WW- InkStamp/SanitizBottles carrycase-library PD DUTY GEAR AIRPORT- DECK GAUGE WHEEL KIT PD PET GRANT SUPPLIES	14 11CR-GWRR-MCT3 11D6-3VN3-11PP 13NC-Q4HW-XQLJ 161V-77QD-KQTD 16CQ-J9V7-MN7K 193V-X6YH-CGNF 1CC9-RR3M-M7D6 1CFY-P4HJ-QTDL	1,960.20 234.00 303.79 32.08 42.16 237.77 41.99 256.23	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,960.20 234.00 303.79 32.08 42.16 237.77 41.99 256.23	124955

Batch: 0 Period: 09/04/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			Wire Strippers for Network	1CVL-971W-PKHF	27.90	0.00	27.90	
			book and craft	1D6J-LG4F-T16M	36.26	0.00	36.26	
			PD REPLACEMENT CLIPS	1GKM-FKLP-DHQM	64.35	0.00	64.35	
			WR/WW- InkStamp/SanitizBottles	1HH3-FM4C-LRY9	24.93	0.00	24.93	
			flakes for floor at animal she	1K76-FROM-C743	32.99	0.00	32.99	
			dvd	1KRC-W444-937T	19.96	0.00	19.96	
			Color paper for Council Packet	1M4Q-GM4M-7RL9	15.25	0.00	15.25	
			Fire Eq - Batteries	1N9G-QDVQ-W43J	303.79	0.00	303.79	
			velcro	1XFV-C9NM-HCNN	9.99	0.00	9.99	
			PD POLICE BODY CAMERAS	1YGK-FRYD-4JHP	373.96	0.00	373.96	
100277		3397	** PAYMENT TOTAL **	18	4,017.60	0.00	4,017.60	09/04/24 124955
			HELTON & WILLIAMS PC INC	3515	1,984.15	0.00	1,984.15	
			Water/WW-Engineers July2024	3516	1,460.05	0.00	1,460.05	
			Water/WW-Engineers July2024		3,444.20	0.00	3,444.20	09/04/24 124955
			** PAYMENT TOTAL **	2				
100278		3478	SHRED AMERICA COLORADO		28.00	0.00	28.00	
			Amb Op - Shredding	CO89106	28.00	0.00	28.00	
			Fire Op - Shredding Fee	CO91316	28.00	0.00	28.00	
			** PAYMENT TOTAL **	2	56.00	0.00	56.00	09/04/24 124955
100279		3509	AJ PEST CONTROL & FUMIGATION		350.00	0.00	350.00	
			spraying for bugs-complex	3414	300.00	0.00	300.00	
			spraying for bugs-com bldg	3415	100.00	0.00	100.00	
			spraying for bugs-hickory bldg	3416	100.00	0.00	100.00	
			spraying for bugs-welcome cent	3417	100.00	0.00	100.00	
			spraying for bugs-fire #2	3418	100.00	0.00	100.00	
			spraying for bugs-eng bldg	3419	100.00	0.00	100.00	
			spraying for bugs-crc	3420	225.00	0.00	225.00	
			spraying for bugs-public works	3421	100.00	0.00	100.00	
			spray for bugs at airport	3422	175.00	0.00	175.00	
			spraying for bugs-animal sheit	3423	100.00	0.00	100.00	
			** PAYMENT TOTAL **	10	1,650.00	0.00	1,650.00	09/04/24 124955
100280		3516	QUIZNO'S SUBS		109.00	0.00	109.00	
			LUNCH TRAYS REC ADVISORY BD	349781	109.00	0.00	109.00	09/04/24 124955
			** PAYMENT TOTAL **	1				
100281		3558	ALL AMERICAN SPORTS CENTER		1,778.20	0.00	1,778.20	
			YOUTH FOOTBALLS	AAF007965-AP02	1,778.20	0.00	1,778.20	09/04/24 124955
			** PAYMENT TOTAL **	1				
100282		3589	ARTIFICE SECURITY LLC		10,880.00	0.00	10,880.00	
			Int/Ext Network Pen Test	61442	10,880.00	0.00	10,880.00	09/04/24 124955
			** PAYMENT TOTAL **	1				

City of Lamar
Payment Register Print

Batch: 0 Period: 09/04/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100283		3593	AGSOURCE COOPERATIVE SERVICES						
			ESCONDIDO PARK SOIL SAMPLES	PS-INV356374	266.22	0.00	266.22	09/04/24	124955
			** PAYMENT TOTAL **		266.22	0.00	266.22		
100284		3596	ARROLAST						
			ARCHERY RANGE-GRANT	526	18,885.00	0.00	18,885.00		
			** PAYMENT TOTAL **		18,885.00	0.00	18,885.00	09/04/24	124955
100285		3672	TRI-STATE FIREWORKS INC						
			Fireworks Held in Custody	1744	15,000.00	0.00	15,000.00		
			** PAYMENT TOTAL **		15,000.00	0.00	15,000.00	09/04/24	124955
100286		4116	L N CURTIS & SONS						
			Capitol - Fire Gear	INV859088	86,165.83	0.00	86,165.83		
			Fire Eq - Str Boots	INV860311	577.59	0.00	577.59		
			** PAYMENT TOTAL **		86,743.42	0.00	86,743.42	09/04/24	124955
100287		4398	SECOM						
			SEPT 2024 INTERNET BILLING	1155-SEPT-2024	883.72	0.00	105.16		
			SEPT 2024 INTERNET BILLING	1155-SEPT-2024	883.72	0.00	778.56		
			E911-2024 INTERNET SERVICES	1179-E911-9-2024	180.16	0.00	180.16		
			** PAYMENT TOTAL **		1,063.88	0.00	1,063.88	09/04/24	124955
100288		6256	BECKS EQUIPMENT SOLUTIONS						
			EOMAIN- SHOP LIFT INSPECTION	INV-2023	560.00	0.00	560.00		
			** PAYMENT TOTAL **		560.00	0.00	560.00	09/04/24	124955

BANK TOTALS PAYMENTS: 92 VOIDS: 0

498,316.01

Agenda Item No. 1

Council Date: 09/09/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

INITIATOR: Kristin Schwartz, City Treasurer CITY ADMINISTRATOR'S REVIEW: R.C.E.

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. 2024 Grant Tracking Information Sheet
2. Grants Update
3. Misc.

RECOMMENDATION: None necessary

	A	B	C	D	E	F	G	H
	City of Lamar - GRANTS	Total Project Cost	Grant Amount	Beginning Date	End Date			FEDERAL
1								
2								
3								
4	Water/Wastewater							
5	USDA	\$60,000.00	\$0.00			Design and environmental clearance WWTP	Denied	X
6	CDPHE Water Quality Control	\$70,000.00	\$63,000.00			Service Line Inventory Potholing Grant	Awarded	
7	Congressional Directed Spending	\$1,800,000.00	\$1,800,000.00			WWTP - Design and Engineering	Awarded	X
8	DOLA Tier 2	\$688,000.00	\$688,000.00			WWTP - Design & Engineering	Awarded	
9		\$2,618,000.00	\$2,551,000.00					
10								
11	General Fund							
12	DOLA	\$11,000.00	\$11,000.00	7/17/2020	6/30/2025	Lamar Scholarship	Ongoing	
13	DOLA	\$50,000.00	\$50,000.00	9/9/2020	6/30/2025	Lamar Mini-Grant - Main Street Program	Ongoing	
14	CDOT - Revitalizing Main Street Grant	\$44,500.00	\$44,500.00	2020	12/31/2023	Pocket Park and LOOP upgrades	Complete	
15	CDOT - Revitalizing Main Street Grant	\$125,000.00	\$125,000.00			West side sidewalk	Awarded 11/6/2023	
16	CDOT-Revitalizing Main Street Grant	\$100,000.00	\$100,000.00	12/14/2022	11/30/2023	East Side Sidewalk	Complete	
17	EPA	\$500,000.00	\$500,000.00	10/1/2022	10/1/2026	Brownfield Assessment Grant	In Progress	X
18	Colorado Pet Overpopulation grant	\$13,400.00	\$13,400.00	Annual	Annual	Animal Shelter - Vet expenses	Ongoing	
19	Animal Assistance Foundation	\$15,000.00	\$15,000.00	Annual	Annual	Animal Shelter - Salary and Supplies	Ongoing	
20	POST - Colorado Department of Law	\$7,704.40	\$7,704.40	Annual	Annual	Training/Firearms expense	Ongoing	
21	VALE - 15th Judicial District	\$13,850.00	\$13,850.00	Annual	Annual	To offset Court expenses and salaries.	Ongoing	
22	CDOT-TAP	\$3,105,112.00	\$1,948,752.00	7/1/2023		Sidewalk improvement	Awarded, waiting on contract	
23	Colorado Parks and Wildlife	\$34,763.00	\$25,000.00	2023		Archery Range	Awarded, waiting on contract	
24	LAVAAA	\$25,589.00	\$25,589.00	7/1/2023	6/30/2024	Senior Center	Ended June 30, 2024	
25	LAVAAA	\$25,589.00	\$25,589.00	7/1/2024	6/30/2025	Senior Center	Awarded	
26	Colorado Division Of Criminal Justice	\$36,600.00	\$36,600.00	1/1/2023	6/30/2024	Safer Streets Grants	Complete	
27	DOLA	\$300,000.00	\$150,000.00	2/2/2023	3/25/2025	Comprehensive Plan	In Progress	
28	GOCO	\$235,965.00	\$155,000.00	Awarded		Recreation Master Plan	Awarded 3/15/24, waiting on contract	
29	Colorado Department of Education	\$5,986.00	\$5,986.00	7/1/2023	6/30/2024	To offset Library expenses	In Progress	
30	Fishing Is Fun CPW	\$160,000.00	\$120,000.00	Awarded		ADA Dock at Nort Gateway Pond East	Awarded, waiting on contract	
31	Robert Hoag Rawlings Foundation	\$25,000.00	\$10,000.00	Awarded		Leagues and Programs	In progress	
32	FEMA-Firefighters Assistance	\$60,000.00	\$57,142.86	Applied		Radios - Fire Department	Submitted	X
33	SECOG	\$16,273.00	\$5,000.00	Awarded		Dog Park	In progress	
34		\$4,650,058.40	\$3,445,113.26					
35								
36								
37	AIRPORT							
38	CDOT Aeronautics	\$388,889.00	\$350,000.00	10/31/2022	6/30/2026	Reconstruct Taxiway A (design)	Complete	
39	CDOT Aeronautics	\$222,223.00	\$200,000.00	8/26/2023	12/6/2023	Crossway Runway Pavement Maintenance	Complete	
40	FAA	\$27,778.00	\$25,000.00		6/30/2024	Self Serve Fueling Station at Airport	Complete	X
41	CDOT Aeronautics	\$37,200.00	\$37,200.00	8/31/2023	9/26/2023	Airport Surplus Auction Equipment	Complete	
42	FAA FY24 Entitlements	\$630,000.00	\$600,000.00	1/1/2024		Reconstruct Taxiway A, A2 and A3	2024 Entitlements	X
43	CDOT AERONAUTICS- 15436	\$420,336.00	\$390,336.00	1/1/2024		Reconstruct Taxiway A, A2 and A3		

