

There will be a  
**City Council Meeting**  
Monday June 10, 2024 at  
**@ 7:00 P.M.**

**CITY OF LAMAR, COLORADO**

-AGENDA-

MEETING OF CITY COUNCIL

Monday, June 10, 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 CRESPI	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
DAVID ZAVALA	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
MANUEL TAMEZ	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
BRENT BATES	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
ROB EVANS	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
KRISTIN SCHWARTZ	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
LANCE CLARK	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**GENERAL BUSINESS**

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

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**CONSENT AGENDA**

- Item 1 – Approval of Council Meeting Minutes – 5/13/2024, Special meeting minutes 5/23/2024
- Item 2 – Approval of Minutes for Board and Commissions \_\_\_\_\_
  - a) Utilities Board – 4/23/2024, 5/14/2024
  - b) Adjustments and Appeals Board – 5/09/2024
  - c) Public Safety Board – 4/18/2024, 4/22/2024, 4/08/2024
  - d) Water Board – 4/11/2024

Item 3 – Payment of Bills \_\_\_\_\_

Item 4 – License – New and Renewal \_\_\_\_\_

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**PUBLIC COMMENT**

Item 1 - Audience Participation-"During this portion of the meeting, anyone may speak on any subject which does not

Appear on the agenda. Individual speakers are limited to three minutes each and at the discretion of the Council". (Please provide name and address) \_\_\_\_\_

**REPORTS AND CORRESPONDENCE**

Item 1 – City Treasurer’s Report

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Item 2 – City Clerk’s Report

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Item 3 – City Administrator’s Report

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Item 4 – Reports and Correspondence from Council

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**ORDINANCE 2<sup>ND</sup> READING**

Item 1 – Ordinance No. 1272 – “An Ordinance of the City of Lamar, Colorado Repealing and Replacing Transportation Units, Chapter 6, Article IV”

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**NEW BUSINESS**

Item 1 – Schedule a Public Hearing for a Special Event Permit for the Sand & Sage Round-Up

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Item 2 – Schedule a Public Hearing for a Temporary Modification of Premise Application for Buzzard’s Roost

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Item 3 – CDOT Aeronautics Grant Agreement 24-LAA-01 Reconstruct Taxiway A Phase I & II

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Item 4 – Request for Extra-Territorial Water Service

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Item 5 – Award Bid 44-008 for Financing for the 2024 Ford Edge for the Library

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Item 6 – Approval of Lease Agreement with Aqua-holics Rentals, LLC

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Item 7 – Approval of Intergovernmental Agreement with Lamar Community College for Facilities Use

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Item 8 – Approval of Agreement with JVA Consulting Engineers for Fishing is Fun Grant Consulting

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Item 9 – Approve Grant Agreement with Robert Hoag Rawlings Foundation for Parks and Recreation Programs

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Item 10 – IGA with Lamar Schools for Thunder Stadium & 14<sup>th</sup> Street Improvements

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Item 11 – Discussion on Common Grounds Future Times and Locations

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Item 12 – Miscellaneous

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Item 13 – Executive Session – For Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f) For mid-year staff Review (2) For a conference with the City Attorney for the purpose of receiving advice on specific Legal questions Under C.R.S. §24-6-402(4)(b) regarding Public Safety Tax

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**NEXT CITY COUNCIL MEETING – Monday, June 24, 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  
Payment Register Print

Batch: 0 Period: 05/23/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
FRONTIER BANK								
FOR BANK ACCOUNT:1								
99333		99999	ANDREW AND MELISSA FELAN					
			REIMB FOR FELAN STRUCTURAL RE	5-9-2024-URA	17,189.01	0.00	17,189.01 05/09/24	122826
			** PAYMENT TOTAL **		17,189.01	0.00		
99334		99999	ZAM INC					
			REIMB FOR LAMAR SIGN REHAB	URA-5-9-2024	20,000.00	0.00	20,000.00 05/09/24	122826
			** PAYMENT TOTAL **		20,000.00	0.00		
99335		1	CHRIS CORDELL					
			13297/617170270: ACCT 13297 RE	U:00001520	143.84	0.00	143.84	
			13297/617170270: ACCT 13297 RE	U:00001520	143.84	0.00	16.45	
			** PAYMENT TOTAL **		65.78	0.00	65.78 05/10/24	122845
99336		1	ESPERANZA URQUIDI RIVERA					
			15729/614140342: ACCT 15729 RE	U:00001521	49.57	0.00	49.57	
			** PAYMENT TOTAL **		49.57	0.00	49.57 05/10/24	122845
99337		1	MARY PRATT					
			17407/610108860: ACCT 17407 RE	U:00001522	15.14	0.00	15.14	
			** PAYMENT TOTAL **		15.14	0.00	15.14 05/10/24	122845
99338		1	AARON E FACIANE					
			23258/616163760: ACCT 23258 RE	U:00001524	3.62	0.00	3.62	
			** PAYMENT TOTAL **		3.62	0.00	3.62 05/10/24	122845
99339		3997	FNBO					
			ADMIN ICWA MGT ASSESSMENT	4-15-2024-ICWA	50.00	0.00	50.00	
			Daylight Donuts	441009	27.91	0.00	27.91	
			CML - Bob's Rules of Order	441197	159.00	0.00	159.00	
			Pizza for City Council	441209	51.94	0.00	51.94	
			Daylight Donuts Common Grounds	441210	41.87	0.00	41.87	
			W/C Staples & Farmer's Country	44522	151.50	0.00	151.50	
			CREDIT -TAXES	44522-CR	3,49-	0.00	3,49-	
			ADMIN FC/INTEREST	FC-04-24-2024	36.75	0.00	36.75	
			WELCOME CENTER FC/INT	FC-4-24-24	37.17	0.00	37.17	
			ADMIN LATE FEES	FC-4/24/24	37.73	0.00	37.73	
			** PAYMENT TOTAL **		590.38	0.00	590.38 05/10/24	122847
99340		666	COMMUNITY STATE BANK					
			HSA ACCT:5042:214:05/11/24	5042:363	80.00	0.00	80.00	
			HSA ACCT:5042:214:05/11/24	5042:54	450.00	0.00	450.00	
			** PAYMENT TOTAL **		530.00	0.00	530.00 05/14/24	122892
99341		910	PEOPLES CREDIT UNION					
			CREDITUNUN:5042:303:05/11/24	5042:299	200.00	0.00	200.00	
			CREDITUNUN:5042:303:05/11/24	5042:348	124.60	0.00	124.60	
			** PAYMENT TOTAL **		324.60	0.00	324.60 05/14/24	122892



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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			PENSION:5042:275:05/11/24	5042:310	1,173.08	0.00	1,173.08	
			ABT \$457K:5042:280:05/11/24	5042:311	35.00	0.00	35.00	
			ICWA:5042:283:05/11/24	5042:312	13.19	0.00	13.19	
			INTEGRATED:5042:288:05/11/24	5042:313	110.93	0.00	110.93	
			PENSION:5042:775:05/11/24	5042:314	1,319.72	0.00	1,319.72	
			ICWA:5042:783:05/11/24	5042:315	13.19	0.00	13.19	
			INTEGRATED:5042:788:05/11/24	5042:316	172.57	0.00	172.57	
			FED W/H:5042:800:05/11/24	5042:342	1,422.99	0.00	1,422.99	
			COLO W/H:5042:810:05/11/24	5042:343	971.30	0.00	971.30	
			MEDICARE:5042:701:05/11/24	5042:344	303.16	0.00	303.16	
			MEDICARE:5042:801:05/11/24	5042:345	303.16	0.00	303.16	
			SOC SEC BN:5042:702:05/11/24	5042:346	641.79	0.00	641.79	
			SOC SEC:5042:802:05/11/24	5042:347	641.79	0.00	641.79	
			PENSION:5042:275:05/11/24	5042:365	1,200.07	0.00	1,200.07	
			ICWA:5042:283:05/11/24	5042:366	35.17	0.00	35.17	
			INTEGRATED:5042:288:05/11/24	5042:367	208.64	0.00	208.64	
			PENSION:5042:775:05/11/24	5042:368	1,350.09	0.00	1,350.09	
			ICWA:5042:783:05/11/24	5042:369	35.17	0.00	35.17	
			INTEGRATED:5042:788:05/11/24	5042:370	324.54	0.00	324.54	
			ABT \$457K:5042:280:05/11/24	5042:372	75.00	0.00	75.00	
			FED W/H:5042:800:05/11/24	5042:394	915.62	0.00	915.62	
			COLO W/H:5042:810:05/11/24	5042:395	556.12	0.00	556.12	
			MEDICARE:5042:701:05/11/24	5042:396	225.32	0.00	225.32	
			MEDICARE:5042:801:05/11/24	5042:397	225.32	0.00	225.32	
			SOC SEC BN:5042:702:05/11/24	5042:398	194.03	0.00	194.03	
			SOC SEC:5042:802:05/11/24	5042:399	194.03	0.00	194.03	
			PENSION:5042:275:05/11/24	5042:411	928.57	0.00	928.57	
			ABT 457K:5042:284:05/11/24	5042:412	16.18	0.00	16.18	
			INTEGRATED:5042:288:05/11/24	5042:413	46.68	0.00	46.68	
			PENSION:5042:775:05/11/24	5042:414	1,044.63	0.00	1,044.63	
			INTEGRATED:5042:788:05/11/24	5042:415	72.62	0.00	72.62	
			PENS LOAN:5042:475:05/11/24	5042:47	367.14	0.00	367.14	
			PENSION:5042:275:05/11/24	5042:57	7,002.37	0.00	7,002.37	
			VOL AFT %:5042:276:05/11/24	5042:58	55.57	0.00	55.57	
			VOL AFT \$:5042:277:05/11/24	5042:59	15.00	0.00	15.00	
			ABT \$457K:5042:280:05/11/24	5042:60	100.00	0.00	100.00	
			ICWA:5042:283:05/11/24	5042:61	39.56	0.00	39.56	
			ABT 457K:5042:284:05/11/24	5042:62	92.37	0.00	92.37	
			INTEGRATED:5042:288:05/11/24	5042:63	1,243.11	0.00	1,243.11	
			ONEA ROTH:5042:293:05/11/24	5042:64	179.28	0.00	179.28	

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			PD ROTH \$:5042:294:05/11/24	5042:65	85.00	0.00	85.00		
			ONEA ROTH\$:5042:295:05/11/24	5042:66	50.00	0.00	50.00		
			PENSION:5042:775:05/11/24	5042:67	7,877.62	0.00	7,877.62		
			ICMA:5042:783:05/11/24	5042:68	39.56	0.00	39.56		
			INTEGRATED:5042:788:05/11/24	5042:69	1,933.65	0.00	1,933.65		
			ABT \$457K:5042:280:05/11/24	5042:70	250.00	0.00	250.00		
			ABT 457K\$:5042:284:05/11/24	5042:71	138.63	0.00	138.63		
			PD \$ 457:5042:289:05/11/24	5042:72	500.00	0.00	500.00		
			** PAYMENT TOTAL **	84	85,784.11	0.00	85,784.11	05/14/24	122892
99344		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:5042:405:05/11/24	5042:406	75.94	0.00	75.94		
			MISC DEDUC:5042:306:05/11/24	5042:44	62.50-	0.00	62.50-		
			UTIL BILLS:5042:405:05/11/24	5042:45	424.27	0.00	424.27		
			** PAYMENT TOTAL **	3	437.71	0.00	437.71	05/14/24	122892
99345		2323	FIRE & POLICE PENSION ASSN						
			FIRE FEPA:5042:731:05/11/24	5042:417	455.18	0.00	455.18		
			POL FEPA:5042:730:05/11/24	5042:74	1,369.08	0.00	1,369.08		
			FIRE FEPA:5042:731:05/11/24	5042:75	470.66	0.00	470.66		
			** PAYMENT TOTAL **	3	2,294.92	0.00	2,294.92	05/14/24	122892
99346		2404	PROFESSIONAL FINANCE CO						
			2023C0030:5042:653:05/11/24	5042:408	25.00	0.00	25.00		
			2023C0030:5042:653:05/11/24	5042:51	25.00	0.00	25.00		
			** PAYMENT TOTAL **	2	50.00	0.00	50.00	05/14/24	122892
99347		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:5042:309:05/11/24	5042:55	107.50	0.00	107.50		
			** PAYMENT TOTAL **	1	107.50	0.00	107.50	05/14/24	122892
99348		3362	FAMILY SUPPORT REGISTRY						
			11882487:5042:522:05/11/24	5042:49	348.00	0.00	348.00		
			** PAYMENT TOTAL **	1	348.00	0.00	348.00	05/14/24	122892
99349		3513	FAMILY SUPPORT REGISTRY						
			#18220129:5042:589:05/11/24	5042:407	168.75	0.00	168.75		
			#18220129:5042:589:05/11/24	5042:50	168.75	0.00	168.75		
			** PAYMENT TOTAL **	2	337.50	0.00	337.50	05/14/24	122892
99350		2058	CITY OF LAMAR-GENERAL FUND						
			CORRECTION PAYROLL DED KHALL	05-16-2024	62.50	0.00	62.50		
			** PAYMENT TOTAL **	1	62.50	0.00	62.50	05/16/24	122945
99351		99999	KEN KAYSER						
			REFUND OF 30YD ROLLOFF PREPAID	05-16-2024	462.00	0.00	462.00		
			** PAYMENT TOTAL **	1	462.00	0.00	462.00	05/16/24	122945
99352		1	NOELIA VAZQUEZ						