	A	B	C	D	E	F	G	H
44	FAA AIP 025	\$2,302,633.00	\$2,272,633.00			Reconstruct Taxiway A, A2 and A3		
45	BIL 22,23 & 24 Funds	\$478,000.00	\$448,000.00	1/1/2024		Reconstruct Taxiway A, A2 and A3	2024 Entitlements	X
46		\$4,507,059.00	\$4,323,169.00					
47								
48	TOTAL	\$11,775,117.40	\$9,738,037.76					

Agenda Item No. 2

Council Date: 9/9/2024

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk *lwf*

DATE: September 9, 2024

Please find listed below items to be covered in the City Clerk's report.

1. Sales and Use Tax Report
2. Miscellaneous

Thank you and please do not hesitate to contact me should you have any questions or comments regarding this information.

Thank you.

REVENUE REPORT - AUGUST 2024

MONTHLY

JULY SALES & USE TAX COLLECTED IN AUGUST 2024

	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$409,010.09	\$377,909.29	\$31,100.80	8.23%
USE TAX COLLECTED	\$35,142.49	\$37,185.93	-\$2,043.44	-5.50%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$2,532.85	\$1,258.15	\$1,274.70	101.32%
TOTAL SALES / USE TAX COLLECTIONS	\$446,685.43	\$416,353.37	\$30,332.06	7.29%
VENDOR'S COMMISSION	\$12,143.02	\$11,673.68		

YEAR TO DATE

SALES & USE TAX COLLECTED JANUARY - AUGUST 2024

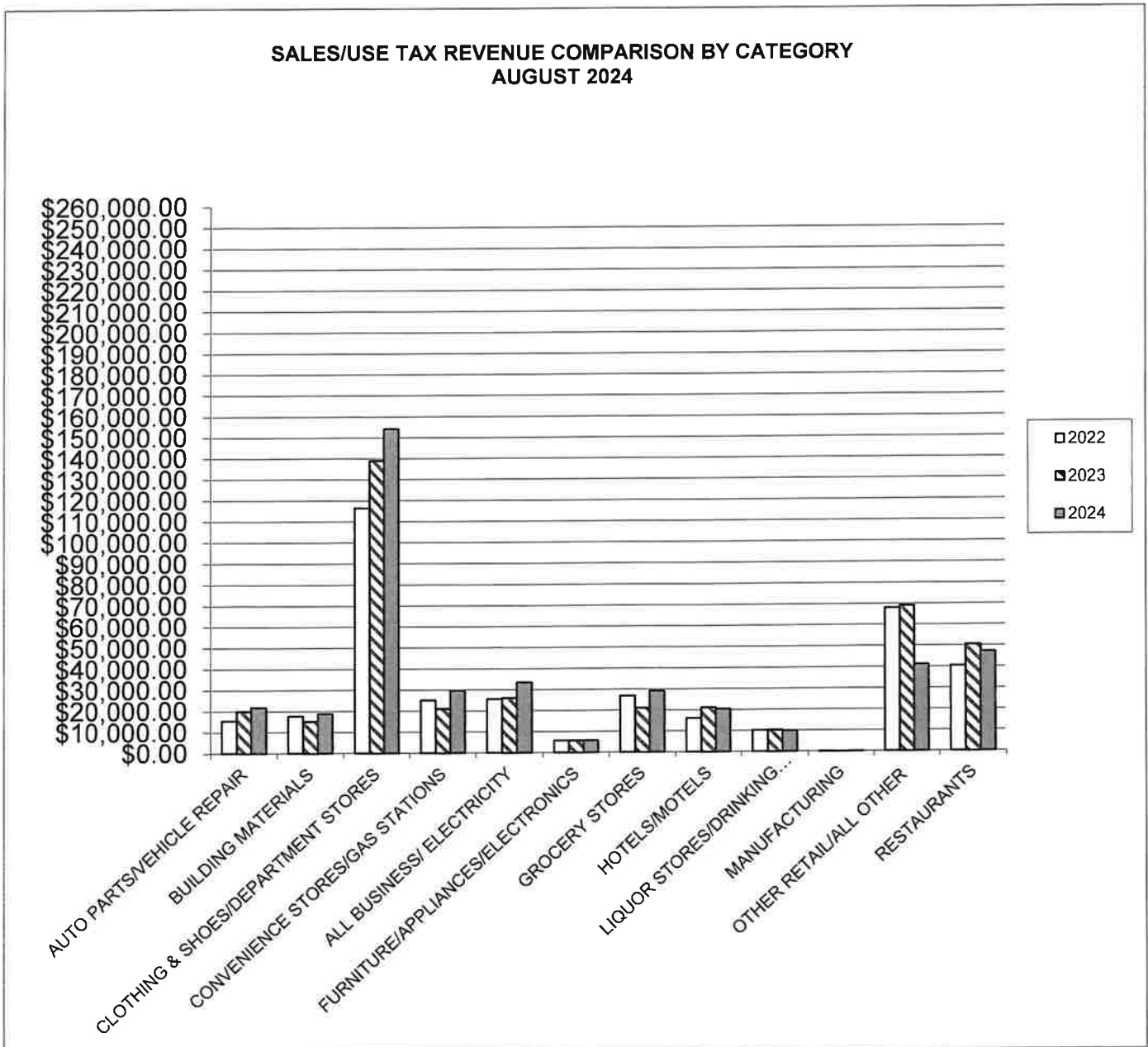
	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$3,441,424.17	\$3,150,313.41	\$291,110.76	9.24%
USE TAX COLLECTED	\$284,968.56	\$295,438.77	-\$10,470.21	-3.54%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$25,805.23	\$24,423.13	\$1,382.10	5.66%
TOTAL SALES / USE TAX COLLECTIONS	\$3,752,197.96	\$3,470,175.31	\$282,022.65	8.13%
VENDOR'S COMMISSION	\$97,957.00	\$100,812.98		

NOTE: Vendor's commissions are included for information only. Vendors commissions are not collected, therefore; they are not considered revenue. Vendor's commissions are 3.33% of sales tax collected and are deducted by the taxpayer from returns that are filed timely.



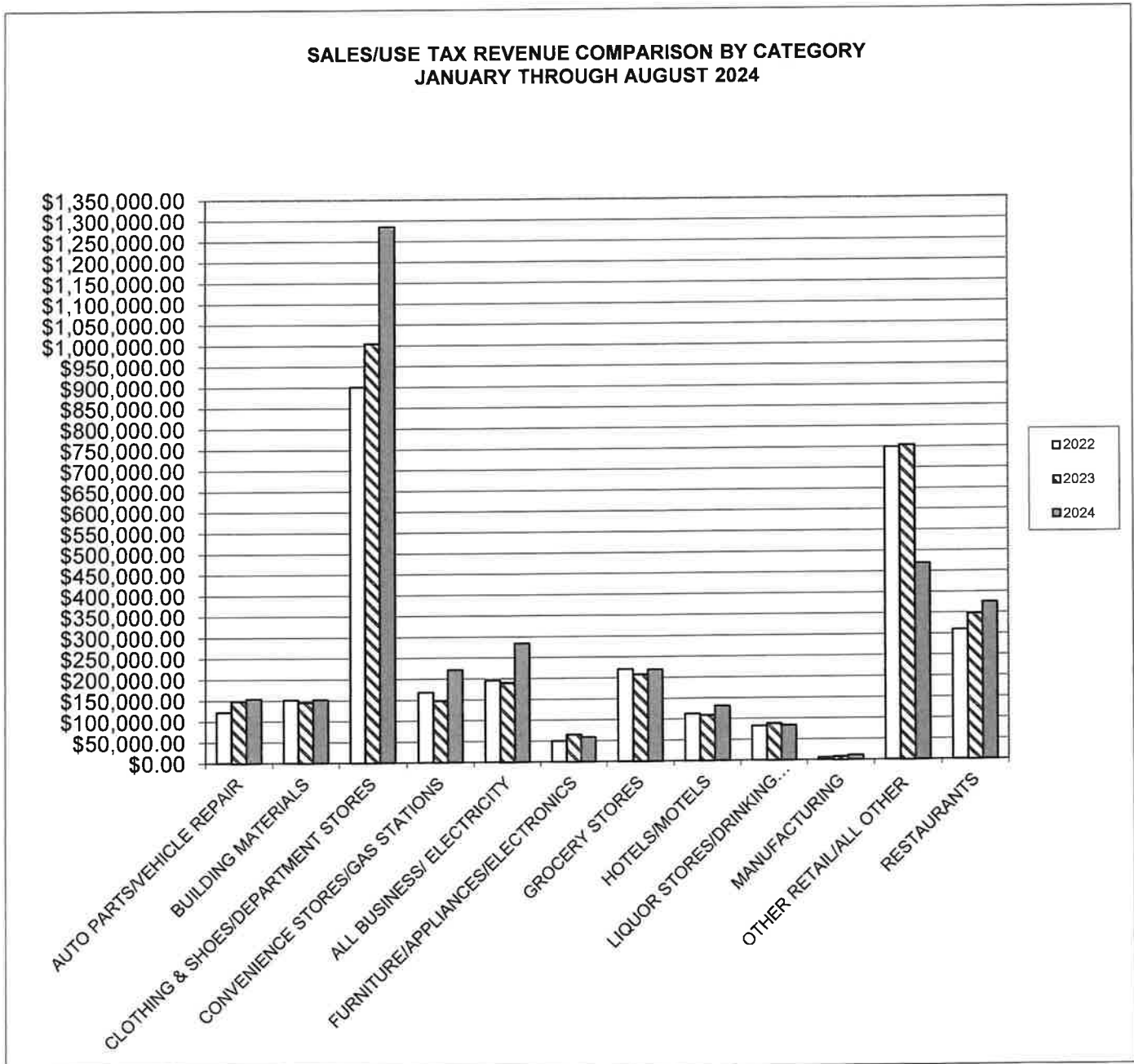
SALES/USE TAX REVENUE COMPARISON BY CATEGORY
SALES & USE TAX COLLECTED IN AUGUST 2024