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Batch: 0 Period: 05/23/24

Payment Number	HF/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
99353		1	16629/61113370: ACCT 16629 RE ** PAYMENT TOTAL **	U100001525	83.65	0.00	56.23	05/17/24	122978
			ADAM W NAVARRO		56.23	0.00	56.23	05/17/24	122978
99354		1	22568/610102020: ACCT 22568 RE ** PAYMENT TOTAL **	U100001527	77.02	0.00	47.82	05/17/24	122978
			NATHAN P LARKIN		47.82	0.00	47.82	05/17/24	122978
99355		2	23043/607072915: ACCT 23043 RE ** PAYMENT TOTAL **	U100001528	35.52	0.00	35.52	05/17/24	122978
			A-1 RENTAL AND SALES INC		35.52	0.00	35.52	05/17/24	122978
99356		15	Water/WW-Service Materials ** PAYMENT TOTAL **	60257	30.58	0.00	30.58	05/23/24	123096
			LAMAR BMS		30.58	0.00	30.58	05/23/24	123096
			MISC SUPPLIES-POOL	425546	6.59	0.00	6.59		
			STREET- SURVEY STAKES	425584	56.98	0.00	56.98		
			MISC SUPPLIES-PARK	425638	7.99	0.00	7.99		
			MISC SUPPLIES-POOL	425684	9.99	0.00	9.99		
			MISC SUPPLIES-BALL PARK	425764	617.16	0.00	617.16		
			MISC SUPPLIES-BALLPARK	425973	21.99	0.00	21.99		
			Water/WW- Service BucketLid	426743	49.12	0.00	49.12		
			** PAYMENT TOTAL **		769.82	0.00	769.82	05/23/24	123096
99357		22	CITY OF LAMAR-UTILITIES APRIL-2024 FAIRMOUNT CORRECT	APRIL-24	6,249.53	0.00	6,249.53	05/23/24	123096
			** PAYMENT TOTAL **		6,249.53	0.00	6,249.53	05/23/24	123096
99358		34	DELOACHS WATER COND INC WATER-REC	87639-REC	21.00	0.00	21.00	05/23/24	123096
			** PAYMENT TOTAL **		21.00	0.00	21.00	05/23/24	123096
99359		57	AIRGAS USA LLC Amb Op - Lease Renewal	5507939172	100.00	0.00	100.00		
			EOMAINT- GLV WLDL REVLTN DRSN	9149385577	44.04	0.00	44.04		
			EOMAINT- GLV WLDL REVLTN DRSN	9149385578	340.48	0.00	340.48		
			EOMAINT- GLV WLDL REVLTN DRSN	914955944	22.94	0.00	22.94		
			** PAYMENT TOTAL **		507.46	0.00	507.46	05/23/24	123096
99360		62	LAMAR AUTO PARTS CARBORATOR FIX	13538	45.00	0.00	45.00		
			PAID VOIDED TICKET 4-15-2024	736404-V	326.56-	0.00	326.56-		
			EOMAINT- NUT/HOSE FITTINGS/BAT	738399	47.68	0.00	47.68		
			PWKS- FILTERS/DEF/134A/BREAK P	738571	34.27	0.00	34.27		
			PWKS- FILTERS/DEF/134A/BREAK P	738573	260.09	0.00	260.09		
			PWKS- FILTERS/DEF/134A/BREAK P	738575	36.02	0.00	36.02		
			PWKS- FILTERS/DEF/134A/BREAK P	738607	84.69	0.00	84.69		

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
99361		80	EQMAINT- NUT/HOSE FITTINGS/BAT	739837	484.64	0.00	484.64	123096
			EQMAINT- NUT/HOSE FITTINGS/BAT	738841	54.55	0.00	54.55	
			AIRPORT- PRIMARY WIRE/SLIDE TE	739008	24.26	0.00	24.26	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739024	51.64	0.00	51.64	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739246	30.39	0.00	30.39	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739286	116.99	0.00	116.99	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739289	53.72	0.00	53.72	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739429	12.17	0.00	12.17	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739594	33.40	0.00	33.40	
			EQMAINT- NUT/HOSE FITTINGS/BAT	739627	17.00	0.00	17.00	
			Fire Op - Plug & Oil Dry	740274	741.75	0.00	741.75	
			Fire Op - Plug & Oil Dry	740637	1.16	0.00	1.16	
			Water/Wastewater-Gear Oil	740743	27.96	0.00	27.96	
			** PAYMENT TOTAL **	20	1,830.82	0.00	1,830.82	05/23/24 123096
99361		80	CARRIE SMITH					
			LIFEGUARD TRAINING	441789	1,260.00	0.00	1,260.00	
			** PAYMENT TOTAL **	1	1,260.00	0.00	1,260.00	05/23/24 123096
99362		84	PUEBLO DEPT OF PUBLIC HEALTH & ENV					
			Water/WW - Bacti Labs	APRIL-2024	212.00	0.00	212.00	
			** PAYMENT TOTAL **	1	212.00	0.00	212.00	05/23/24 123096
99363		87	RANCHERS SUPPLY OF LAMAR LLC					
			EQMAINT- IRON FLAT	1-2996	11.90	0.00	11.90	
			EQMAINT- IRON FLAT	1-3022	51.80	0.00	51.80	
			SANITATION -BOLTS NUTS, WASHER	2-7193	8.80	0.00	8.80	
			MISC SUPPLIES-PARKS	2-7279	22.16	0.00	22.16	
			MISC SUPPLIES-PARKS	2-7431	63.45	0.00	63.45	
			MISC SUPPLIES-PARKS	2-7459	58.07	0.00	58.07	
			EQMAINT- IRON FLAT	2-7600	51.80	0.00	51.80	
			MISC SUPPLIES-PARKS	2-7610	50.46	0.00	50.46	
			MISC SUPPLIES-POOL	2-7625	3.81	0.00	3.81	
			EQMAINT- IRON FLAT	2-7724	3.40	0.00	3.40	
			** PAYMENT TOTAL **	10	325.65	0.00	325.65	05/23/24 123096
99364		88	ROBINSON PRINTING INC					
			EMPLOYEE HANDBOOK-POOL	72014	493.80	0.00	493.80	
			Ads	72059	135.00	0.00	135.00	
			** PAYMENT TOTAL **	2	628.80	0.00	628.80	05/23/24 123096
99365		112	WAGNER EQUIPMENT CO					
			Water/WW-Mini Excavator	B5919501	91,588.66	0.00	91,588.66	
			** PAYMENT TOTAL **	1	91,588.66	0.00	91,588.66	05/23/24 123096
99366		169	STEERMAN LAW OFFICE PLLC					

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			Steerman Law - Legal Council	00562	26,085.00	0.00	26,085.00	05/23/24	123096
			** PAYMENT TOTAL **		26,085.00	0.00	26,085.00	05/23/24	123096
99367		170	FASTENAL COMPANY						
			EQMAINT- NEMESIS EYEWEAR	COPUZ100880	43.18	0.00	43.18	05/23/24	123096
			** PAYMENT TOTAL **		43.18	0.00	43.18	05/23/24	123096
99368		171	LAMAR HIGH SCHOOL						
			2024 SPRING YOUTH SOCCER	05-21-2024	1,800.00	0.00	1,800.00	05/23/24	123096
			** PAYMENT TOTAL **		1,800.00	0.00	1,800.00	05/23/24	123096
99369		175	PRINTED IMAGINATION LLC						
			SANITATION- METAL SIGN	3805	1,600.00	0.00	1,600.00		
			T-SHIRTS-POOL	3808	448.00	0.00	448.00		
			** PAYMENT TOTAL **		2,048.00	0.00	2,048.00	05/23/24	123096
99370		197	SCHWARTZ MARKETING INC						
			Ads	35035	315.00	0.00	315.00		
			Ads	35048	393.75	0.00	393.75		
			** PAYMENT TOTAL **		708.75	0.00	708.75	05/23/24	123096
99371		213	NKC TIRE						
			EQMAINT- TIRES/REPAIRS	26603	232.87	0.00	232.87		
			EQMAINT- TIRES/REPAIRS	26618	55.64	0.00	55.64		
			EQMAINT- TIRES/REPAIRS	26648	330.10	0.00	330.10		
			EQMAINT- TIRES/REPAIRS	26672	97.89	0.00	97.89		
			EQMAINT- TIRES/REPAIRS	26786	2,758.40	0.00	2,758.40		
			EQMAINT- TIRES/REPAIRS	26793	74.89	0.00	74.89		
			EQMAINT- TIRES/REPAIRS	26843	146.89	0.00	146.89		
			EQMAINT- TIRES/REPAIRS	26883	202.00	0.00	202.00		
			** PAYMENT TOTAL **		3,898.68	0.00	3,898.68	05/23/24	123096
99372		242	FARMERS COUNTRY MARKET						
			ICE CREAM-POOL	1025-1	655.47	0.00	655.47		
			** PAYMENT TOTAL **		655.47	0.00	655.47	05/23/24	123096
99373		245	TRI COUNTY FORD INC						
			EQMAINT- TUBE ASY	102216	97.63	0.00	97.63		
			** PAYMENT TOTAL **		97.63	0.00	97.63	05/23/24	123096
99374		361	GALLS LLC						
			Fire Eq - Duty Pants	027672218	1,677.60	0.00	1,677.60		
			** PAYMENT TOTAL **		1,677.60	0.00	1,677.60	05/23/24	123096
99375		423	WALLACE GAS & OIL INC						
			LANDFILL- DIESEL/PROPANE	159	11.40	0.00	11.40		
			EQMAINT- PROPANE	342	24.30	0.00	24.30		
			SANITATION- 55/1 RUGGED	A39796	876.16	0.00	876.16		
			LANDFILL- DIESEL/PROPANE	S35228	701.50	0.00	701.50		

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			LANDFILL- DIESEL/PROPANE	535239	324.50	0.00	324.50		
			SANITATION- 55/1 RUGGED	539972	976.00	0.00	976.00		
			LANDFILL- DIESEL/PROPANE	539975	411.75	0.00	411.75		
99376		443	** PAYMENT TOTAL **	7	3,325.61	0.00	3,325.61	05/23/24	123096
			ARK VALLEY AUTO SERVICE						
			EQUAINT- RECLAIM AND CHARGE AC	19813	474.22	0.00	474.22		
99377		503	** PAYMENT TOTAL **	1	474.22	0.00	474.22	05/23/24	123096
			MIDWEST RADAR & EQUIP INC						
			PD RADAR RECERTIFICATIONS	175068	656.00	0.00	656.00		
99378		555	** PAYMENT TOTAL **	1	656.00	0.00	656.00	05/23/24	123096
			MACHINE SUPPLY COMPANY						
			EQUAINT- 5/16 FUEL HOSE	224897	10.80	0.00	10.80		
99379		625	** PAYMENT TOTAL **	1	10.80	0.00	10.80	05/23/24	123096
			LAMAR ANIMAL MEDICAL CENTER LLC						
			PD- ANIMAL CARE	240846	97.29	0.00	97.29		
			PD- ANIMAL CARE	241033	75.17	0.00	75.17		
			PD- ANIMAL CARE	241156	134.95	0.00	134.95		
			PD- ANIMAL CARE	241394	115.91	0.00	115.91		
			PD- ANIMAL CARE	241401	512.84	0.00	512.84		
			PD- ANIMAL CARE	241415	176.20	0.00	176.20		
			PD- ANIMAL CARE	241612	100.95	0.00	100.95		
			PD- ANIMAL CARE	241912	150.48	0.00	150.48		
			PD- ANIMAL CARE	242346	118.19	0.00	118.19		
			PD- ANIMAL CARE	242347	134.95	0.00	134.95		
			PD- ANIMAL CARE	242530	50.00	0.00	50.00		
			PD- ANIMAL CARE	242870	107.50	0.00	107.50		
99380		658	** PAYMENT TOTAL **	12	1,774.43	0.00	1,774.43	05/23/24	123096
			ACE TIRE SERVICE LLC						
			EQUAINT- LABOR MED TRK REPAIR	1-140038	45.00	0.00	45.00		
			EQUAINT- LABOR MED TRK REPAIR	1-140119	229.90	0.00	229.90		
99381		689	** PAYMENT TOTAL **	2	274.90	0.00	274.90	05/23/24	123096
			SPREADING ANTLER GOLF CLUB						
			2024 HUDDLESTON BUTLER GRANT	441490	6,000.00	0.00	6,000.00		
99382		703	** PAYMENT TOTAL **	1	6,000.00	0.00	6,000.00	05/23/24	123096
			THE LL JOHNSON DISTRIBUTING CO						
			SPRINKLER PARTS	1157503-00	374.32	0.00	374.32		
			SPRINKLER PARTS	8135975-00	465.69	0.00	465.69		
			SPRINKLER PARTS	8136052-00	237.32	0.00	237.32		
99383		768	** PAYMENT TOTAL **	3	1,077.33	0.00	1,077.33	05/23/24	123096
			SIRCHIE ACQUISITION COMPANY LLC						

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			PD INVESTIGATION SUPPLIES	0643591-IN	140.75	0.00	140.75 05/23/24	123096
			** PAYMENT TOTAL **		140.75			
99384		788	LAS BRISAS					
			VALE MEETING- LUNCH	VALE4232024	62.00	0.00	62.00 05/23/24	123096
			** PAYMENT TOTAL **		62.00			
99385		799	MIGUEL ROWAN					
			2024 SPRING YOUTH SOCCER	05-21-2024	600.00	0.00	600.00 05/23/24	123096
			** PAYMENT TOTAL **		600.00			
99386		884	CURTIS LANE PORTER					
			2024 MUNICIPAL COURT JUDGE	MAY2024	1,625.00	0.00	1,625.00 05/23/24	123096
			** PAYMENT TOTAL **		1,625.00			
99387		895	O'REILLY AUTOMOTIVE STORES INC					
			PD CARE MAINTNANCE SUPPLIES	2906-246644	32.99	0.00	32.99	
			PD CARE MAINTNANCE SUPPLIES	2906-247622	161.02	0.00	161.02	
			EQMAINT - IDLER PULLEY	2906-250323	34.55	0.00	34.55	
			EQMAINT- TRANS OIL CO	2906-251325	34.99	0.00	34.99	
			** PAYMENT TOTAL **		263.55		263.55 05/23/24	123096
99388		940	MY WHOLESALÉ PRODUCTS					
			E911 SUPPLIES PAPER PROD/CLEAN	359833	212.98	0.00	212.98 05/23/24	123096
			** PAYMENT TOTAL **		212.98			
99389		967	RIDER SEWER & DRAIN SERVICE LLC					
			NORTH SIDE PARK/CB	954375	200.00	0.00	200.00	
			NORTH SIDE PARK/CB	954384	200.00	0.00	200.00	
			unstop drain at animal shelter	954391	200.00	0.00	200.00	
			** PAYMENT TOTAL **		600.00		600.00 05/23/24	123096
99390		1018	RAYNOR OVERHEAD DOOR OF LAMAR INC					
			Amb Ops - Rpr Amb Bay Door	460	100.00	0.00	100.00 05/23/24	123096
			** PAYMENT TOTAL **		100.00			
99391		1038	ELECTRA PRO					
			Water- Relay and VFD check	12373	1,105.16	0.00	1,105.16 05/23/24	123096
			** PAYMENT TOTAL **		1,105.16			
99392		1049	GRAINGER INC					
			STREET- SAND BAGS	9107522626	82.85	0.00	82.85 05/23/24	123096
			** PAYMENT TOTAL **		82.85			
99393		1054	INGRAM BOOK COMPANY					
			books-library	81382147	105.03	0.00	105.03	
			books-library	81382148	17.04	0.00	17.04	
			books-library	81394728	265.69	0.00	265.69	
			books-library	81570737	10.49	0.00	10.49	
			books-library	81570738	11.12	0.00	11.12	

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
99394		1063	books-library	81570739	11.27	0.00	11.27	123096
			books-library	81570740	155.28	0.00	155.28	
			books-library	81570741	36.30	0.00	36.30	
			books-library	81653688	96.54	0.00	96.54	
			books-library	81806558	16.79	0.00	16.79	
			books-library	81806559	148.89	0.00	148.89	
			books-library	81806560	21.82	0.00	21.82	
			books-library	81847752	569.79	0.00	569.79	
			** PAYMENT TOTAL **	13	1,466.05	0.00	1,466.05	05/23/24 123096
99394		1063	J2 UPHOLSTERY					
			EQMAINT- DRIVER SEAT REPAIR	914588	525.00	0.00	525.00	
			** PAYMENT TOTAL **	1	525.00	0.00	525.00	05/23/24 123096
99395		1101	DANIEL A NEUHOLD					
			W/C Janitorial Service 6 mo	MAY24	725.00	0.00	725.00	
			** PAYMENT TOTAL **	1	725.00	0.00	725.00	05/23/24 123096
99396		1133	21ST CENTURY EQUIPMENT LLC					
			STREET- MOWER BLADE	P08142	81.99	0.00	81.99	
			** PAYMENT TOTAL **	1	81.99	0.00	81.99	05/23/24 123096
99397		1154	ANNE-MARIE CRAMPTON					
			Brownfields Conf Parking Reimb	44572	97.64	0.00	97.64	
			** PAYMENT TOTAL **	1	97.64	0.00	97.64	05/23/24 123096
99398		1163	SOURCE NOW LLC					
			TONER FOR UTILITY BILLING PRIN	728	564.66	0.00	564.66	
			** PAYMENT TOTAL **	1	564.66	0.00	564.66	05/23/24 123096
99399		1166	ADAMS & SONS INC					
			replace cmpressor at complex	1473	3,890.92	0.00	3,890.92	
			replace cmpressor at complex	1482	105.00	0.00	105.00	
			** PAYMENT TOTAL **	2	3,995.92	0.00	3,995.92	05/23/24 123096
99400		1211	SMIRE COCA-COLA USA					
			POP-POOL CONCESSIONS	41256514007	728.25	0.00	728.25	
			** PAYMENT TOTAL **	1	728.25	0.00	728.25	05/23/24 123096
99401		1225	DIGITCOM ELECTRONICS INC					
			PD RADIO & SUPPLIES	100005337-1	875.10	0.00	875.10	
			** PAYMENT TOTAL **	1	875.10	0.00	875.10	05/23/24 123096
99402		1306	HOME STORE LLC					
			bits for complex	163299	29.99	0.00	29.99	
			PD MATERIAL FOR RANGE	165066	9.98	0.00	9.98	
			** PAYMENT TOTAL **	2	39.97	0.00	39.97	05/23/24 123096
99403		1365	KENDRA KING					
			Candy for Lamar Days Parade	44936	134.91	0.00	134.91	

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99404		2161	** PAYMENT TOTAL **	1	134.91	0.00	134.91	05/23/24	123096
			CIRSA						
			Motor vehicle insurance	241159	1,607.49	0.00	1,607.49		
			WC deductibles	W24373	3,360.35	0.00	3,360.35		
			WC deductibles	W24373-1	130.05	0.00	130.05		
			** PAYMENT TOTAL **	3	5,097.89	0.00	5,097.89	05/23/24	123096
99405		2235	KIMBALL MIDWEST						
			EQUIPMENT- CABLE TIE/NUT/WHEEL	102232874	196.65	0.00	196.65		
			** PAYMENT TOTAL **	1	196.65	0.00	196.65	05/23/24	123096
99406		2252	ATMOS ENERGY						
			110 W HICKORY SAN	3014048968-5-24	146.29	0.00	146.29		
			300 E POPLAR FIRE 2	3014085221-5-24	48.82	0.00	48.82		
			1001 E MAPLE RIVERSIDE	3014085490-5-24	56.76	0.00	56.76		
			109 E BEECH ST	3014085730-5-24	29.67	0.00	29.67		
			109 E BEECH ST	3014085730-5-24 -	19.79	0.00	19.79		
			111 NO 2ND	3015171304-5-24	30.17	0.00	30.17		
			103 NO 2ND	3015171555-5-24	90.03	0.00	90.03		
			100 WILLOW RD PARK	3015171822-5-24	53.40	0.00	53.40		
			405 SAVAGE BALL PARK	3015213321-5-24	10.70	0.00	10.70		
			SEWER LIFT STATION	3015214286-5-24	53.24	0.00	53.24		
			102 E PARMENTER	3015354410-5-24	73.34	0.00	73.34		
			407 E OLIVE RES CENTER	3015354705-5-24	70.41	0.00	70.41		
			1004 SO 1ST POOL	3046413925-5-24	1,004.23	0.00	1,004.23		
			** PAYMENT TOTAL **	13	1,686.85	0.00	1,686.85	05/23/24	123096
99407		2355	CENTURYLINK						
			E911-2023 MONTHLY SIP SESSION	MAY-2024	1,504.44	0.00	1,504.44		
			** PAYMENT TOTAL **	1	1,504.44	0.00	1,504.44	05/23/24	123096
99408		2438	REVIVAL ANIMAL HEALTH						
			PD VACCINE FOR SHELTER	INV245606	574.83	0.00	574.83		
			** PAYMENT TOTAL **	1	574.83	0.00	574.83	05/23/24	123096
99409		2500	CAPITAL ONE						
			Candy for Lamar Days Parade	002013	66.44	0.00	66.44		
			Amb Op - Misc Supplies	002517	46.94	0.00	46.94		
			MISC SUPPLIES-POOL	005262	163.22	0.00	163.22		
			Folders x 12-ADM	00998	4.44	0.00	4.44		
			Wrapping Paper-Police	01291	3.98	0.00	3.98		
			Water, Tea, Pop for Council	01453	69.76	0.00	69.76		
			srp supplies, pop	02741	56.60	0.00	56.60		
			Water/ww- Service Materials	02923	56.63	0.00	56.63		
			srp supplies, pop	02955	90.73	0.00	90.73		

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99410		2511	srp supplies, pop	03037	14.86	0.00	14.86	05/23/24	123096
			Water/WW- Service Materials	03542	18.56	0.00	18.56		
			srp supplies, pop	03991	68.98	0.00	68.98		
			srp supplies, pop	04521	24.98	0.00	24.98		
			Amb Op - Misc Supplies	04839	45.34	0.00	45.34		
			srp supplies, pop	05620	162.52	0.00	162.52		
			srp supplies, pop	06171	61.20	0.00	61.20		
			STORE ROOM COPY PAPER	09597	498.80	0.00	498.80		
			** PAYMENT TOTAL **	17	1,453.98	0.00	1,453.98	05/23/24	123096
99411		2571	AMERICAN ENVIRONMENTAL CONSULT						
			LANDFILL- CONSULTING	16289	11,558.38	0.00	11,558.38		
			** PAYMENT TOTAL **	1	11,558.38	0.00	11,558.38	05/23/24	123096
99412		2573	PROCUM						
			Drug Testing	108290	979.00	0.00	979.00		
			** PAYMENT TOTAL **	1	979.00	0.00	979.00	05/23/24	123096
99413		2639	CLEAR CHOICE ANTIFREEZE						
			EQMAINT- ANTIFREEZE	10427096	415.84	0.00	415.84		
			LANDFILL- ANTIFREEZE	10427097	390.00	0.00	390.00		
			** PAYMENT TOTAL **	2	805.84	0.00	805.84	05/23/24	123096
99414		2658	BLAZER ELECTRIC SUPPLY CO						
			Water/WW- Service material Aux	S002525532.001	237.52	0.00	237.52		
			** PAYMENT TOTAL **	1	237.52	0.00	237.52	05/23/24	123096
99415		2669	WEAR PARTS & EQUIPMENT CO INC						
			EQMAINT- ULTRALOK/MAX TEMP/BOI	52664	1,748.11	0.00	1,748.11		
			** PAYMENT TOTAL **	1	1,748.11	0.00	1,748.11	05/23/24	123096
			BIG R PROPERTIES LLC						
			Water- PAST DUE	140437	15.99	0.00	15.99		
			Water- PAST DUE	140457	12.71	0.00	12.71		
			MISC-BALLPARK	140513	36.98	0.00	36.98		
			Water- PAST DUE	140520	7.28	0.00	7.28		
			Water- PAST DUE	140665	14.99	0.00	14.99		
			MISC SUPPLIES-PARKS	140678	7.48	0.00	7.48		
			MISC SUPPLIES-POOL	140698	38.97	0.00	38.97		
			MISC SUPPLIES-PARKS	140713	8.99	0.00	8.99		
			MISC SUPPLIES-CEMETERY	140717	65.91	0.00	65.91		
			MISC SUPPLIES-PARKS	140726	14.98	0.00	14.98		
			Fire Eq - Pipe Wrench, Blt Ctr	140727	124.96	0.00	124.96		
			SANITATION- MAX COMPACT /DRIVE	140728	349.98	0.00	349.98		
			MISC SUPPLIES-PARKS	140749	3.28	0.00	3.28		
			Water/WW-Service Materials	140774	134.96	0.00	134.96		