	2022	2023	2024
AUTO PARTS/VEHICLE REPAIR	\$15,491.51	\$20,003.50	\$21,741.26
BUILDING MATERIALS	\$17,686.84	\$15,217.51	\$18,910.21
CLOTHING & SHOES/DEPARTMENT STORES	\$116,414.37	\$138,943.01	\$154,136.15
CONVENIENCE STORES/GAS STATIONS	\$25,097.28	\$21,066.74	\$29,590.61
ALL BUSINESS/ ELECTRICITY	\$25,546.73	\$26,114.69	\$33,390.93
FURNITURE/APPLIANCES/ELECTRONICS	\$5,703.12	\$5,686.64	\$5,693.49
GROCERY STORES	\$26,826.55	\$20,955.75	\$29,076.66
HOTELS/MOTELS	\$16,124.61	\$21,098.36	\$20,433.48
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$10,099.00	\$10,335.00	\$9,911.00
MANUFACTURING	\$85.81	\$27.00	\$34.94
OTHER RETAIL/ALL OTHER	\$67,998.93	\$69,086.03	\$41,050.62
RESTAURANTS	\$40,402.22	\$50,516.66	\$47,187.52



SALES/USE TAX REVENUE COMPARISON BY CATEGORY
SALES & USE TAX COLLECTED JANUARY THROUGH AUGUST 2024

	2022	2023	2024
AUTO PARTS/VEHICLE REPAIR	\$122,210.65	\$148,719.53	\$153,711.61
BUILDING MATERIALS	\$151,613.78	\$145,347.89	\$151,519.48
CLOTHING & SHOES/DEPARTMENT STORES	\$901,451.32	\$1,004,742.87	\$1,285,280.39
CONVENIENCE STORES/GAS STATIONS	\$167,830.55	\$147,739.69	\$221,538.06
ALL BUSINESS/ ELECTRICITY	\$195,767.85	\$189,761.37	\$283,921.00
FURNITURE/APPLIANCES/ELECTRONICS	\$49,595.82	\$65,076.77	\$58,803.40
GROCERY STORES	\$220,958.15	\$208,480.60	\$219,435.41
HOTELS/MOTELS	\$112,828.32	\$109,174.58	\$130,830.64
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$82,448.00	\$87,954.00	\$84,019.00
MANUFACTURING	\$5,923.60	\$7,745.24	\$11,145.93
OTHER RETAIL/ALL OTHER	\$749,192.78	\$754,322.60	\$469,370.42
RESTAURANTS	\$309,968.05	\$348,015.66	\$375,073.66



CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

RF

DATE: September 9, 2024

1. Coffee with Rob: September 18 – McDonald's
September 25 – Pit Stop
2. Projects Update
3. Miscellaneous

Agenda Item No. 1

Council Date: 09/09/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Oath of Office for New Police Officer- Steve Sanger

INITIATOR: Police Chief CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Perform Oath of Office

STAFF INFORMATION SOURCE: Al Fear-Police Chief

BACKGROUND: Steve Sanger is joining the Lamar Police Department as a returning experienced police officer. He has joined the police department effective Tuesday, September 3, 2024. He will be doing his field officer training for the 1st week where he will be supervised at all times by a certified Field Training Officer. We would like to take a few minutes to perform the oath of office for our newest addition to the Lamar Police Department, Officer Steve Sanger.

RECOMMENDATION: Perform the Oath of Office for Officer Steve Sanger & allow Mayor to sign

LAMAR POLICE DEPARTMENT

OATH OF OFFICE



I, Steve Sanger, DO SOLEMNLY SWEAR TO UPHOLD THE CONSTITUTION OF THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO; I WILL FAITHFULLY AND IMPARTIALLY ENFORCE THE LAWS OF THE STATE OF COLORADO AND THE ORDINANCES OF THE CITY OF LAMAR; AND DO FURTHER SWEAR TO DISCHARGE THE DUTIES OF A POLICE OFFICER FOR THE CITY OF LAMAR, COLORADO TO THE BEST OF MY SKILL AND ABILITY. SO HELP ME GOD.

Administered and signed this 2nd day of September, 2024

Member's Signature

Oath administered by:

Mayor

Chief of Police

LAMAR POLICE DEPARTMENT

LAW ENFORCEMENT CODE OF ETHICS

As a Law Enforcement Officer, my fundamental duty is to serve mankind, to safeguard lives and property, to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional Rights of all people to liberty, equality and justice.

I will keep my private life unsullied as an example to all, maintain courageous calm in the face of danger, scorn, or ridicule, develop self-restraint, and be constantly mindful of the welfare of others. I will be honest in thought and deed in both my personal and official life. I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, while never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.

Signed this 26th day of August, 2024.

Member's Signature

Steve Sanger
Member's Printed Name

Witnessed by: _____

LAMAR POLICE DEPARTMENT

CANONS OF POLICE ETHICS

ARTICLE I

PRIMARY RESPONSIBILITY OF JOB

The primary responsibility of the police service, and of the individual officer, is the protection of the people of the United States through the upholding of their laws. Chief among these laws is the constitution of the United States and its amendments. The law enforcement officer always represents the whole of the community and its legally expressed will and is never the arm of any political or clique.

ARTICLE II

LIMITATIONS OF AUTHORITY

The first duty of a law enforcement officer, as upholder of the law, is to know its bounds upon him in enforcing it. Because he represents the legal will of the community, be it local, state, or federal, he/she must be aware of the limitations and proscriptions which the people, through law, have placed upon him/her. He/she must recognize the genius of the American system of government, and he/she must insure that he/she, as prime defender of that system, does not pervert its character.

ARTICLE III

DUTY TO BE FAMILIAR WITH THE LAW AND WITH RESPONSIBILITIES OF SELF AND OTHER PUBLIC OFFICIALS

The law enforcement officer shall assiduously apply him/herself to the study of the principles of the laws, which he/she is sworn to uphold. He/she will make certain of his/her responsibilities in the particulars of their enforcement, seeking aid from his/her superiors in matters of technicality or principle when these are not clear to him/her, he/she will make special efforts to fully understand his/her relationship to other public officials, including other law enforcement agencies, particularly on matters of jurisdiction, both geographically, and substantively.

ARTICLE IV

UTILIZATION OF PROPER MEANS TO GAIN PROPER ENDS

The law enforcement officer shall be mindful of his/her responsibility to pay strict heed to the selection of means in discharging the duties of his/her office. Violations of law or disregard for public safety and property on the part of the officer are intrinsically wrong. Violations of the law are self-defeating in that they instill in the public mind a like disposition. The employment of illegal means, no matter how worthy the end, is certain to encourage disrespect for the law and its officers. If the law is to be honored it must first be honored by those who enforce it.

ARTICLE V

COOPERATION WITH PUBLIC OFFICIALS IN THE DISCHARGE OF THEIR AUTHORIZED DUTIES

The law enforcement officer shall cooperate fully with other public officials in the discharge of authorized duties, regardless of party affiliation or personal prejudice. He/she shall be meticulous however, in assuring him/herself of the propriety, under law, of such actions and shall guard against the use of his/her office or person, whether knowingly or unknowingly, in any improper or illegal action. In any situation open to question, he/she shall seek authority from his/her superior officer, giving him/her a full report of the proposed service or action.

ARTICLE VI

PRIVATE CONDUCT

The law enforcement officer shall be mindful of his/her special identification by the public as an upholder of the law. Laxity of conduct or manner in private life, expressing either disrespect for the law or seeking to gain special privilege, cannot but reflect upon the police officer and the police service. The community and the service require that the law enforcement officer lead the life of a decent and honorable person. Following the career of a police officer gives no person special requisites. It does give the satisfaction and pride of following and furthering an unbroken tradition of safeguarding the American Republic. The officer who reflects upon this tradition will not degrade it. Rather, he/she will so conduct his/her private life that the public will regard him/her as an example of stability, fidelity and morality.

ARTICLE VII

CONDUCT TOWARD THE PUBLIC

The law enforcement officer, mindful of his/her responsibility to the whole community, shall deal with individuals of the community in a manner calculated to instill respect for its laws and its police service. The law enforcement officer shall conduct his/her official life in a manner such as will inspire confidence and trust. Thus, he/she will be neither over-bearing nor subservient, as no individual citizen has an obligation to stand in awe of him/her nor a right to command him/her. The officer will give service where he/she can, and require compliance with the law. He/she will do neither from personal preference or prejudice, but rather as a duly appointed officer of the law discharging his/her sworn obligation.

ARTICLE VIII

CONDUCT IN ARRESTING AND DEALING WITH LAW VIOLATORS

The law enforcement officer shall use his powers of arrest strictly in accordance with the law and with due regard to the rights of the citizen concerned. His/her office gives no right to prosecute the violator or to mete out punishment for the offense. He/she shall, at all times, have a clear appreciation of his/her responsibilities and limitations regarding detention of the violator. He/she shall conduct him/herself in such a manner as will minimize the possibility of having to use force. To this end, he/she shall cultivate a dedication to the service of the people and the equitable upholding of their laws in the handling of law violators or in dealing with the law-abiding.

ARTICLE IX

GIFTS AND FAVORS

The law enforcement officer, representing government, bears the heavy responsibility of maintaining, in his/her own conduct, the honor and integrity of all government institutions. He/she shall, therefore, guard against placing him/herself in a position in which any person can expect special consideration or in which the public can reasonably assume that special consideration is being given. Thus, he/she should be firm in refusing gifts, favors, or gratuities, large or small, which can, in the public mind, be interpreted as capable of influencing his/her judgment in the discharge of his/her duties.

ARTICLE X

PRESENTATION OF EVIDENCE

The law enforcement officer shall take special pains to increase his/her perception and skill of observation, mindful that in many situations his/hers is the sole impartial testimony to the facts of a case.

The law enforcement officer shall be concerned equally in the prosecution of the violator and the defense of the innocent. He/she shall ascertain what constitutes evidence and shall present such evidence impartially and without malice. In so doing, he/she will ignore social, political and all other distinctions among the persons involved, strengthening the tradition of the reliability and the integrity of an officer's word.

ARTICLE XI

ATTITUDE TOWARD PROFESSION

The law enforcement officer shall regard the discharge of his/her duties as a public trust and recognize his/her responsibility as a public servant. By diligent study and sincere attention to self-improvement, he/she shall strive to make the best possible application of science to the solution of crime and, in the field of human relationships, strive for effective leadership and public influence in matters affecting public safety. He/she shall appreciate the importance and responsibility of his/her office, hold police work to be an honorable profession rendering valuable service to his/her community and to his/her country.

Signed this 2nd day of September, 2024.

Member's Signature

Steve Sanger

Printed Name

Witnessed by: _____

Agenda Item No. 2

Council Date: 09/09/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider 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: RCE

ACTION PROPOSED: Discussion and Amend Resolution 17-12-03

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: Amend Resolution 17-12-03

↓

RESOLUTION NO. 17-12-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMAR, COLORADO AUTHORIZING THE PAYMENT OF \$350,000 PER YEAR FROM THE CITY'S GENERAL FUND TO THE LAMAR UTILITIES BOARD FOR THE PURPOSE OF REDUCING ELECTRIC UTILITY RATES PAID BY LAMAR LIGHT & POWER CUSTOMERS.

WHEREAS, in November, 2017 the City Council of the City of Lamar, Colorado approved a Settlement Agreement that concluded its litigation against the Arkansas River Power Authority (ARPA); and

WHEREAS, under the terms of that Settlement Agreement the City of Lamar will receive a payment from ARPA of three hundred fifty thousand and no hundredths dollars \$350,000.00 annually for the next twenty-six (26) years; and

WHEREAS, the Lamar City Council desires that the full amount of three hundred fifty thousand dollars (\$350,000) be used to reduce the electric utility rates paid by the customers of Lamar Light & Power;

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

that, the Council authorizes the Lamar City Treasurer to transfer to Lamar Light & Power three hundred fifty thousand and no hundredths dollars (\$350,000.00) on December 1st, or as soon thereafter as is practicable to do so, of each year for the next 26 years contingent upon the City's annual receipt of payments from the Arkansas River Power Authority; and

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

this annual payment is authorized on the express condition that the Lamar Utilities Board takes whatever action is necessary to ensure that the full three hundred fifty thousand and no hundredths dollars (\$350,000) is used to reduce the rate its customers are charged for electricity.


INTRODUCED, PASSED, AND ADOPTED this 27th day of December, 2017.

City Council of the City of Lamar, Colorado



Roger Stagner, Mayor





Linda Williams, City Clerk

Agenda Item No. 3

Council Date: 09/09/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

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

INITIATOR: Kristin Schwartz, Robert Evans, Tess Camp

CITY ADMINISTRATOR'S

REVIEW: RTE

ACTION PROPOSED: Approve grant contract with Lower Arkansas Valley Area Agency on Aging for Lamar Community Resource Center and Senior Center Operations

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans

BACKGROUND:

The City of Lamar applied for a grant from the Lower Arkansas Valley Area Agency on Aging (LAVAAA) to assist in operating the Lamar Community Resource and Senior Center. The City was awarded a grant in the amount of \$25,589.00 that requires a 10% match from the City in the amount of \$2,844. The grant is for State Fiscal Year 25 which covers July 1, 2024 to June 30, 2025.

RECOMMENDATION: Approve contract with LAVAAA and allow the Mayor to sign the grant contract and required attachments.



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**Lower Arkansas Valley
Area Agency on Aging**

13 W 3rd Street, Rm 110
La Junta, CO 81050
Phone: 719-383-3166
Toll Free: 800-438-3762
FAX: 719-383-4607

August 1, 2024

City of Lamar
Robert Evans and Kristin Schwartz
102 E Parmenter St
Lamar, CO 81052

Mr. Evans and Ms. Schwartz:

Attached is a copy of the SFY 2025 contract/s for Older Americans Act (OAA) funding to support senior center operations services in Prowers County.

The SFY 2025 allocation is based on a contract received by this agency from the Colorado Department of Human Services. Your SFY 2025 contract will be used to reimburse your expenditures. Your contract does not show any funding amount. Budgets for SFY 2025 will be provided via Option Letters.

Please be aware of all conditions as they are noted within your SFY 2025 Annual Plan/s (Assurance of Compliance and RFP) and Contract. You have been provided with an Excel workbook to submit required reports for reimbursement.

All fiscal and program performance reports are due to this agency by the 10th day of the month following the month reported to assure prompt reimbursement of expenditures. (Dates are also noted on the Excel Expenditures Reports workbook. Reports for June services will be due the first week of July due to State reporting requirements.) Failure to submit required reports in a complete, accurate form within the above listed time lines will result in no request for reimbursement being processed until such time as all reporting requirements have been met.

Please sign and date the Contract, Indemnification Addendum (new this year), and the HIPAA Business Associate Addendum. Retain a copy for your files and submit a copy (email, fax, or postal) to this office by **September 10, 2024**.

If you have any questions, please call 719-383-4844 or 383-3170.

Sincerely,

Ken Shearer, Director
Lower Arkansas Valley Area Agency on Aging

Donna Rohde Digitally signed by Donna Rohde
Date: 2024.08.07 11:33:13 -06'00'

Donna Rohde, Executive Director
Otero County Department of Human Services



advocacy action answers on aging

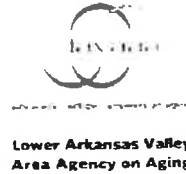
CONTRACT

Lower Arkansas Valley Area Agency on Aging

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

<p>AWARDING AGENCY Otero County of Dept. of Human Services Lower Arkansas Valley Area Agency on Aging 13 W. 3rd Street, Rm. 110, La Junta, CO 81050</p> <p>SUBCONTRACTOR City of Lamar 102 E Parmenter St, Lamar, CO 81052</p>	<p>CONTRACT NO. CITYLAMAR-STATE-25</p> <hr/> <p>AWARD TYPE <X> Initial Award <> Revision of Earlier Contract Issued on:</p>		
<p>FUNDING SOURCE State</p>	<p>CONTRACT PERIOD July 1, 2024 - June 30, 2025</p>		
<p>APPROVED BUDGET FOR CONTRACT PERIOD Budgets will be awarded via Option Letters.</p>			
<p>SCOPE OF WORK: In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2025 102 E Parmenter St Annual Plan (Assurance of Compliance and RFP) and Contract (including HIPAA and Indemnification Addendums), Award Letter, and Older Americans Act Rule Manual Volume 10.</p>			
<p>APPROVALS</p> <table border="0"> <tr> <td data-bbox="162 1365 730 1827"> <p>AWARDING AGENCY:</p> <p>by Donna Rohde Digitally signed by Donna Rohde Date: 2024.08.07 11:54:04 -06'00'</p> <hr/> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p> </td> <td data-bbox="730 1365 1356 1827"> <p>CONTRACTOR:</p> <p>by _____</p> <hr/> <p>Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> </td> </tr> </table>		<p>AWARDING AGENCY:</p> <p>by Donna Rohde Digitally signed by Donna Rohde Date: 2024.08.07 11:54:04 -06'00'</p> <hr/> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p>	<p>CONTRACTOR:</p> <p>by _____</p> <hr/> <p>Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>
<p>AWARDING AGENCY:</p> <p>by Donna Rohde Digitally signed by Donna Rohde Date: 2024.08.07 11:54:04 -06'00'</p> <hr/> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p>	<p>CONTRACTOR:</p> <p>by _____</p> <hr/> <p>Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>		

Option Letter #25-0724



Contract #: **CITYLAMAR-STATE-25**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **City of Lamar**
102 E Parmenter St
Lamar, CO 81052

Contract Performance Beginning Date: **July 1, 2024**
Contract Performance Ending Date: **June 30, 2025**

Amount Awarded on this Option Letter:	\$25,589.00
Total AAA Funds Awarded on this Contract:	\$25,589.00
Minimum Matching Funds Required:	\$2,844.00
Net Budget Amount*:	\$28,442.00
<i>* Program Income (Donations) will also be reported, but are not required.</i>	

Expiration Date of funds awarded on this Option Letter: **June 30, 2025**

Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

Otero County Department of Human Services

Lower Arkansas Valley Area Agency on Aging
Donna Rohde, Executive Director

Donna Rohde Digitally signed by Donna Rohde
Date: 2024.08.07 11:43:02 -06'00'

By: Donna Rohde

Effective Date: 7/1/2024



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INDEMNIFICATION ADDENDUM

Lower Arkansas Valley Area Agency on Aging

This Indemnification Addendum ("Addendum") is a part of the Contract No/s. **CITYLAMAR-STATE-25** between the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)** and **City of Lamar (Subcontractor)**, for contract year **SFY 2025**. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

Subcontractor shall indemnify, save, and hold harmless the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)/Otero County, and the State of Colorado**, as well as these entities' employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subcontractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as now in effect or hereafter amended.