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			Water/WW-Service Materials	140776	63.94	0.00	63.94	
			PD K-9 FOOD	140791	58.99	0.00	58.99	
			APRIL 2024 FC	702501	7.17	0.00	2.39	
			APRIL 2024 FC	702501	7.17	0.00	4.78	
			** PAYMENT TOTAL **	18	967.56	0.00	967.56	123096
99416		2727	HOME DEPOT PRO					
			paper goods at complex	802608265	138.67	0.00	138.67	
			trash bags for complex and rec	803873561	63.52	0.00	63.52	
			trash bags for complex and rec	804579043	107.36	0.00	107.36	
			trash bags for complex and rec	804579050	48.56	0.00	48.56	
			** PAYMENT TOTAL **	4	358.11	0.00	358.11	123096
99417		2762	JVA INC					
			JV#190050.ENV ON CALL ARCHERY	16070	384.00	0.00	384.00	
			JV#190050.ENV ON CALL WT PROJ	16070-1	1,846.20	0.00	1,846.20	
			** PAYMENT TOTAL **	2	2,230.20	0.00	2,230.20	123096
99418		2772	CANON FINANCIAL SERVICES INC					
			copier-library	32423979	2,587.28	0.00	2,587.28	
			Canon Welcome Center	32591087	47.99	0.00	47.99	
			PD CANON PRINTER COPIES	32591089	257.61	0.00	257.61	
			Canon Admin Copier	32591091	335.54	0.00	335.54	
			Amb Op - Copier Rental	32591094	214.10	0.00	214.10	
			COPY MACHINE-REC	32591095	254.73	0.00	254.73	
			2024 COPIER AGREEMENT-CLERKS	32591096	318.43	0.00	318.43	
			** PAYMENT TOTAL **	7	4,015.68	0.00	4,015.68	123096
99419		2821	CHARTER COMMUNICATIONS					
			W/C Cable TV 6 mo	0016640050224	100.62	0.00	100.62	
			** PAYMENT TOTAL **	1	100.62	0.00	100.62	123096
99420		2856	STATE INDUSTRIAL PRODUCTS CORPORATION					
			deodorizer chemical for comple	903340349	285.30	0.00	285.30	
			** PAYMENT TOTAL **	1	285.30	0.00	285.30	123096
99421		2880	QUILL CORPORATION					
			paper-Library	38141144	71.39	0.00	71.39	
			** PAYMENT TOTAL **	1	71.39	0.00	71.39	123096
99422		2917	COLORADO ANALYTICAL LAB INC					
			Wastewater-Wkly Sewer Samples	240227014	73.00	0.00	73.00	
			Wastewater-Wkly Sewer Samples	240501033	68.00	0.00	68.00	
			Wastewater-Wkly Sewer Samples	240501050	73.00	0.00	73.00	
			Wastewater-Wkly Sewer Samples	240502084	73.00	0.00	73.00	
			Wastewater-Wkly Sewer Samples	240507058	68.00	0.00	68.00	
			Wastewater-Wkly Sewer Samples	240508141	73.00	0.00	73.00	

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99423		2948	** PAYMENT TOTAL ** CORPORATE BILLING LLC	6	428.00	0.00	428.00 05/23/24	123096
			EQMAINT- INSTRUMENT CLUSTER	XA121029540:01	2,243.67	0.00	2,243.67	
			** PAYMENT TOTAL **	1	2,243.67	0.00	2,243.67 05/23/24	123096
99424		3001	CORPORATE BILLING LLC EQMAINT- PTO/CYLINDER/FREIGHT	XA202010584:01	3,217.66	0.00	3,217.66	
			EQMAINT- PTO/CYLINDER/FREIGHT	XA202010613:01	1,395.21	0.00	1,395.21	
			EQMAINT- PTO/CYLINDER/FREIGHT	XA202010622:01	2,269.86	0.00	2,269.86	
			** PAYMENT TOTAL **	3	6,882.73	0.00	6,882.73 05/23/24	123096
99425		3027	ROCKY MT LANDSCAPE STREET - ICE SLICER / SQUEEGEE	101-14187	2,405.71	0.00	2,405.71	
			** PAYMENT TOTAL **	1	2,405.71	0.00	2,405.71 05/23/24	123096
99426		3034	CITYSERVICEVALCON LLC AIRPORT- JET FUEL- ADDITIZED	0761059	22,356.70	0.00	22,356.70	
			** PAYMENT TOTAL **	1	22,356.70	0.00	22,356.70 05/23/24	123096
99427		3124	AMERICAN RED CROSS RED CROSS TRAINING	22689775	681.00	0.00	681.00	
			** PAYMENT TOTAL **	1	681.00	0.00	681.00 05/23/24	123096
99428		3144	COLORADO LIBRARY CONSORTIUM databases-library	3267	2,175.71	0.00	2,175.71	
			** PAYMENT TOTAL **	1	2,175.71	0.00	2,175.71 05/23/24	123096
99429		3171	PSI WATER TECHNOLOGIES INC Water/WW-Cell LoopInstallation	INV0007648	2,389.44	0.00	2,389.44	
			** PAYMENT TOTAL **	1	2,389.44	0.00	2,389.44 05/23/24	123096
99430		3178	AIRCRAFT SPRUCE & SPECIALTY CO AIRPORT- WEAHTERSTRIP/ANTENNA	4561638	425.04	0.00	425.04	
			AIRPORT- WEAHTERSTRIP/ANTENNA	5599182	8.30	0.00	8.30	
			** PAYMENT TOTAL **	2	433.34	0.00	433.34 05/23/24	123096
99431		3229	BRANNAN AGGREGATES Wastewater/WA-Washed Sand	367825	377.88	0.00	377.88	
			** PAYMENT TOTAL **	1	377.88	0.00	377.88 05/23/24	123096
99432		3278	ROCKY MOUNTAIN AIR SOLUTIONS CHLORINE-POOL	30518862	314.53	0.00	314.53	
			** PAYMENT TOTAL **	1	314.53	0.00	314.53 05/23/24	123096
99433		3298	CIVICPLUS LLC 2024/25 CODE HOSTING FEE	303980	1,554.00	0.00	1,554.00	
			** PAYMENT TOTAL **	1	1,554.00	0.00	1,554.00 05/23/24	123096
99434		3355	AMAZON CAPITAL SERVICES INC Fire Ops - Phone Case Switch Rack Mount	11V4-XT4Y-K6NY 136D-JPCN-67DQ	43.49 39.89	0.00 0.00	43.49 39.89	

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99435		3459	HDD's for Library NVY Date stamp, file folders, pens Laminating film-library Phone Cases SWIMMING SUITS circ and craft supplies-librar SRP Craft supplies POE SWITCH-TECH Water/WW-Service Tools ** PAYMENT TOTAL **	16PU-FPNC-6PL6 19RH-VRX3-QNOX 1C9P-VGVJ-W46D 1DW9-MLFC-4MNC 1FLX-PKH4-TTGT 1LKJ-VHNR-4X9D 1WRH-H6PD-RL1R 1RMV-PYV1-YKP9 1W3R-W7X6-H9MP	899.97 93.82 88.49 46.98 110.40 145.31 1,076.45 704.36 259.94 3,509.10	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	899.97 93.82 88.49 46.98 110.40 145.31 1,076.45 704.36 259.94 3,509.10	05/23/24 05/23/24 05/23/24 05/23/24 05/23/24 05/23/24 05/23/24 05/23/24 05/23/24 05/23/24	123096 123096 123096 123096 123096 123096 123096 123096 123096 123096
99436		3482	KYLE GROVES srp performer-June 4, 2024 ** PAYMENT TOTAL **	5102MAGICIAN	295.00 295.00	0.00 0.00	295.00 295.00	123096	
99437		3631	GARDEN CITY CO-OP INC EQMAINT- ISO/HYDOIL/15W40 ** PAYMENT TOTAL **	PE028292	4,395.33 4,395.33	0.00 0.00	4,395.33 4,395.33	123096	
99438		3693	OVERDRIVE INC ebooks-Library ebooks-Library ebooks-Library ** PAYMENT TOTAL **	01640C024089828 01640C024121903 01640C024136747	73.19 24.19 27.50 124.88	0.00 0.00 0.00 0.00	73.19 24.19 27.50 124.88	123096	
99439		3723	ICWA ICM Dues ** PAYMENT TOTAL **	11670888	808.48 808.48	0.00 0.00	808.48 808.48	123096	
99440		3832	DIRECTV LLC 2024 DIRECTV SERVICES @AIRPORT ** PAYMENT TOTAL **	035101100X240514	112.98 112.98	0.00 0.00	112.98 112.98	123096	
99441		3863	ALBERTS WATER & WASTEWATER SPECIALISTS I Water/WW ORC Contract ** PAYMENT TOTAL **	05202415	1,863.75 1,863.75	0.00 0.00	1,863.75 1,863.75	123096	
99442		3882	LAMAR VETERINARY CLINIC PD DOG CARE ** PAYMENT TOTAL **	154367	145.00 145.00	0.00 0.00	145.00 145.00	123096	
99443		3918	MONSON CUMMINS & SHOHEI LLC Water/WW-Attorneys ** PAYMENT TOTAL **	APRIL-2024	2,577.00 2,577.00	0.00 0.00	2,577.00 2,577.00	123096	
			CINTAS CORP LOC #562 APRIL-2024 STREET MATS, TOWELS APRIL-2024 COMPLEX TOWELS, MOP APRIL-2024 SANITATION UNIFORMS	4191084807 4191084854 4191084899	51.97 156.86 121.64	0.00 0.00 0.00	51.97 156.86 121.64		

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			APRIL-2024 COM BLDG SUPPLIES	4191084983	248.33	0.00	248.33		
			APRIL-2024 STREETS UNIFORMS	4191085017	173.22	0.00	173.22		
			APRIL-2024 ENGINEER MATS	4191085105	14.06	0.00	14.06		
			APRIL-2024 ENGINEERS UNIFORMS	4191085111	16.45	0.00	16.45		
			APRIL-2024 EQ MAINT MATS,TOWEL	4191085121	112.29	0.00	112.29		
			APRIL-2024 EQ MAINT UNIFORMS	4191085151	46.48	0.00	46.48		
			APRIL-2024 BLDG MAINT UNIFORM	4191085164	116.25	0.00	116.25		
			APRIL-2024 PRKS/CEM/CB UNIFORM	4191085229	398.72	0.00	398.72		
			APRIL-2024 WATER UNIFORMS	4191085323	115.81	0.00	115.81		
			** PAYMENT TOTAL **		1,572.08	0.00	1,572.08	05/23/24	123096
99444		4116	L N CURTIS & SONS						
			Fire Op - letter Ptch Neilsen	INV819857	14.11	0.00	14.11		
			Fire Op - letter Ptch Neilsen	INV823244	53.35	0.00	53.35		
			** PAYMENT TOTAL **		67.46	0.00	67.46	05/23/24	123096
99445		4352	DIGITAL ALLY INC						
			PD DVR W/ BATTERY COVER	1125854	245.00	0.00	245.00		
			PD FVHD DVR W/ EXT BATTERY	1125904	245.00	0.00	245.00		
			** PAYMENT TOTAL **		490.00	0.00	490.00	05/23/24	123096
99446		4398	SECOM						
			E911-2024 INTERNET SERVICES	1179-5-1-2024	180.16	0.00	180.16		
			** PAYMENT TOTAL **		180.16	0.00	180.16	05/23/24	123096
BANK TOTALS			PAYMENTS: 114	392.00	389,382.39	0.00	389,382.39		
			VOIDS: 0						

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FRONTIER BANK									
FOF BANK ACCOUNT:1									
99447		2690	LEGALSHIELD CORPORATE OFFICE						
			MAY 2024 LEGAL SHIELD	MAY-2024	208.45	0.00	18.43		
			MAY 2024 LEGAL SHIELD	MAY-2024	208.45	0.00	60.33		
			MAY 2024 LEGAL SHIELD	MAY-2024	208.45	0.00	129.69		
			** PAYMENT TOTAL **	3	208.45	0.00	208.45	05/28/24	123149
99448		910	PEOPLES CREDIT UNION						
			CREDITUNUN:5050:303:05/25/24	5050:266	200.00	0.00	200.00		
			CREDITUNUN:5050:303:05/25/24	5050:312	124.60	0.00	124.60		
			** PAYMENT TOTAL **	2	324.60	0.00	324.60	05/28/24	123159
99449		2055	CITY OF LAMAR						
			FED W/H:5050:800:05/25/24	5050:206	1,017.08	0.00	1,017.08		
			COLO W/H:5050:810:05/25/24	5050:207	641.00	0.00	641.00		
			MEDICARE:5050:701:05/25/24	5050:208	247.44	0.00	247.44		
			MEDICARE:5050:801:05/25/24	5050:209	247.44	0.00	247.44		
			SOC SEC BN:5050:702:05/25/24	5050:210	168.93	0.00	168.93		
			SOC SEC:5050:802:05/25/24	5050:211	168.93	0.00	168.93		
			PENSION:5050:275:05/25/24	5050:212	1,134.98	0.00	1,134.98		
			INTEGRATED:5050:288:05/25/24	5050:213	38.42	0.00	38.42		
			PENSION:5050:775:05/25/24	5050:214	1,276.88	0.00	1,276.88		
			INTEGRATED:5050:788:05/25/24	5050:215	59.76	0.00	59.76		
			FED W/H:5050:800:05/25/24	5050:231	577.78	0.00	577.78		
			COLO W/H:5050:810:05/25/24	5050:232	311.00	0.00	311.00		
			MEDICARE:5050:701:05/25/24	5050:233	124.69	0.00	124.69		
			MEDICARE:5050:801:05/25/24	5050:234	124.69	0.00	124.69		
			SOC SEC BN:5050:702:05/25/24	5050:235	112.03	0.00	112.03		
			SOC SEC:5050:802:05/25/24	5050:236	112.03	0.00	112.03		
			PENSION:5050:275:05/25/24	5050:237	543.36	0.00	543.36		
			INTEGRATED:5050:288:05/25/24	5050:238	27.91	0.00	27.91		
			ONEA ROTH:5050:293:05/25/24	5050:239	25.40	0.00	25.40		
			PENSION:5050:775:05/25/24	5050:240	611.28	0.00	611.28		
			INTEGRATED:5050:788:05/25/24	5050:241	43.41	0.00	43.41		
			FED W/H:5050:800:05/25/24	5050:25	14,210.62	0.00	14,210.62		
			COLO W/H:5050:810:05/25/24	5050:26	90.00	0.00	90.00		
			FED W/H:5050:800:05/25/24	5050:260	1,707.08	0.00	1,707.08		
			COLO W/H:5050:810:05/25/24	5050:261	869.00	0.00	869.00		
			MEDICARE:5050:701:05/25/24	5050:262	259.80	0.00	259.80		
			MEDICARE:5050:801:05/25/24	5050:263	259.80	0.00	259.80		
			SOC SEC BN:5050:702:05/25/24	5050:264	400.59	0.00	400.59		
			SOC SEC:5050:802:05/25/24	5050:265	400.59	0.00	400.59		

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			COLO W/H:5050:810:05/25/24	5050:27	8,032.59	0.00	8,032.59		
			PENSION:5050:275:05/25/24	5050:272	1,236.89	0.00	1,236.89		
			ABT \$457K:5050:280:05/25/24	5050:273	35.00	0.00	35.00		
			ICMA:5050:283:05/25/24	5050:274	14.09	0.00	14.09		
			INTEGRATED:5050:288:05/25/24	5050:275	116.30	0.00	116.30		
			PENSION:5050:775:05/25/24	5050:276	1,391.49	0.00	1,391.49		
			ICMA:5050:783:05/25/24	5050:277	14.09	0.00	14.09		
			INTEGRATED:5050:788:05/25/24	5050:278	180.92	0.00	180.92		
			MEDICARE:5050:701:05/25/24	5050:28	3,051.25	0.00	3,051.25		
			MEDICARE:5050:801:05/25/24	5050:29	3,051.25	0.00	3,051.25		
			SOC SEC BN:5050:702:05/25/24	5050:30	5,207.97	0.00	5,207.97		
			FED W/H:5050:800:05/25/24	5050:306	2,060.82	0.00	2,060.82		
			COLO W/H:5050:810:05/25/24	5050:307	1,098.95	0.00	1,098.95		
			MEDICARE:5050:701:05/25/24	5050:308	338.22	0.00	338.22		
			MEDICARE:5050:801:05/25/24	5050:309	338.22	0.00	338.22		
			SOC SEC:5050:802:05/25/24	5050:31	5,207.97	0.00	5,207.97		
			SOC SEC BN:5050:702:05/25/24	5050:310	845.27	0.00	845.27		
			SOC SEC:5050:802:05/25/24	5050:311	845.27	0.00	845.27		
			PENSION:5050:275:05/25/24	5050:315	1,103.95	0.00	1,103.95		
			ICMA:5050:283:05/25/24	5050:316	37.57	0.00	37.57		
			INTEGRATED:5050:288:05/25/24	5050:317	241.18	0.00	241.18		
			PENSION:5050:775:05/25/24	5050:318	1,241.96	0.00	1,241.96		
			ICMA:5050:783:05/25/24	5050:319	37.57	0.00	37.57		
			POLICE PMS:5050:272:05/25/24	5050:32	3,246.95	0.00	3,246.95		
			INTEGRATED:5050:788:05/25/24	5050:320	375.17	0.00	375.17		
			ABT \$457K:5050:280:05/25/24	5050:322	75.00	0.00	75.00		
			POLICE PEN:5050:772:05/25/24	5050:33	3,652.82	0.00	3,652.82		
			FED W/H:5050:800:05/25/24	5050:349	770.56	0.00	770.56		
			COLO W/H:5050:810:05/25/24	5050:350	528.46	0.00	528.46		
			MEDICARE:5050:701:05/25/24	5050:351	212.05	0.00	212.05		
			MEDICARE:5050:801:05/25/24	5050:352	212.05	0.00	212.05		
			SOC SEC BN:5050:702:05/25/24	5050:353	184.71	0.00	184.71		
			SOC SEC:5050:802:05/25/24	5050:354	164.71	0.00	164.71		
			PENSION:5050:275:05/25/24	5050:357	928.56	0.00	928.56		
			ABT 457K:5050:284:05/25/24	5050:358	15.58	0.00	15.58		
			INTEGRATED:5050:288:05/25/24	5050:359	46.43	0.00	46.43		
			PD ROTH \$:5050:294:05/25/24	5050:360	0.09	0.00	0.09		
			PENSION:5050:775:05/25/24	5050:361	1,044.63	0.00	1,044.63		
			INTEGRATED:5050:788:05/25/24	5050:362	72.22	0.00	72.22		
			PENS LOAN:5050:475:05/25/24	5050:37	367.14	0.00	367.14		

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			PENSION:5050:275:05/25/24	5050:40	7,000.00	0.00	7,000.00		
			VOL APT \$:5050:276:05/25/24	5050:41	47.33	0.00	47.33		
			VOL APT \$:5050:277:05/25/24	5050:42	15.00	0.00	15.00		
			ABT \$457K:5050:280:05/25/24	5050:43	100.00	0.00	100.00		
			ICMA:5050:283:05/25/24	5050:44	42.26	0.00	42.26		
			ABT 457K\$:5050:284:05/25/24	5050:45	92.94	0.00	92.94		
			INTEGRATED:5050:288:05/25/24	5050:46	1,228.42	0.00	1,228.42		
			ONEA ROTH\$:5050:293:05/25/24	5050:47	177.84	0.00	177.84		
			PD ROTH \$:5050:294:05/25/24	5050:48	84.91	0.00	84.91		
			ONEA ROTH\$:5050:295:05/25/24	5050:49	50.00	0.00	50.00		
			PENSION:5050:775:05/25/24	5050:50	7,874.94	0.00	7,874.94		
			ICMA:5050:783:05/25/24	5050:51	42.26	0.00	42.26		
			INTEGRATED:5050:788:05/25/24	5050:52	1,910.85	0.00	1,910.85		
			ABT \$457K:5050:280:05/25/24	5050:53	250.00	0.00	250.00		
			ABT 457K\$:5050:284:05/25/24	5050:54	138.63	0.00	138.63		
			PD \$ 457:5050:289:05/25/24	5050:55	500.00	0.00	500.00		
			** PAYMENT TOTAL **	85	93,013.22	0.00	93,013.22	05/28/24	123159
99450		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:5050:405:05/25/24	5050:355	75.24	0.00	75.24		
			UTIL BILLS:5050:405:05/25/24	5050:36	339.76	0.00	339.76		
			** PAYMENT TOTAL **	2	415.00	0.00	415.00	05/28/24	123159
99451		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:5050:731:05/25/24	5050:363	455.17	0.00	455.17		
			POL FPPA:5050:730:05/25/24	5050:57	1,448.58	0.00	1,448.58		
			FIRE FPPA:5050:731:05/25/24	5050:58	470.67	0.00	470.67		
			** PAYMENT TOTAL **	3	2,374.42	0.00	2,374.42	05/28/24	123159
99452		2404	PROFESSIONAL FINANCE CO						
			2023C30030:5050:653:05/25/24	5050:356	25.00	0.00	25.00		
			2023C30030:5050:653:05/25/24	5050:38	25.00	0.00	25.00		
			** PAYMENT TOTAL **	2	50.00	0.00	50.00	05/28/24	123159
99453		770	CITY OF LAMAR-WATER INVEST FEE						
			MAY 2024 FACILITIES INVEST FEE	MAY2024	87,379.66	0.00	87,379.66		
			** PAYMENT TOTAL **	1	87,379.66	0.00	87,379.66	05/31/24	123230
99454		2076	UNITED STATES POST OFFICE						
			MAY 2024 UTILITY BILLING	05-2024	1,790.87	0.00	1,790.87		
			** PAYMENT TOTAL **	1	1,790.87	0.00	1,790.87	05/31/24	123230
99455		782	TAYLOR SEPTIC & PLUMBING						
			POOL	INV0837	27,077.32	0.00	27,077.32		
			** PAYMENT TOTAL **	1	27,077.32	0.00	27,077.32	05/31/24	123238
99456		1	LOREN C WARN						

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			2604/609094990: ACCT 2604 REFU	U1000001529	116.86	0.00	5.26		
			2604/609094990: ACCT 2604 REFU	U1000001529	116.86	0.00	39.22		
			** PAYMENT TOTAL **		44.48	0.00	44.48	05/31/24	123240
99457		1	G SUSAN GOURLEY						
			5155/621213530: ACCT 5155 REFU	U1000001530	164.36	0.00	15.85		
			5155/621213530: ACCT 5155 REFU	U1000001530	164.36	0.00	17.04		
			** PAYMENT TOTAL **		32.89	0.00	32.89	05/31/24	123240
99458		1	LUPE ESPINOZA						
			12269/614140440: ACCT 12269 RE	U1000001531	379.70	0.00	52.49		
			12269/614140440: ACCT 12269 RE	U1000001531	379.70	0.00	103.13		
			** PAYMENT TOTAL **		155.62	0.00	155.62	05/31/24	123240
99459		1	MICHELLE HASSER						
			13505/618183960: ACCT 13505 RE	U1000001532	346.38	0.00	1.13		
			13505/618183960: ACCT 13505 RE	U1000001532	346.38	0.00	143.35		
			** PAYMENT TOTAL **		144.48	0.00	144.48	05/31/24	123240
99460		1	SAMMIE W FLOWMAN						
			20193/609090990: ACCT 20193 RE	U1000001534	70.36	0.00	50.91		
			** PAYMENT TOTAL **		50.91	0.00	50.91	05/31/24	123240
99461		2709	COUNTY HEALTH POOL						
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	11,776.42		
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	88,351.42		
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	14,458.17		
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	11,567.17		
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	7,768.61		
			JUNE 2024 CHP PREMIUM	JUNE-2024	186,329.59	0.00	5,179.67		
			** PAYMENT TOTAL **		139,101.46	0.00	139,101.46	06/03/24	123266
99462		3021	LINCOLN NAT'L LIFE INSURANCE						
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	126.48		
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	90.80		
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	70.89		
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	45.40		
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	118.55		
			JUNE 2024 LINCOLN LIFE	JUNE-2024-LIFE	1,759.42	0.00	948.63		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	168.07		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	142.46		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	107.05		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	66.88		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	108.98		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	1,599.54		
			JUNE 2024 LINCOLN LTD	JUNE-2024-LTD	2,192.98	0.00	133.35		



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			JUNE 2024 LINCOLN STD	JUNE-2024-STD	2,058.31	0.00	100.18		
			JUNE 2024 LINCOLN STD	JUNE-2024-STD	2,058.31	0.00	62.56		
			JUNE 2024 LINCOLN STD	JUNE-2024-STD	2,058.31	0.00	145.42		
			JUNE 2024 LINCOLN STD	JUNE-2024-STD	2,058.31	0.00	1,451.70		
			JUNE 2024 LINCOLN STD	JUNE-2024-STD	2,058.31	0.00	165.10		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	9.25		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	102.57		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	290.61		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	1,375.06		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	368.96		
			JUNE 2024 LINCOLN VOL LIFE	JUNE-2024-VLIFE	2,442.70	0.00	72.75		
			** PAYMENT TOTAL **	24	7,871.24	0.00	7,871.24	06/03/24	123266
99463		2073	FRONTIER BANK						
			RETURNED CHECK BROOKE PALMER	06-05-24	323.72	0.00	323.72		
			** PAYMENT TOTAL **	1	323.72	0.00	323.72	06/05/24	123340
99464		2	A-1 RENTAL AND SALES INC						
			WEEDEATER	60419	186.63	0.00	186.63		
			WEEDEATER	60430	399.98	0.00	399.98		
			** PAYMENT TOTAL **	2	586.61	0.00	586.61	06/05/24	123343
99465		15	LAMAR BMS						
			supplies foir month	425876	8.29	0.00	8.29		
			supplies foir month	426161	12.11	0.00	12.11		
			supplies foir month	426204	6.82	0.00	6.82		
			supplies foir month	426234	22.94	0.00	22.94		
			SANITATION- PINESOL/COIN BATTE	426237	7.78	0.00	7.78		
			SANITATION- PINESOL/COIN BATTE	426388	22.06	0.00	22.06		
			SANITATION- PINESOL/COIN BATTE	426413	26.99	0.00	26.99		
			supplies foir month	426562	9.79	0.00	9.79		
			supplies foir month	426600	29.98	0.00	29.98		
			MISC	426610	28.46	0.00	28.46		
			AIRPORT- FOIL TAPE/DUCT TAPE	426642	22.99	0.00	22.99		
			supplies foir month	426715	54.48	0.00	54.48		
			SANITATION- PINESOL/COIN BATTE	426728	54.48	0.00	54.48		
			UNIVERSAL REMOTE/BATTERY	426914	4.60	0.00	4.60		
			MISC	426934	266.00	0.00	266.00		
			WA/WW- Service/Stock Material	427014	5.96	0.00	5.96		
			STREETS- KEYS, SURVEY STAKES	427069	8,158.40	0.00	8,158.40		
			WA/WW- Service/Stock Material	427196	9.69	0.00	9.69		
			supplies foir month	427245	32.48	0.00	32.48		
			Tools and Parts for CAM Proj	427414	21.98	0.00	21.98		
			Tools and Parts for CAM Proj						