Signature of Subcontractor

Date



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**Lower Arkansas Valley
Area Agency on Aging**

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract No. CITYLAMAR-STATE-24 between the Lower Arkansas Valley Area Agency on Aging (LAVAAA) and City of Lamar (Subcontractor), for contract year 2024. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** is referred to as "**Associate**". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent

it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from

Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance

requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to

cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted

as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Jim Collins, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3rd St, Room 110, La Junta, CO 81050

Contractor/Business Associate Representative

Name: City of Lamar

Contact: Robert Evans and Kristin Schwartz

Address: 102 E Parmenter St, Lamar, CO 81052

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract No. CITYLAMAR-STATE-24, between LAVAAA and City of Lamar, contract year SFY 2024 and is effective on the date signed. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: _____

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

Signature of Subcontractor **Date**

Agenda Item No. 4

Council Date: 09/09/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Permission to Pursue the Motorola Grant Program

INITIATOR: Kristin Schwartz, Tess Camp, Chief Fear
REVIEW: RCE

CITY ADMINISTRATOR'S

ACTION PROPOSED: Authorize staff to Pursue for funding for the Police Department

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

BACKGROUND:

Chief Fear has identified a need for new in car radios and dashcams. Staff is asking for permission to pursue funding through a grant offered by Motorola. We have reached out to schedule a meeting to get details on the next steps including what kind of a match they require. We are looking at dashcams costing approximately \$102,429 and radios at approximately \$105,188. This is something that we will include in the 2025 - 20 fund.

RECOMMENDATION: Authorize staff to pursue Motorola grants.

08/07/2024

LAMAR POLICE DEPT
505 S MAIN ST
LAMAR, CO 81052

RE: Motorola Quote for LAMAR PD APX6500 (DASH-20)

Dear Chief Al Fear,

Motorola Solutions is pleased to present LAMAR POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAMAR POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Colin Watts at Colin.Watts@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Colin Watts



QUOTE-2743026
LAMAR PD APX6500 (DASH-20)

Billing Address:
LAMAR POLICE DEPT
505 S MAIN ST
LAMAR, CO 81052
US

Quote Date:08/07/2024
Expiration Date:11/05/2024
Quote Created By:
Colin Watts
Colin.Watts@
motorolasolutions.com

End Customer:
LAMAR POLICE DEPT
Chief Al Fear

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	20	\$3,383.12	\$2,469.68	\$49,393.60
1a	G51AU	ENH: SMARTZONE OPERATION APX6500	20	\$1,320.00	\$963.60	\$19,272.00
1b	G78AT	ENH: 3 YEAR ESSENTIAL SVC	20	\$288.00	\$288.00	\$5,760.00
1c	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20	\$66.00	\$48.18	\$963.60
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20	\$0.00	\$0.00	\$0.00
1e	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	20	\$15.00	\$10.95	\$219.00
1f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	20	\$567.00	\$413.91	\$8,278.20
1g	GA01670AA	ADD: APX E5 CONTROL HEAD	20	\$717.00	\$523.41	\$10,468.20
1h	W22BA	ADD: STD PALM MICROPHONE APX	20	\$79.00	\$57.67	\$1,153.40
1i	QA09113AB	ADD: BASELINE RELEASE SW	20	\$0.00	\$0.00	\$0.00
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20	\$0.00	\$0.00	\$0.00
1k	G361AH	ENH: P25 TRUNKING SOFTWARE APX	20	\$330.00	\$240.90	\$4,818.00
1l	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	20	\$6.00	\$4.38	\$87.60
1m	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	20	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc. : 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	G66BJ	ADD: DASH MOUNT E5 APXM	20	\$138.00	\$100.74	\$2,014.80
Grand Total					\$102,428.40(USD)	

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





08/07/2024

LAMAR POLICE DEPT
505 S MAIN ST
LAMAR, CO 81052

RE: Motorola Quote for LAMAR PD APX6500 (REMOTE-20)

Dear Chief Al Fear,

Motorola Solutions is pleased to present LAMAR POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAMAR POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Colin Watts at Colin.Watts@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Colin Watts

Billing Address:
 LAMAR POLICE DEPT
 505 S MAIN ST
 LAMAR, CO 81052
 US

Quote Date:08/07/2024
 Expiration Date:11/05/2024
 Quote Created By:
 Colin Watts
 Colin.Watts@
 motorolasolutions.com

End Customer:
 LAMAR POLICE DEPT
 Chief Al Fear

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	20	\$3,383.12	\$2,469.68	\$49,393.60
1a	G51AU	ENH: SMARTZONE OPERATION APX6500	20	\$1,320.00	\$963.60	\$19,272.00
1b	G78AT	ENH: 3 YEAR ESSENTIAL SVC	20	\$288.00	\$288.00	\$5,760.00
1c	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20	\$66.00	\$48.18	\$963.60
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20	\$0.00	\$0.00	\$0.00
1e	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	20	\$15.00	\$10.95	\$219.00
1f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	20	\$567.00	\$413.91	\$8,278.20
1g	GA01670AA	ADD: APX E5 CONTROL HEAD	20	\$717.00	\$523.41	\$10,468.20
1h	W22BA	ADD: STD PALM MICROPHONE APX	20	\$79.00	\$57.67	\$1,153.40
1i	QA09113AB	ADD: BASELINE RELEASE SW	20	\$0.00	\$0.00	\$0.00
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20	\$0.00	\$0.00	\$0.00
1k	G361AH	ENH: P25 TRUNKING SOFTWARE APX	20	\$330.00	\$240.90	\$4,818.00
1l	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	20	\$6.00	\$4.38	\$87.60
1m	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	20	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	G67DT	ADD: REMOTE MOUNT E5 APXM	20	\$327.00	\$238.71	\$4,774.20

Grand Total**\$105,187.80(USD)****Notes:**

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Agenda Item No. 5

Council Date: 09/09/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Permission to Apply for the Edward Byrne Memorial Justice Assistance Grant

INITIATOR: Kristin Schwartz, Tess Camp, Chief Fear
REVIEW: _____

CITY ADMINISTRATOR'S

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

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

BACKGROUND:

With this solicitation, the Bureau of Justice Assistance (BJA) seeks applications for formula funding to, in general, provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas, including the following: Law enforcement programs, Prosecution and court programs, Prevention and education programs, Corrections and community corrections programs, Drug treatment and enforcement programs, Planning, evaluation, and technology improvement programs, Crime victim and witness programs (other than compensation), Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams, and Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs. Our intent is to purchase body cameras. We will apply for \$90,000. There is not a required match.

RECOMMENDATION: Authorize staff to apply for the Edward Byrne memorial Justice Assistance Grant (JAG)

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



Lamar Police Department (CO)

Lamar Police Department (CO)

505 South Main Street

Lamar, CO 81052

United States

Al Fear

al.fear@ci.lamar.co.us

719-688-3624

Reference: 20240711-134612221

Quote created: July 11, 2024

Quote expires: October 9, 2024

Quote created by: Jake Carlson

Sales Manager

jcarlson@wrap.com

+17632264207

Comments from Jake Carlson

Item & Description	Quantity	Unit Price	Total
Items due now			
X2 64GB Body Worn Camera Kit with GPS	20	\$389.00	\$7,780.00
X2 Single Camera Charging / Uploading Station	20	\$30.00	\$600.00
X2 USB Transfer Cable	20	\$8.00	\$160.00
X2 - BWC MOLLE Hard Case Camera Mount	20	\$49.99	\$999.80
Annual Extended Warranty (Camera / Year)	20	\$60.00 / year	\$1,200.00 / year for 4 years
Enterprise Sharing License - 1 per Agency	1	\$395.00 / year	\$395.00 / year for 5 years

BODY CAMERAS

Purchase terms

Net 30

- Tax Exempt Certificate if applicable required prior to shipment. If not provided tax will be applied to the invoice.
- Client shall furnish to Wrap, upon the latter's request, written evidence from such governmental authorities of all such licenses, permits, clearances, authorizations, approvals, registrations, and recordings.
- These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or enduser(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Signature

Signature

Date

Printed name

Questions? Contact me



Jake Carlson
Sales Manager
jcarlson@wrap.com
+17632264207

Wrap Technologies, Inc.
1817 West 4th Street
Tempe, AZ 85281
United States



Customer: **Lamar Police Department**
Lamar

July 12, 2024

Wrap Solutions Purchase Agreement
[For BolaWrap, Body Worn Camera and Wrap Reality Bundles]

This Bundle Purchase Agreement (this "Agreement"), dated as of the date last executed below ("Effective Date"), is by and between Wrap Technologies, Inc., a Delaware corporation, with its principal place of business at 1817 W 4 Street, Tempe, AZ 85281 (the "Company"), and the party the executing this Agreement on the signature page below, with its principal place of business at the address indicated on said signature page ("Customer").

NOW, THEREFORE, for consideration, the sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements herein, the parties hereto agree as follows:

1. SALE. The Company agrees to sell to Customer, and Customer agrees to buy from the Company, the (a) hardware, equipment, tangible accessories and devices (individually and collectively, the "Purchased Hardware") and (b) licenses and services (individually, a "Purchased Service", and collectively, the "Purchased Services"), all as identified and elected in the quote attached hereto as Appendix II and incorporated herein by reference (the "Quote"), subject to the terms and conditions herein. The Purchased Hardware and Purchased Services are individually referred to herein as, a "Purchased Item" and collectively as, the "Purchased Items". Any Purchased Items not included as part of a bundle in the Quote are individually referred to herein as, a "Separate Item" and collectively as, the "Separate Items".

2. TERM. The term of this Agreement shall commence on the Effective Date and expire on the date that is the fifth anniversary of the Initial Shipment Date (as defined below), unless terminated earlier pursuant to the terms herein.

3. PRICE; PAYMENT.

a. As part consideration for the Purchased Items, Customer shall pay to the Company the final amount identified in the Quote, which amount shall be fully earned on the Effective Date and paid in United States dollars (the "Purchase Price"). The Purchase Price is exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer, for which Customer shall bear and be responsible. Customer shall bear and be responsible for all such duties, charges, costs, and taxes associated with the Purchased Items and the purchase thereof and payment therefor, including but not limited to any duties and taxes that arise as a result of Customer failing to provide the Company with valid or correct tax-exempt documentation; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, the Company's income, revenues, gross receipts, personal or real property, or other assets. Customer shall pay the Purchase Price in full without any adjustments, setoffs, deductions, retainage or withholding.

b. For so long as Customer is not in default hereunder, Customer shall pay the Purchase Price in five (5) equal installments, with the first installment payable not later than 30 days following the date of the initial shipment of any part of the Purchased Hardware (the "Initial Shipment Date"), and thereafter an installment payment shall be payable on each subsequent anniversary of such date until the Purchase Price is paid in full; except that any portion of the Purchase Price allocated to Separate Items and all shipping charges shall be due and payable in full as part of the Initial Shipment Invoice (as defined below). The Company will invoice Customer for the first installment payment confirming the Initial Shipment Date ("Initial Shipment Invoice"). All payments shall be made in United State dollars and by ACH, bank wire or check delivered to the accounts or locations identified by the Company in writing from time-to-time. The parties agree that all payment obligations of Customer in this Agreement are non-cancelable.

c. Notwithstanding anything to the contrary herein, in the event Customer becomes in default of this Agreement, then (i) the entire Purchase Price shall become immediately due and payable and (ii) the Purchase Price shall be increased to the amount equal to the Manufacturer Suggested Retail Price (MSRP) as of the Initial Shipment Date for all of the Purchased Items. For the avoidance of doubt, Customer acknowledges that its continuing compliance with this Agreement constitutes material consideration to the Company for any discounts and installment payment terms agreed to in this Agreement.

d. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse the Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer may not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with the Company, whether relating to the Company's breach, bankruptcy, or otherwise.

4. SHIPPING. Customer shall bear and be responsible for all shipping costs related to the Purchased Hardware. Purchased Hardware shall be delivered to Customer by the Company's standard methods of packaging and shipping. Unless other timing is specified herein for shipment of any Purchased Hardware, the Company shall use reasonable efforts to ship the Purchased Hardware within one month of the Effective Date and shall not be responsible for any delay in shipment so long as the duty in this sentence is satisfied by the Company. The Company shall not be required to deliver the Purchased Hardware in one shipment and may deliver such items at different times and in partial shipments and shipments from multiple locations at the Company's sole discretion. All shipping charges incurred (or to be incurred) by the Company for delivering the Purchased Hardware will be billed to Customer as part of the Initial Shipment Invoice and may be based on estimates. Title and risk of loss for each Purchased Hardware shall pass to, and such risk shall be borne solely by, Customer upon the Company delivering such item to the common or freight carrier for shipping to Customer. Customer shall bear and be responsible for any loss or damage to any Purchased Hardware during shipment. Company will ship all Purchased Hardware to Customer's address identified on the Quote.

5. NO TRANSFER. Customer shall not sell, transfer, assign or grant any interest in any of the Purchased Items.



Wrap Solutions Purchase Agreement

[For BolaWrap, Body Worn Camera and Wrap Reality Bundles]

b. Customer shall ensure, on an annual basis, that all personnel utilizing BolaWrap devices undergo training on the use thereof by a certified BolaWrap instructor, at Customer's sole cost and expense.

8. NO RETURNS. All sales are final and no refunds or exchanges are allowed with the exception of warranty exchanges under Section 17 or as otherwise expressly permitted hereunder or as required by applicable federal or state law.

9. PLAN UPGRADES. The parties may mutually agree to modify this Agreement to upgrade plans, features, and pricing based on a separately executed written contract addendum.

10 PRODUCT INFORMATION; WARNINGS.

a. The most recent version of the Company's terms of use, terms and conditions, privacy policies, user manuals, product documentation and licenses can be found at [<https://wrap.com/stc>] (collectively, as amended or updated from time-to-time, the "Product Information"). Customer acknowledges and accepts that the Company has and will continue to update the Product Information from time-to-time at the Company's sole discretion. Customer shall periodically (not less than monthly) access and review, and disseminate to its personnel for review, all Product Information related to the Purchased Items, as amended or modified from time-to-time, then posted on [<https://wrap.com/stc>]. Customer shall ensure that it and its personnel accessing or using the Purchased Items comply with the terms of the Product Information applicable to the Purchased Items. Customer acknowledges and agrees that posting on such website is the only form of notice Customer will receive regarding amendments and updates to Product Information, and that such notice is sufficient.

b. The most current warnings for Purchased Hardware are located at the following website: [<https://wrap.com/stc>]. Customer acknowledges that the warnings may be updated from time-to-time at the Company's sole discretion. Customer is responsible for accessing and reviewing any updated warnings and disseminating them to its personnel for review. Customer acknowledges and agrees that posting on such website is the only form of notice Customer will receive regarding updates to the warnings, and that such notice is sufficient.

11. PRODUCT | SERVICE DESIGN CHANGES. Notwithstanding anything to the contrary in this Agreement, the Company may, from time-to-time, (i) make changes to or modify the design of any of the Company's products or services and (ii) replace end-of-life products or services with the next generation of that product or service, all without consent of or notifying Customer, including any products or services that Customer has purchased or previously received hereunder. Customer hereby acknowledges and agrees that any such changes, modifications or replacements may be made at the Company's sole discretion, and the act of making such changes, modifications or replacements shall not affect this Agreement or the Company's rights or benefits or Customer's obligations hereunder provided that, no such changes, modifications or replacements shall materially affect the nature of any product or service purchased by Customer pursuant to the terms of this Agreement.

12. BOLAWRAP CASSETTE PROGRAMS. If the BolaWrap Essential bundle is elected in the Quote and part of the Purchased Items, then Customer will receive for the "Cassettes - (6 Annually)" item (i) initially, six BolaWrap 150 cassettes (two cassettes to be used for initial training) and (ii) six BolaWrap 150 cassettes (two cassettes to be used for annual recertification training) on or about each of the first, second, third and fourth anniversary of the Effective Date. If the BolaWrap Plus or Elite bundles are elected in the Quote and part of the Purchased Items, then the Customer will receive for the "Unlimited Cassettes" item (a) initially, six BolaWrap 150 cassettes (two cassettes to be used for initial training), (b) two BolaWrap 150 cassettes on or about each of the first, second, third and fourth anniversary of the Effective Date to be used for annual recertification training, and (c) unlimited BolaWrap 150 cassettes to replace field deployments that are deployed in the reasonable and ordinary course of Customer's business. As a condition to receiving an additional cassette under subsection (c), Customer must submit to the Company an incident report confirming that a cassette had been deployed in the reasonable and ordinary course of Customer's business prior to the Company providing an additional cassette. For the avoidance of doubt (A) the Unlimited Cassettes item is only available as part of the BolaWrap Plus and Elite bundles and only if such bundles are elected in the Quote and part of the Purchased Items and (B) this Section does not apply to any Separate Items.

13 BOLAWRAP BATTERY REPLACEMENT PROGRAMS. If the "Unlimited Battery Pack" item is included as part of a bundle elected in the Quote and part of the Purchased Items, then Customer will receive for this item additional BolaWrap batteries in their initial shipment equal to five percent (5%) of the total BolaWrap devices purchased as part of the Purchased Items (the "Additional Batteries"). In addition, under the Unlimited Battery Pack item, the Company will replace any battery that becomes defective or is fully expended if Customer first submits a RMA request to the Company and returns the defective or fully expended battery to the Company for inspection at Customer's expenses (including cost of shipping). For the avoidance of doubt, (i) the Unlimited Battery Pack item is only available as part of the BolaWrap Plus and Elite bundles and only if such bundles are elected in the Quote and part of the Purchased Items and (ii) this Section does not apply to any Separate Items. Notwithstanding the foregoing, the Company's obligation to replace a battery under this Section shall not apply to any battery that Customer has not properly stored and maintained, or where Customer has failed to use the battery in accordance with the Product Information or where Customer has damaged the battery by misuse or where the damage was intentional or deliberate or caused by reckless or negligent conduct of Customer.



Wrap Solutions Purchase Agreement

[For BolaWrap, Body Worn Camera and Wrap Reality Bundles]

19. IP RIGHTS. Customer agrees that the Company has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Company's products and services. Customer shall not directly or indirectly cause any proprietary rights to be violated. Customer shall not engage in any activities accessing proprietary information contained within any hardware, software, or firmware provided by the Company; duplicating the hardware, software, or firmware; or circumventing security for the hardware, software, or firmware including but not limited to disassembling, tampering, modifying, reverse engineering, bypassing access controls, or otherwise compromising security, functionality, or integrity. Any violation of these provisions shall be considered a material breach of this Agreement.