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			supplies foir month	427449	4.69	0.00	4.69		
			supplies foir month	427467	14.58	0.00	14.58		
			SANITATION- KEYS	427498	17.45	0.00	17.45		
			supplies foir month	427548	4.38	0.00	4.38		
			** PAYMENT TOTAL **	24	8,738.42	0.00	8,738.42	06/05/24	123343
99466		34	DELOACHS WATER COND INC		46.00	0.00	46.00		
			E911 - 2024 WATER SERVICE		21.00	0.00	21.00		
			CLERKS OFFICE WATER SERVICE		67.00	0.00	67.00	06/05/24	123343
			** PAYMENT TOTAL **	2					
99467		57	AIRGAS USA LLC		47.13	0.00	47.13		
			AIRPORT- NITROGEN/OXYGEN/ACETY	5507742335	47.13	0.00	47.13	06/05/24	123343
			** PAYMENT TOTAL **	1					
99468		62	LAMAR AUTO PARTS		69.87	0.00	69.87		
			EQMAINT- FILTERS/SEAL/COUPLER	141447	176.48	0.00	176.48		
			EQMAINT- FILTERS/SEAL/COUPLER	739887	19.17	0.00	19.17		
			EQMAINT- FILTERS/SEAL/COUPLER	739889	57.24	0.00	57.24		
			EQMAINT- FILTERS/SEAL/COUPLER	740001	57.27	0.00	57.27		
			EQMAINT- FILTERS/SEAL/COUPLER	740009	23.98	0.00	23.98		
			EQMAINT- FILTERS/SEAL/COUPLER	740030	11.01	0.00	11.01		
			EQMAINT- FILTERS/SEAL/COUPLER	740053	225.00	0.00	225.00		
			MISC	740239	313.71	0.00	313.71		
			EQMAINT- FILTERS/SEAL/COUPLER	740326	40.07	0.00	40.07		
			EQMAINT- FILTERS/SEAL/COUPLER	740343	119.98	0.00	119.98		
			EQMAINT- FILTERS/SEAL/COUPLER	740625	125.28	0.00	125.28		
			EQMAINT- FILTERS/SEAL/COUPLER	740681	3.85	0.00	3.85		
			EQMAINT- FILTERS/SEAL/COUPLER	740694	36.90	0.00	36.90		
			EQMAINT- FILTERS/SEAL/COUPLER	740699	27.61	0.00	27.61		
			AIRPORT- PIONEER TIP	740713	22.03	0.00	22.03		
			AIRPORT- PIONEER TIP	740715	13.99	0.00	13.99		
			EQMAINT- FILTERS/SEAL/COUPLER	740910	214.64	0.00	214.64		
			EQMAINT- FILTERS/SEAL/COUPLER	740931	16.88	0.00	16.88		
			MISC	741004	69.20	0.00	69.20		
			EQMAINT- FILTERS/SEAL/COUPLER	741038	85.95	0.00	85.95		
			MISC	741059	10.19	0.00	10.19		
			EQMAINT- FILTERS/SEAL/COUPLER	741084	11.54	0.00	11.54		
			EQMAINT- FILTERS/SEAL/COUPLER	741362	51.98	0.00	51.98		
			EQMAINT- FILTERS/SEAL/COUPLER	741433	23.29	0.00	23.29		
			EQMAINT- FILTERS/SEAL/COUPLER	741441	2,269.00	0.00	2,269.00		
			EQMAINT- FILTERS/SEAL/COUPLER	741485	52.19	0.00	52.19		
			EQMAINT- FILTERS/SEAL/COUPLER	741496					

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			EQMAINT- FILTERS/SEAL/COUPLER	741501	37.80	0.00	37.80		
			EQMAINT- FILTERS/SEAL/COUPLER	741505	18.71	0.00	18.71		
			EQMAINT- FILTERS/SEAL/COUPLER	741506	14.64	0.00	14.64		
			EQMAINT- FILTERS/SEAL/COUPLER	741841	10.99	0.00	10.99		
			EQMAINT- FILTERS/SEAL/COUPLER	741886	140.11	0.00	140.11		
			EQMAINT- FILTERS/SEAL/COUPLER	741898	25.19	0.00	25.19		
			Fire Eq - Bat, DEF, Cables	741957	13.99	0.00	13.99		
			EQMAINT- FILTERS/SEAL/COUPLER	741976	25.19	0.00	25.19		
			EQMAINT-BATTERY/BELT/TERM PROT	742300	48.00	0.00	48.00		
			EQMAINT-BATTERY/BELT/TERM PROT	742345	25.70	0.00	25.70		
			EQMAINT-BATTERY/BELT/TERM PROT	742365	166.93	0.00	166.93		
			EQMAINT-BATTERY/BELT/TERM PROT	742370	8.49	0.00	8.49		
			Fire Eq - Bat, DEF, Cables	742385	112.18	0.00	112.18		
			EQMAINT-BATTERY/BELT/TERM PROT	742552	457.74	0.00	457.74		
			Fire Eq - Bat, DEF, Cables	742672	116.70	0.00	116.70		
			EQMAINT-BATTERY/BELT/TERM PROT	742739	19.79	0.00	19.79		
			V-BELT CR	742745	7.04-	0.00	7.04-		
			EQMAINT-BATTERY/BELT/TERM PROT	742750	36.95	0.00	36.95		
			EQMAINT-BATTERY/BELT/TERM PROT	742758	7.04	0.00	7.04		
			EQMAINT-BATTERY/BELT/TERM PROT	742771	39.59	0.00	39.59		
			EQMAINT-BATTERY/BELT/TERM PROT	742867	25.47	0.00	25.47		
			EQMAINT-BATTERY/BELT/TERM PROT	742905	69.30	0.00	69.30		
			SANITATION - FEED FILTERS	742919	140.61	0.00	140.61		
			Fire Eq - Bat, DEF, Cables		5,702.37	0.00	5,702.37	06/05/24	123343
			** PAYMENT TOTAL **	50					
99469		87	RANCHERS SUPPLY OF LAMAR LLC						
			MISC	1-3011	6.16	0.00	6.16		
			MISC	2-7105	30.94	0.00	30.94		
			Water/WW-Well/StationMaterial	2-7657	6.94	0.00	6.94		
			SANITATION- RATCHET WELD/SPRAY	2-7932	97.88	0.00	97.88		
			Water/WW-Well/StationMaterial	2-7950	20.29	0.00	20.29		
			Water/WW-Well/StationMaterial	2-7990	25.87	0.00	25.87		
			** PAYMENT TOTAL **	6	188.08	0.00	188.08	06/05/24	123343
99470		109	VALLEY ELECTRONICS						
			WA/WW-PhoneCordsWell22Antenna	10143336	44.96	0.00	44.96		
			** PAYMENT TOTAL **	1	44.96	0.00	44.96	06/05/24	123343
99471		112	WAGNER EQUIPMENT CO						
			EQMAINT- HAMMER/BRACKET/LINES	B5959101	10,288.80	0.00	10,288.80		
			** PAYMENT TOTAL **	1	10,288.80	0.00	10,288.80	06/05/24	123343
99472		114	SOUTHEASTERN COLO BUILDERS						
			STORAGE BUILDING	5-6-2024STORAGEBLDG	2,366.65	0.00	2,366.65		

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			WA- Storage Building Reno	5/6/2024-WATER	2,366.66	0.00	2,366.66	123343
			** PAYMENT TOTAL **	2	4,733.31	0.00	4,733.31 06/05/24	123343
99473		170	PASTENAL COMPANY					
			SANITATION- FHN/HCS/USS	COPUZ101101	29.75	0.00	29.75	
			SANITATION- FHN/HCS/USS	COPUZ101214	26.56	0.00	26.56	
			** PAYMENT TOTAL **	2	56.31	0.00	56.31 06/05/24	123343
99474		175	PRINTED IMAGINATION LLC					
			TSHIRTS	3791	379.00	0.00	379.00	
			** PAYMENT TOTAL **	1	379.00	0.00	379.00 06/05/24	123343
99475		179	BIG TIMBERS VETERINARY CLINIC					
			PD DOG CARE	2155	50.00	0.00	50.00	
			** PAYMENT TOTAL **	1	50.00	0.00	50.00 06/05/24	123343
99476		197	SCHWARTZ MARKETING INC					
			Ads	35064	506.25	0.00	506.25	
			Ads	35073	506.25	0.00	506.25	
			** PAYMENT TOTAL **	2	1,012.50	0.00	1,012.50 06/05/24	123343
99477		208	BOUND TREE MEDICAL LLC					
			Amb Op - Med Supplies	85359074	1,014.60	0.00	1,014.60	
			** PAYMENT TOTAL **	1	1,014.60	0.00	1,014.60 06/05/24	123343
99478		213	NKC TIRE					
			EQMAINT- TIRES/REPAIRS	26893	211.88	0.00	211.88	
			EQMAINT- TIRES/REPAIRS	26911	74.89	0.00	74.89	
			EQMAINT- TIRES/REPAIRS	26915	149.50	0.00	149.50	
			EQMAINT- TIRES /REPAIRS	27156	1,048.02	0.00	1,048.02	
			** PAYMENT TOTAL **	4	1,484.29	0.00	1,484.29 06/05/24	123343
99479		237	ENTENMANN-ROVIN CO					
			PD CHIEF'S BADGE	0181293-IN	170.50	0.00	170.50	
			** PAYMENT TOTAL **	1	170.50	0.00	170.50 06/05/24	123343
99480		242	FARMERS COUNTRY MARKET					
			WATER	0051	85.80	0.00	85.80	
			** PAYMENT TOTAL **	1	85.80	0.00	85.80 06/05/24	123343
99481		244	FARIS MACHINERY COMPANY					
			EQMAINT- AFC0660HD/AFF0672HD	A17604	790.25	0.00	790.25	
			** PAYMENT TOTAL **	1	790.25	0.00	790.25 06/05/24	123343
99482		290	MARTHA ALVAREZ					
			Lamar Days Event	643	127.66	0.00	127.66	
			** PAYMENT TOTAL **	1	127.66	0.00	127.66 06/05/24	123343
99483		350	OTIS ELEVATOR COMPANY					
			contract for community & compx	100401566890	9,129.96	0.00	9,129.96	
			** PAYMENT TOTAL **	1	9,129.96	0.00	9,129.96 06/05/24	123343

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99484		361	GALLS LLC PD UNIFORM GEAR/EQUIPMENT PD UNIFORM GEAR/EQUIPMENT ** PAYMENT TOTAL **	027987150 028062371 2	53.70 20.57 74.27	0.00 0.00 0.00	53.70 20.57 74.27	123343
99485		367	PROSPERITY LANE COMMUNITY AIRPORT- WATER UTILITY ** PAYMENT TOTAL **	1096-5/22 1	317.66 317.66	0.00 0.00	317.66 317.66	123343
99486		423	WALLACE GAS & OIL INC EQMAINT- PROPANE LANDFILL- #2 LOW SULFUR DYED LANDFILL - #2 LOW SULFUR DYED LANDFILL - #2 LOW SULFUR DYED LANDFILL - #2 LOW SULFUR DYED ** PAYMENT TOTAL **	5722604 S35250 S39996 S40007 4	24.30 206.50 1,032.50 398.25 1,661.55	0.00 0.00 0.00 0.00 0.00	24.30 206.50 1,032.50 398.25 1,661.55	123343
99487		514	FRONT RANGE FIRE APPARATUS Fire Eq - E5 Solenoid ** PAYMENT TOTAL **	7220 1	408.78 408.78	0.00 0.00	408.78 408.78	123343
99488		555	MACHINE SUPPLY COMPANY EQMAINT- WIPER BLADES ** PAYMENT TOTAL **	224946 1	11.98 11.98	0.00 0.00	11.98 11.98	123343
99489		565	JABB INC SPRAY ** PAYMENT TOTAL **	11571 1	1,575.00 1,575.00	0.00 0.00	1,575.00 1,575.00	123343
99490		571	SHANNON VENTURI May 2024 Scheduling Assistant ** PAYMENT TOTAL **	MAYASSISTANT 1	220.00 220.00	0.00 0.00	220.00 220.00	123343
99491		637	ALL RITE PAVING & REDI MIX INC STREET- 5/8" HBP STREET- ASPHALT STREET- ASPHALT ** PAYMENT TOTAL **	LJ7825 LML0682 LML0701 3	537.42 278.35 944.30 1,760.07	0.00 0.00 0.00 0.00	537.42 278.35 944.30 1,760.07	123343
99492		782	TAYLOR SEPTIC & PLUMBING repair water fountain ** PAYMENT TOTAL **	INV0859 1	185.00 185.00	0.00 0.00	185.00 185.00	123343
99493		870	EVAN HALLOCK WA/WW-BackflowTrainingMealse.H ** PAYMENT TOTAL **	6-9.6-14MEALSEVAN 1	375.25 375.25	0.00 0.00	375.25 375.25	123343
99494		895	O'REILLY AUTOMOTIVE STORES INC EQMAINT- FREON AIRPORT- 1QTSYNTHCOIL PD VEHICLE SUPPLIES	2906-248220 2906-250850 2906-251262	133.49 45.96 62.07	0.00 0.00 0.00	133.49 45.96 62.07	