20 MISCELLANEOUS

a. Customer is prohibited from assigning or transferring this Agreement without the Company's express prior written approval, which may be withheld at the Company's sole discretion. Any purported assignment or transfer in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

b. Governing Law; Dispute Resolution.

i. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Arizona.

ii. The parties hereto shall attempt to resolve any dispute arising out of or relating to this Agreement or the Purchased Items promptly by negotiation between representatives of the parties who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. To initiate a negotiation, a party shall give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the representatives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If such negotiations do not resolve such dispute, the parties agree that all suits, actions, claims and proceedings relating to such dispute are to be settled by confidential and binding arbitration. Any such suits, actions, claims or proceedings shall be settled by confidential, binding arbitration before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Tempe, Arizona, or as near practicable to Tempe. All evidence, negotiations, communications, and filings in the arbitration shall remain confidential. Any decision or award as a result of any such arbitration proceeding shall be in writing and may be entered in the federal courts of the United States of America or the courts of the State of Arizona, in each case with jurisdiction over the City of Tempe. Any filings in court will remain confidential to the fullest extent possible under the laws and rules of the court and neither party will contest such confidentiality. Each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding arising out of or relating to this Agreement or Purchased Items. Each party shall be responsible for paying its own cost of arbitration, including its own attorney's fees.

c. Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and to access and use the Purchased Items.

d. No waiver by a party hereto of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to the Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (i) acts of God; (ii) flood, fire, earthquake, pandemics, epidemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (ix) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 20 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section, the Company may thereafter terminate this Agreement upon 15 days' written notice to Customer.



Wrap Solutions Purchase Agreement
[For BolaWrap, Body Worn Camera and Wrap Reality Bundles]

b. CUSTOMER AGREES TO RELEASE THE COMPANY FROM ANY AND ALL DAMAGES THAT RESULT FROM CUSTOMER OR ANY OTHER PERSON'S USE OF OR FAILURE TO FOLLOW ALL INSTRUCTIONS PERTAINING TO THE USE OF THE PURCHASED ITEMS, AND/OR ANY DAMAGES THAT MAY RESULT FROM THE CUSTOMER OR ANY OTHER PERSON'S FAILURE TO COMPLY WITH ANY AND ALL APPLICABLE TRAINING IN ACCORDANCE WITH CUSTOMER'S GUIDELINES. CUSTOMER AGREES TO RELEASE THE COMPANY FROM ALL LIABILITY ARISING OUT OF THE DEPLOYMENT, USE OR MISUSE OF THE PURCHASED ITEMS, INCLUDING ANY CLAIMS FOR DAMAGES AND PERSONAL INJURIES. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS AND ALL LIABILITY FOR ANY DAMAGES AND PERSONAL INJURY WHICH MAY RESULT FROM THE DEPLOYMENT, USE, OR MISUSE OF THE PURCHASED ITEMS AND ALL ITS COMPONENT PARTS AND/OR ACCESSORIES, INCLUDING ANY THAT ARE NOT MANUFACTURED OR RECOMMEND BY THE COMPANY. THE COMPANY IS NOT LIABLE FOR THE FAILURE OF THE PUCHASED ITEMS TO PERFORM, AND THE COMPANY IS NOT LIABLE FOR ANY CLAIMS MADE BY A THIRD PARTY OR CUSTOMER FOR OR ON BEHALF OF A THIRD PARTY.

c. Customer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party (collectively, "Losses"), relating to or arising out of or resulting from any claim of a third party or Customer arising out of or occurring in connection with or related to this Agreement or the Purchased Items or use thereof, including but not limited to, Customer's negligence, willful misconduct or breach of this Agreement. Customer shall not enter into any settlement without the Company's prior written consent. The indemnity in this Section shall not apply to any Losses resulting primarily from the Company's breach of this Agreement.

22 GRANTS OF RIGHTS AND AUTHORIZED USAGE. Customer grants to the Company a non exclusive, worldwide and royalty-free right to use the Customer's name and details of the Customer's purchase for the sole purpose of marketing, promotional and public relations materials, including but not limited to marketing materials, press releases, social media posts, website content and any other advertising or promotional medium, for the benefit of the Company

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last executed below. The person signing on behalf of a party represents and warrants that it is authorized to do so and has full power and authority. This Agreement may be signed in separate counterparts and is signed for and on behalf of:

Company : Lamar Police Department

Proposal Dated July 12, 2024

Signature : _____

Dated: _____

Print Name: _____

Title: _____



APPENDIX I

Wrap | Evidence on Cloud License

6. DATA SECURITY - CUSTOMER RESPONSIBILITIES. Customer is responsible for maintaining the security of the Customer's and its Authorized Users' usernames, passwords, and other Access Protocols and taking steps to maintain appropriate security and access by Authorized Users to Customer Content. Log-in credentials are for Customer's internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person. Customer agrees to be responsible for all activities undertaken by Customer, its employees, contractors or agents, and Authorized Users. Customer will contact Company immediately if the Customer believes an unauthorized third party may be using the Customer's account or Customer Content or if the Customer's account information is lost or stolen. Further, Customer and its Authorized Users shall be responsible for all changes to and/or deletions of Customer Content. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Content. Customer acknowledges and agrees that, except as otherwise agreed between the parties or in a separate written agreement, Company will have no obligation to back up Customer Content, nor will Company have any liability for any loss or corruption of Customer Content, nor will Company have any obligation under this Agreement to retain any Customer Content after the expiration or termination of the Agreement. Company will not be liable for any loss of data or functionality caused directly or indirectly by Authorized Users. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Company Offering. Customer agrees that such export control laws govern its use of the Company Offering (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from the Company Offering (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

7. DATA SECURITY - COMPANY RESPONSIBILITIES. Company will implement commercially reasonable measures designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. COMPANY DOES NOT GUARANTEE THAT THE COMPANY OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL COMPANY OFFERING ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE COMPANY OFFERING MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER COMPANY NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE COMPANY OFFERING WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE, NOR SHALL COMPANY OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

If a third party makes a claim against Company that the Customer Content violates any law including but not limited to privacy laws, defamations laws, infringement of patent, copyright or trademark, or misappropriation of trade secret, Customer shall defend Company and its directors, officers, and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Company will provide, at Customer's expense, the assistance, information and authority reasonably requested in the defense and settlement of the claim.

8. COMPANY SUPPORT. Company will make available to Customers updates to the Company Offering, as released by Company and made generally available to its other customers. Customer shall provide commercially reasonable information and assistance to Company to enable Company to deliver the Company Offering and support for the Company Offering. Updates may be provided electronically via the Internet. It is the Customer's responsibility to establish and maintain adequate access to the Internet in order to receive updates. Customer is responsible for maintaining the computer equipment and Internet connections necessary for the Customer's use of the Company Offering.

9. DATA PRIVACY. Company will not disclose confidential Customer Content or any confidential information about Customer except as compelled by a court or administrative body or required by any law or regulation. Company will give Customer notice if any disclosure request is received for confidential Customer Content. Customer agrees to allow Company access to certain information of Customer as necessary in order to: (a) perform troubleshooting for Customer's account at Customer's request or as part of regular diagnostic screenings; (b) enforce agreements or policies governing use of the Company Offering; or (c) perform analytic and diagnostic evaluations of the Company Offering.

10. DATA STORAGE. Company will determine the locations of the data centers in which Customer Content will be stored and accessible by Authorized Users. For United States customers, Customer Content that is stored in the Company Offering will remain within the United States including any backup data, replication sites, and disaster recovery sites. Customer consents to the transfer of Customer Content to Company's third-party providers for the purpose of storing Customer Content. Ownership of Customer Content remains with Customer at all times

Agenda Item No. 6

Council Date: 9/9/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

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

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

ACTION PROPOSED: Approve Ordinance on first 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.

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

ORDINANCE NO. _____

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 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 indicted, unless the context otherwise requires:

1. *Ice cream products* mean ice cream, frozen milk, or any other frozen dairy 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.
4. *Mobile Ice Cream Vendor* means any vehicle, whether human-powered, or motor-powered, from which ice cream products are sold or offered for sale to the general public, except for

any vehicle operated from a stationary location for more than 15 minutes and except when operated as a mobile food vendor as defined under section 8-16(a)(3).

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.

(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 under Section 8-10; or
 - ii. Revocation of the mobile food vendors or mobile ice cream vendors business license under 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 ____ day of _____, 2024 in accordance with the City Charter.