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99495		934	EQUIPMENT- BOLT EXT/TAIL LIGHT/B 5PC BOLT EXT - RETURN PD VEHICLE SUPPLIES EQUIPMENT- FREON SANITATION- PRO FINISH/ SAFETY EQUIPMENT- BOLT EXT/TAIL LIGHT/B MICRO V- BELT RETURN ** PAYMENT TOTAL **	2906-251303 2906-251308 2906-252602 2906-252994 2906-253178 2906-254403 2906-254415	0.00 0.00 0.00 0.00 0.00 0.00 0.00	34.99 34.99- 27.22 130.08 58.42 89.89 60.74- 486.39	123343	
99496		940	VAN DIEST SUPPLY COMPANY WA/WW - Round Up WeedControl ** PAYMENT TOTAL ** MY WHOLESALE PRODUCTS breakroom supplies for complex MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES SANITATION- DEGREASER/BRUSH MISC SUPPLIES cups for airport ** PAYMENT TOTAL **	135968	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	890.00 890.00 109.25 160.00 133.50 57.00 46.55 204.00 104.00 814.30	123343	
99497		996	SHELTON LIVESTOCK 2023/2024 CITY WELL OBLIGATION ** PAYMENT TOTAL **	2023/2024WELL	0.00 0.00	2,514.16 2,514.16	123343	
99498		1018	RAYNOR OVERHEAD DOOR OF LAMAR INC HICKORY SHOP- TRANSMITTERS Fire Op - Bay Door Repair ** PAYMENT TOTAL **	465 472	0.00 0.00 0.00	70.00 100.00 170.00	123343	
99499		1049	GRAINGER INC set screw for easel in library ** PAYMENT TOTAL **	9128211787	0.00 0.00	1.74 1.74	123343	
99500		1083	ROSARIO ALTERATIONS PD UNIFORM MENDING ** PAYMENT TOTAL **	11	0.00 0.00	76.00 76.00	123343	
99501		1133	21ST CENTURY EQUIPMENT LLC EQUIPMENT- MOWER BLADE MOWER BLADES EQUIPMENT- MOWER BLADE ** PAYMENT TOTAL **	007202 007589 007762	0.00 0.00 0.00	81.99 147.72 31.97 261.68	123343	
99502		1211	SWIRE COCA-COLA USA POP	41489971011	0.00	169.25	123343	

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Batch: 0 Period: 06/05/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99503		1225	DIGITCOM ELECTRONICS INC General Cap - Programming	1200000437-1	777.99	0.00	777.99	06/05/24	123343
			Gen Cap - Cmd vhcl radio eq	120000493-1	79.77	0.00	79.77		
			** PAYMENT TOTAL **		857.76	0.00	857.76	06/05/24	123343
99504		1273	HENRY SCHEIN INC Amb Op - Med Supplies	89017595	728.85	0.00	728.85		
			Amb Op - Med Supplies	89017602	14.80	0.00	14.80		
			Amb Op - Med Supplies	89287387	69.12	0.00	69.12		
			** PAYMENT TOTAL **		812.77	0.00	812.77	06/05/24	123343
99505		1306	HOME STORE LLC MISC	165095	140.94	0.00	140.94		
			MISC	364954	8.99	0.00	8.99		
			** PAYMENT TOTAL **		149.93	0.00	149.93	06/05/24	123343
99506		1379	ISSAC TATE WA/MW-BackflowTrainingMealsI.T	6-9-6-14MEALSISAAC	375.25	0.00	375.25		
			** PAYMENT TOTAL **		375.25	0.00	375.25	06/05/24	123343
99507		1380	TROY APPEL PD PERDIEM/APPEL	6/11/24TROY	15.00	0.00	15.00		
			** PAYMENT TOTAL **		15.00	0.00	15.00	06/05/24	123343
99508		2252	ATMOS ENERGY MAY UTILITIES	3015172063-5-24	34.42	0.00	34.42		
			MAY UTILITIES	3015172358-5-24	43.92	0.00	43.92		
			MAY UTILITIES	3015172616-5-24	69.43	0.00	69.43		
			MAY UTILITIES	3015172858-5-24	38.80	0.00	38.80		
			MAY UTILITIES	3015213125-5-24	55.99	0.00	55.99		
			MAY UTILITIES	3015213787-5-24	30.49	0.00	30.49		
			MAY UTILITIES	3015214053-5-24	57.32	0.00	57.32		
			MAY UTILITIES	3018336809-5-24	30.17	0.00	30.17		
			MAY UTILITIES	3045999954-5-24	125.00	0.00	125.00		
			MAY UTILITIES	4002614279-5-24	35.26	0.00	35.26		
			MAY UTILITIES	4019224409-5-24	40.95	0.00	40.95		
			** PAYMENT TOTAL **		561.75	0.00	561.75	06/05/24	123343
99509		2293	CHOICE SCREENING Background Screening	147285	35.00	0.00	35.00		
			** PAYMENT TOTAL **		35.00	0.00	35.00	06/05/24	123343
99510		2450	WEX BANK EQMAINT- MAY FUEL	97419197-1	10,199.04	0.00	10,199.04		
			** PAYMENT TOTAL **		10,199.04	0.00	10,199.04	06/05/24	123343
99511		2500	CAPITAL ONE						

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Batch: 0 Period: 06/05/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			Office Supplies	01746	25.06	0.00	25.06		
			Office Supplies	02595	10.72	0.00	10.72		
			WA/WW-Sunscreen/OFF/Plates	03503	14.48	0.00	14.48		
			PD OFFICE SUPPLIES	03608	71.95	0.00	71.95		
			MISC SUPPLIES	03951	30.24	0.00	30.24		
			Fire Op - Batteries	04347	26.26	0.00	26.26		
			STREET- 6FT TABLES	04710	180.00	0.00	180.00		
			MISC SUPPLIES	04991	37.62	0.00	37.62		
			AIRPORT- BATTERY/CAULK GUN	05084	310.44	0.00	310.44		
			WA/WW-Sunscreen/OFF/Plates	05827-1	89.82	0.00	89.82		
			AIRPORT- SNACK CAKES/SODA/OSRZ	06762-1	232.73	0.00	232.73		
			MISC SUPPLIES	06848	53.34	0.00	53.34		
			** PAYMENT TOTAL **	12	1,082.66	0.00	1,082.66	06/05/24	123343
99512		2665	S E COLO WATER ACTIVITY ENT						
			Water/WW-Project WATER PWMD-16	PWMD-16	23,630.10	0.00	23,630.10		
			** PAYMENT TOTAL **	1	23,630.10	0.00	23,630.10	06/05/24	123343
99513		2669	BIG R PROPERTIES LLC						
			MISC	140683	24.27	0.00	24.27		
			MISC	140686	22.98	0.00	22.98		
			MISC	140752	38.97	0.00	38.97		
			Water/WW-Service/StockMaterial	140753	24.78	0.00	24.78		
			Water/WW-Service/StockMaterial	140764	26.08	0.00	26.08		
			MISC	140767	4.99	0.00	4.99		
			MISC	140782	55.96	0.00	55.96		
			LANDFILL- PUMP FOR BARRELS	140785	79.98	0.00	79.98		
			PD SHELTER SUPPLIES	140806	17.98	0.00	17.98		
			MISC	140809	22.96	0.00	22.96		
			MISC	140811	115.99	0.00	115.99		
			PD SHELTER SUPPLIES	140812	14.99	0.00	14.99		
			Fire Op - Tape & Spray Paint	140815	69.57	0.00	69.57		
			MISC	140838	13.98	0.00	13.98		
			Water/WW-Service/StockMaterial	140839	38.96	0.00	38.96		
			PWKS - PUMP/SPRAY GUN	140840	117.98	0.00	117.98		
			SANIT- POINT SHOVEL/BIT/LOCK W	140843	13.78	0.00	13.78		
			PWKS - PUMP/SPRAY GUN	140844	52.99	0.00	52.99		
			SANIT- POINT SHOVEL/BIT/LOCK W	140852	18.99	0.00	18.99		
			** PAYMENT TOTAL **	19	776.18	0.00	776.18	06/05/24	123343
99514		2718	SHARPS COMPLIANCE INC						
			Amb Ops -Disposal of sharps	SO-2158875	637.92	0.00	637.92		
			** PAYMENT TOTAL **	1	637.92	0.00	637.92	06/05/24	123343



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Batch: 0 Period: 06/05/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
99515		2727	HOME DEPOT PRO paper goods for complex and re paper goods for complex and re clean supply and water filter clean supply and water filter ** PAYMENT TOTAL **	805070422 805070430 806249264 806249272 4	40.92 67.90 170.00 41.20 320.02	0.00 0.00 0.00 0.00 0.00	40.92 67.90 170.00 41.20 320.02	06/05/24	123343
99516		2772	CANON FINANCIAL SERVICES INC COPIER LEASE-PubWorks (Sanit) COPIER LEASE STREET- HICKORY COPIER ** PAYMENT TOTAL **	32591090 32591092 32591093 3	340.65 91.17 71.08 502.90	0.00 0.00 0.00 0.00	340.65 91.17 71.08 502.90	06/05/24	123343
99517		2796	BADGER METER INC Water-Meter / Meter Supplies ** PAYMENT TOTAL **	1656776 1	1,942.11 1,942.11	0.00 0.00	1,942.11 1,942.11	06/05/24	123343
99518		2812	COLO DEPT OF PUBLIC HEALTH LANDFILL- ANNUAL EMISSION FEE ** PAYMENT TOTAL **	FDS201080190 1	426.84 426.84	0.00 0.00	426.84 426.84	06/05/24	123343
99519		2820	CLEAN VALLEY RECYCLING LANDFILL- EWASTE RECYCLING ** PAYMENT TOTAL **	6323 1	2,728.60 2,728.60	0.00 0.00	2,728.60 2,728.60	06/05/24	123343
99520		2917	COLORADO ANALYTICAL LAB INC Wastewater- Wkly WW Samples Wastewater- Wkly WW Samples Wastewater- Wkly WW Samples Wastewater- Wkly WW Samples ** PAYMENT TOTAL **	240515074 240516065 240521028 240522021 4	68.00 68.00 68.00 68.00 272.00	0.00 0.00 0.00 0.00 0.00	68.00 68.00 68.00 68.00 272.00	06/05/24	123343
99521		2945	PITNEY BOWES INC 2024 POSTAGE METER RENTAL ** PAYMENT TOTAL **	3319130637 1	769.98 769.98	0.00 0.00	769.98 769.98	06/05/24	123343
99522		2948	CORPORATE BILLING LLC EQMAINT- INSTRUMENT CLUSTER ** PAYMENT TOTAL **	XA121029687:01 1	2,177.18 2,177.18	0.00 0.00	2,177.18 2,177.18	06/05/24	123343
99523		2949	WEIS FIRE & SAFETY EQUIP LLC Fire Eq - Hose ipr parts ** PAYMENT TOTAL **	194529 1	1,023.90 1,023.90	0.00 0.00	1,023.90 1,023.90	06/05/24	123343
99524		3034	CITYSERVICEALCON LLC AIRPORT- AVIATION GASOLINE ** PAYMENT TOTAL **	0764068 1	34,769.85 34,769.85	0.00 0.00	34,769.85 34,769.85	06/05/24	123343
99525		3127	IRE ENTERPRISES LLC 2024 LEASE- AIRPT FUEL TRUCK ** PAYMENT TOTAL **	5 1	795.49 795.49	0.00 0.00	795.49 795.49	06/05/24	123343