ATTEST:

KIRK CRESPIN, MAYOR

LINDA WILLIAMS, CITY CLERK

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

ATTEST:

KIRK CRESPIN, MAYOR

LINDA WILLIAMS, CITY CLERK

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (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, Treasurer and Administrators annual performance reviews,

ITEM TITLE: including a review of the performance of the targets that were provided

INITIATOR: Rob Evans, City Administrator

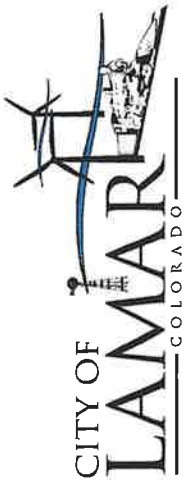
CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: Executive Sessions – (1) For a Conference with the City Attorney for the Purpose of Receiving 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, Treasurer and Administrators annual performance reviews, including a review of the performance of the targets that were provided

RECOMMENDATION:



SALES OF WATER, SEWER, TRASH

AUGUST 2024

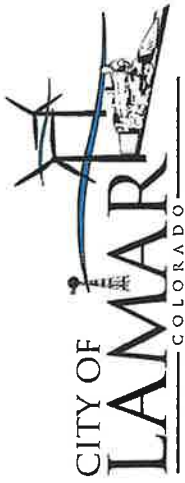
AUGUST 2023

DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET	DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET
Residential Sales	2,843	\$ 135,527.46	5,183,621	Residential Sales	2,848	\$ 100,252.93	4,348,221
City Commercial Sales	545	\$ 69,585.14	2,932,141	City Commercial Sales	542	\$ 59,195.54	2,868,227
TOTAL CITY	3,388	\$ 205,112.60	8,115,762	TOTAL CITY	3,390	\$ 159,448.47	7,216,448
Rural Residential Sales	130	\$ 11,322.66	255,100	Rural Residential Sales	128	\$ 8,965.90	233,346
Rural Commercial Sales	17	\$ 11,124.06	340,722	Rural Commercial Sales	18	\$ 5,278.15	168,148
TOTAL RURAL	147	\$ 22,446.72	595,822	TOTAL RURAL	146	\$ 14,244.05	401,494
Total Water Sales	3,535	\$ 227,559.32	8,711,584	Total Water Sales	3,536	\$ 173,692.52	7,617,942
Connect / Disconnect fee Billed	11	\$ 220.00		Connects and Service Billed		\$ 476.00	
Connect / Disconnect fee Paid	39	\$ 780.00		Connects and Service Paid	50	\$ 1,014.00	
TOTAL WATER REVENUE		\$ 228,559.32	8,711,584	TOTAL WATER REVENUE		\$ 175,182.52	7,617,942
Total Consumption YTD	→→→→→	→→→→→	45,861,023	Total Consumption YTD	→→→→→	→→→→→	→→→→→
Sewer	3,387	\$ 50,475.40		Sewer	3,384	\$ 43,190.98	
TOTAL SEWER REVENUE		\$ 50,475.40		TOTAL SEWER REVENUE		\$ 43,190.98	
TOTAL WATER/SEWER REVENUE		\$ 279,034.72		TOTAL WATER/SEWER REVENUE		\$ 218,373.50	
WATER INFORMATION ONLY							
City Departments	53	\$ 13,601.12	588,014	City Departments	51	\$ 10,336.10	534,595
Fairmount Cemetery	2	\$ 2,827.28	140,441	Fairmount Cemetery	2	\$ 3,354.84	193,860
TOTAL CITY COST	55	\$ 16,428.40	728,455	TOTAL CITY COST	53	\$ 13,690.94	728,455
Garbage Billed	4,359	\$ 97,149.50		Garbage Billed	4,311	\$ 96,070.15	
Carboard Run Billed	65	\$ 2,394.75		Carboard Run Billed	56	\$ 2,298.06	
Rolloff charges billed thru U/B	34	\$ 15,599.00		Rolloff charges billed thru U/B	38	\$ 18,645.50	
Rolloff charges billed thru A/R	25	\$ 12,219.40		Rolloff charges billed thru AR	46	\$ 22,032.00	
Landfill charges billed thru A/R	60	\$ 8,038.40		Landfill charges billed thru AR	70	\$ 8,769.20	
Demos charges billed thru A/R	0	\$ -		Demos billed thru A/R		\$ -	
TOTAL GARBAGE BILLED	376	\$ 135,401.05		TOTAL GARBAGE BILLED	376	\$ 147,814.91	
Landfill / Transfer station	3	\$ 1,298.00		Landfill / Transfer station Gate Revenue	3	\$ 13,115.50	
Rolloff charges prepaid at complex		\$ -		Rolloff charges prepaid at complex		\$ 1,452.00	
Demos prepaid at complex		\$ -		Demos prepaid at complex		\$ -	
Prepaid Res/Com Tub Use	1	\$ 34.25					
TOTAL GARBAGE REVENUE		\$ 6,681.35		TOTAL GARBAGE REVENUE		\$ 14,567.50	
TOTAL TRASH		\$ 142,082.40		TOTAL TRASH		\$ 162,382.41	

corrected: 40,390,862 originally reported incorrectly

STAGE 1 MANDATORY WATER USE GUIDELINES

STAGE 1 MANDATORY WATER USE GUIDELINES



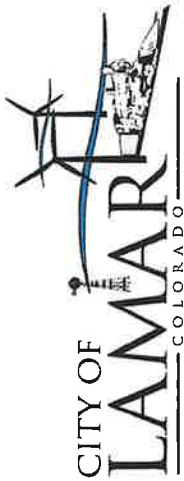
SALES OF WATER, SEWER, TRASH

INFO FROM WA PERIOD BILLING SUMMARY

	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CIW - COM - IN WINTER READ	28	10,337		624.92
CI - COM - IN TOWN	375	1,261,625		31,817.11
CO - COM - OUT TOWN	14	313,361		9,968.65
CWI - COM - CAR WASH - IN TOWN	4	72,902		1,517.30
GIW - GOVT - IN WINTER READ	2	28,030		621.08
GI - GOVT - IN TOWN	113	1,427,344		32,013.64
GO - GOVT - OUT TOWN	2	2,000		114.60
NI - NON PRF - IN TOWN	23	131,903		2,991.09
NO - NON PRF - OUT TOWN	1	25,361		1,040.81
RIW - RESI - IN WINTER READ	4	3,416		114.86
RI - RESI - IN TOWN	2,839	5,180,205		135,412.60
RO - RESI - OUT TOWN	130	255,100		11,322.66
	3,535	8,711,584		227,559.32
INFO FROM 61-340-344-3446				
CONNECTS / DISCONNECTS BILLED - J/E	220.00			
CONNECTS / DISCONNECTS PAID - C/R	780.00			
INFO FROM MC PERIOD BILLING SUMMARY				
J/E	# Cust Billed			Total Charges
WA CON BILLED	11			220.00
WA DISC BILLED				220.00
INFO FROM 61-340-344-3446				
C/R	# Cust Paid			Total Charges
WA CON PAID	39			780.00
WA DISC PAID				780.00

INFO FROM SW PERIOD BILLING SUMMARY

CI - COM IN TOWN	405			8,781.00
CO - COM - OUT TOWN	15			573.23
CWI - COM - CAR WASH - IN TOWN	4			585.91
GI - GOVT - IN TOWN	53			1,437.60
NI - NON PRF - IN TOWN	22			296.50
NO - NON PRF - OUT TOWN	1			26.15
RI - RESI - IN TOWN	2,829			35,453.96
RO - RESI - OUT TOWN	58			3,321.05
	3,387			50,475.40



SALES OF WATER, SEWER, TRASH

INFO FROM TR PERIOD BILLING

SUMMARY

CI - COM - IN TOWN	657		24,896.89
CO - COM - OUT TOWN	61		3,720.50
GI - GOVT - IN TOWN	100		4,682.25
NI - NON PRF - IN TOWN	23		667.00
NO - NON PRF - OUT TOWN	1		0.00
RI - RESI - IN TOWN	3,397		60,035.86
RO - RESI - OUT TOWN	120		3,147.00
	4,359		97,149.50

INFO FROM CB PERIOD BILLING

SUMMARY

CI - COM - IN TOWN	58		1,982.75
CO - COM - OUT TOWN	5		231.75
GI - GOVT - IN TOWN	2		180.25
	65		2,394.75

TR33- Misc Charge & Adjustments (Report with rolloff billing)

*Extra Trash Pickup Billed		8	180.25
*Extra Cardboard Pickup Billed		34	15,599.00
*Rolloffs Billed Thru Utility Billing			
*Trash Con/Disc billed due to 2mos nonpay			
*Extra Trash pickup or Rolloff P/R done in Previous Month (July)		1	462.00
*Other Trash/Rolloff billed/adjustments thru Utility Billing			(50.32)
TOTAL MISCELLANEOUS CHARGES \$	16,190.93		16,190.93

ADJUSTMENT GARBAGE (on MC page)

	16,190.93		
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(-)AR rolloff billing sent to collections

INFO FROM GL# 41-311-348-3482

ROLLOFFS BILLED THRU A/R	INV	25	12,219.40
ROLLOFFS PREPAID AT COMPLEX	C/R	3	1,288.00
TRASH CON/DISC PAID DUE TO NONPAY	C/R		
PREPAID RES/COMM TUB USE	C/R	1	34.25
			13,551.65

INO FROM GL# 41-311-348-3484

LANDFILL CHARGES BILL THRU A/R	INV	60	8,038.40
LANDFILL/TRASH PREPAID AT COMPLEX	C/R		
			8,038.40

INFO FROM 41-311-348-3498

LANDFILL FEES PAID AT THE GATE	\$	5,304.10	total # of tickets	374
TRANSFER STATION FEE PAID AT GATE	\$	45.00		2
DEMOS PREPAID AT COMPLEX				
DEMOS BILLED THRU A/R	INV			

0 \$ 5,349.10



102 E. PARMENTER ST., LAMAR CO 81052-3299
PHONE: (719) 336-4376 FAX: (719) 336-2787

2024 UTILITY REVENUE REPORT

<u>MONTHLY</u>	<u>AUGUST</u>	<u>AUGUST 2023</u>	<u>%</u>
ELECTRICITY:	\$1,595,848.07	\$1,465,278.86	8.91%
WATER:	\$228,559.32	\$175,182.52	30.47%
SEWER:	\$50,475.40	\$43,190.98	16.87%
TRASH:	\$142,082.40	\$162,382.41	-12.50%
MONTHLY TOTAL	\$2,016,965.19	\$1,846,034.77	9.26%

	<u>2024</u>	<u>2023</u>	<u>%</u>
	<u>YEAR TO DATE</u>	<u>YEAR TO DATE</u>	
ELECTRICITY:	\$9,403,371.68	\$8,630,139.70	8.96%
WATER:	\$1,287,284.86	\$993,437.58	29.58%
SEWER:	\$404,047.67	\$344,171.87	17.40%
TRASH:	\$1,123,731.24	\$1,132,330.00	-0.76%
YTD TOTAL	\$12,218,435.45	\$11,100,079.15	10.08%