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
99526		3128	ERA ** PAYMENT TOTAL **	1	795.49	0.00	795.49 06/05/24	123343
			Water/WW- pH Water/ Wastewater	078416	223.00	0.00	223.00	
			** PAYMENT TOTAL **	1	223.00	0.00	223.00 06/05/24	123343
99527		3178	AIRCRAFT SPRUCE & SPECIALTY CO AIRPORT- RELAY/ GASKET AIRPORT- RELAY/ GASKET ** PAYMENT TOTAL **	3209359 7670680	211.68 282.00 493.68	0.00 0.00 0.00	211.68 282.00 493.68 06/05/24	123343
99528		3246	SNAP ON CREDIT LLC EOMAIN- SOLUS EDGE SYSTEM ** PAYMENT TOTAL **	52024	45.75 45.75	0.00 0.00	45.75 45.75 06/05/24	123343
99529		3260	COLORADO DEPARTMENT OF REVENUE MAY 2024 AVIATION FUEL SALES T ** PAYMENT TOTAL **	MAY2024FUELSALESTAX	1,872.00 1,872.00	0.00 0.00	1,872.00 1,872.00 06/05/24	123343
99530		3305	CENTURYLINK E911-2024 CIVIL DEFENSE E911-2024 CIVIL DEFENSE E911 - 2023 PROWERS COM CENTER W/C Phone Service 6 mo ** PAYMENT TOTAL **	300426135-MAY 300426136-MAY 300426149-MAY 300777088-MAY	212.90 85.16 88.48 163.81 550.35	0.00 0.00 0.00 0.00 0.00	212.90 85.16 88.48 163.81 550.35 06/05/24	123343
99531		3355	AMAZON CAPITAL SERVICES INC INTER-DEPT. ENVELOPES MISC Network GBIC Devices Event Supplies Water/WW- Drill/ DoorStopsSweep SIGNS FOR NORTH GATEWAY AIRPORT- BLADE KIT,CONNECTORS Comm Dev - Comp keyboard MISC ** PAYMENT TOTAL **	16FM-94DQ-GLHQ 16KK-HN37-RDG3 1CJW-CXQ4-6X7K 1DH4-WQ6K-TVMR 1JNY-Q3JG-JLJP 1LM1-3XVP-YJ3G 1MGJ-9H7T-FMW9 1RM3-6T7K-4F4G 1TGP-CTWM-GKKV 1WXQ-CVMV-CRG3	30.73 145.02 114.24 22.45 152.40 243.20 275.37 59.99 111.96 97.39 1,252.75	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	30.73 145.02 114.24 22.45 152.40 243.20 275.37 59.99 111.96 97.39 1,252.75 06/05/24	123343
99532		3397	HELTON & WILLIAMSEN PC INC Water/WW- Engineers Water/WW- Engineers ** PAYMENT TOTAL **	3404 3405	1,253.55 1,020.95 2,274.50	0.00 0.00 0.00	1,253.55 1,020.95 2,274.50 06/05/24	123343
99533		3398	GEOCYCLE LLC LANDFILL - TIRE RECYCLING ** PAYMENT TOTAL **	719377528	1,076.00 1,076.00	0.00 0.00	1,076.00 1,076.00 06/05/24	123343
99534		3435	ALL CITY FLOORS INC					

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Batch: 0 Period: 06/05/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid	Pay Date	Batch Number
			refinish gym floor	19598	7,820.00	0.00	7,820.00	06/05/24	123343
			** PAYMENT TOTAL **		7,820.00	0.00	7,820.00	06/05/24	123343
99535		3452	NLEFIA						
			PD MEMBERSHIP	12762	50.00	0.00	50.00	06/05/24	123343
			** PAYMENT TOTAL **		50.00	0.00	50.00	06/05/24	123343
99536		3564	BOLTEK CORP						
			LIGHTENING DETECTOR	6027	15,217.00	0.00	15,217.00	06/05/24	123343
			** PAYMENT TOTAL **		15,217.00	0.00	15,217.00	06/05/24	123343
99537		3863	LAMAR VETERINARY CLINIC						
			PD DOG CARE	154946	125.00	0.00	125.00	06/05/24	123343
			PD DOG CARE	154947	145.00	0.00	145.00	06/05/24	123343
			** PAYMENT TOTAL **		270.00	0.00	270.00	06/05/24	123343
99538		3926	CORE & MAIN LP						
			Water/MW Stock Material	U766836	2,221.52	0.00	2,221.52	06/05/24	123343
			** PAYMENT TOTAL **		2,221.52	0.00	2,221.52	06/05/24	123343
99539		3929	AXON ENTERPRISE INC						
			PD AXON TASER EQUIPMENT	INUS251165	207.00	0.00	207.00	06/05/24	123343
			** PAYMENT TOTAL **		207.00	0.00	207.00	06/05/24	123343
99540		3945	AYRES ASSOCIATES INC						
			AYRES	215386	7,147.75	0.00	7,147.75	06/05/24	123343
			EPA BROWNFIELDS GRANT	215434	26,049.23	0.00	26,049.23	06/05/24	123343
			** PAYMENT TOTAL **		33,196.98	0.00	33,196.98	06/05/24	123343
99541		3997	FNB0						
			Wastewater-UPS	000065VW79164	47.92	0.00	47.92	06/05/24	123343
			Wastewater-UPS	000065VW79184	96.20	0.00	96.20	06/05/24	123343
			AIRPORT- UPS	000065VW79194	70.22	0.00	70.22	06/05/24	123343
			UPS Wastewater- Shipments	000065VW79214	80.85	0.00	80.85	06/05/24	123343
			AIRPORT- UPS	000065VW9174	18.70	0.00	18.70	06/05/24	123343
			UPS Wastewater- Shipments	000065VW9194	48.26	0.00	48.26	06/05/24	123343
			UPS Wastewater- Shipments	000065VW9204	64.55	0.00	64.55	06/05/24	123343
			LANDFILL- 2024 SCALE LICENSE	00YK4	205.27	0.00	205.27	06/05/24	123343
			IFC Book tabs	101780892	24.00	0.00	24.00	06/05/24	123343
			Turbo page tabs	101783856	22.00	0.00	22.00	06/05/24	123343
			SCHEDULING APP FOR POOL	10728105-0003	24.95	0.00	24.95	06/05/24	123343
			SCREENCONNECT	120434283163	372.00	0.00	372.00	06/05/24	123343
			PD MICRO CHIPS,BOOKS,TRAINING	1289	690.00	0.00	690.00	06/05/24	123343
			PD MICRO CHIPS,BOOKS,TRAINING	1647	52.00	0.00	52.00	06/05/24	123343
			AIRPORT- JP INSTRUMENTS	179164	298.20	0.00	298.20	06/05/24	123343
			FRITO LAY/SNACKS2YOU	1794752	1,109.20	0.00	1,109.20	06/05/24	123343
			General Cap - Sirens & Spkrs	2000020815	4,420.05	0.00	4,420.05	06/05/24	123343

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			Wastewater-lagoon Samples	2001295	189.53	0.00	189.53	
			Daylight Donuts Common Grounds	24037244122900018118	43.78	0.00	43.78	
			Pizza for City Council	247943	46.95	0.00	46.95	
			RESTREAM SOFTWARE	318693DD-0005	490.00	0.00	490.00	
			Quiznos	343435	217.75	0.00	217.75	
			HOTEL AND REGISTRATION	3491847171	621.39	0.00	621.39	
			SCHEDULING APP FOR POOL	4	35.96	0.00	35.96	
			CPO TRAINING	41135130	492.00	0.00	492.00	
			Daylight Donuts - KRW	4728256404204727	27.91	0.00	27.91	
			PD- RETURNING BROKEN ITEMS	5-06-24--FEDEX	16.96	0.00	16.96	
			AIRPORT- THE AD TOOL BOX	51324ADFOOLBOX	499.00	0.00	499.00	
			Tavern 1301 C.O.P. Reception	52	282.00	0.00	282.00	
			PD LODGING/ REAMY	532/NKJ	512.00	0.00	512.00	
			Water/WW-IceMachinedisplayUnit	570228	3,800.00	0.00	3,800.00	
			ECAMM SOFTWARE	653350	240.00	0.00	240.00	
			AIRPORT- UPS - WESTERN SKYWAYS	65VV79	19.11	0.00	19.11	
			Water-HydrantsDist. Training	7002226803	135.50	0.00	135.50	
			PD SHIPMENT OF BADGES	776422847238	12.44	0.00	12.44	
			ANNUAL GFOA DUES/CPPO PROGRAM	798002	1,370.00	0.00	1,370.00	
			Fire Eq - Registration (Jt Ski	8-33433185	60.25	0.00	60.25	
			PD MICRO CHIPS,BOOKS,TRAINING	85522	23.48	0.00	23.48	
			Cow Palace - C.O.P. Candidates	8789858016293	704.00	0.00	704.00	
			PD MICRO CHIPS,BOOKS,TRAINING	D3962179	229.99	0.00	229.99	
			Main Street Now Conference	MAINSTCONF50824	2,342.97	0.00	2,342.97	
			AIRPORT- ALTERNATOR/FUEL PUMP	S024-878	1,427.44	0.00	1,427.44	
			PD TRAINING REGISTRATIONS	TRF/100199112	250.00	0.00	250.00	
			Ubiquiti Ap's and Switch	US1045698	696.00	0.00	696.00	
			PD MICRO CHIPS,BOOKS,TRAINING	VAF05-13-24	300.00	0.00	300.00	
			PD TRAINING REGISTRATIONS	VVNG8FJD98V	525.00	0.00	525.00	
			AIRPORT- ALTERNATOR/FUEL PUMP	W061475	800.00	0.00	800.00	
			** PAYMENT TOTAL **	47	24,055.78	0.00	24,055.78	06/05/24 123343
99542		4398	SEC0M					
			JUNE BILLING	0060-6-24	55.40	0.00	55.40	
			JUNE BILLING	0766-6-24	75.16	0.00	75.16	
			JUNE BILLING	1155-6-24	298.20	0.00	298.20	
			JUNE BILLING	1214-6-24	105.16	0.00	105.16	
			JUNE BILLING	1338-6-24	54.95	0.00	54.95	
			JUNE BILLING	1339-6-24	59.95	0.00	59.95	
			JUNE BILLING	1377-6-24	234.90	0.00	234.90	
			** PAYMENT TOTAL **	7	883.72	0.00	883.72	06/05/24 123343



**CITY OF LAMAR**  
**MINUTES OF THE CITY COUNCIL MEETING**  
**May 13, 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, Rob Evans, Kristin Schwartz, Lance Clark  
Brent Bates by zoom

Absent: Manuel Tamez

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**Consent Agenda**

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

**Item #1 – Approval of Council Meeting Minutes – 4/22/2024**

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

- a) Utilities Board – 4/9/2024
- b) Historic Preservation Board – 1/16/2024, 2/20/2024, 3/19/2024
- c) Planning & Zoning Board – 1/16/2024, 3/13/2024
- d) Airport Board – 3/27/2024
- e) Water Board – 2/15/2024, 3/7/2024, 3/14/2024

**Item #3 – Payment of Bills**

General Fund-Vouchers #99176-#99332

**Item #4 – License – New and Renewal**

- a) Coin Operated Amusement Device License – Davis Delights, 35234 Cty Rd. 7, Lamar, CO

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

Voting No: None

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

**Audience Participation**

None

**City Treasurer Report**

City Treasurer Schwartz provided 1<sup>st</sup> quarter 2024 financials for review and questions, none received.

City Treasurer Schwartz provided a brief update on the ARPA funds for those council members that are new. We were awarded \$1,924,082.37 in 2021, to date we have spent \$69,813.87 for the SECED Housing Project in 2022 and committed \$90,000.00 for the Ark Valley Conduit project, which leaves a balance of \$1,764,268.50. She has done some more training on how the money can be spent due to a new ruling that has been set. She has to identify how the money is committed to different projects by the

end of 2024 and we have until the end of 2026 to have all projects identified be complete. She stated there has been discussion on what the city wanted to commit that funding to. She stated that we had talked about doing a full city traffic study in the range of \$100,000.00 the financial software we have been discussing in the amount of \$564,006.50 and the balance would be committed water capital projects that were identified in the water master plan.

City Treasurer Schwartz provided a listing of all grants that we have open and the status that they are currently in and completion date. Currently we have \$9,738,037.76 in awarded grants that are applied for, received or projects ongoing. She announced that we have received grant award notice for the CPW Fishing for Fun Grant to building another handicap pier on the back pond, which will be a permanent dock instead of a floating dock this time as well as a cleaning station. We were awarded the full \$120,000.00 and the project is estimated at \$160,000.00.

City Treasurer Schwartz announced that the City has received the PO for the archery range. She will meet with Rob and Anthony on this as there will be a lot of in-kind work by the city on this.

City Treasurer Schwartz reported that the City has received the backfill money from the State through Prowers County in the amount of \$108,446.00. This money has been committed to the Fire Department for new gear.

### **City Clerk Report**

City Clerk Williams reported that the March revenue report reflected collections of \$497,490.89 which was up 8.52% or \$39,042.65. Year to Date collections were \$1,898,097.40 which was up 8.28% or \$145,173.03 from 2023.

### **City Administrator Report**

#### *Mother's Day*

City Administrator Evans made a comment on Mother's Day being over the weekend and said Happy Mother's Day to all mothers.

#### *Tri-State 9/11 Tribute*

City Administrator Evans reported that Doug Harbour of the Tri-State 9/11 Board delivered a Certificate of Appreciation to the Lamar City Council.

#### *CML Conference*

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

#### *Chief of Police Search*

City Administrator Evans announced that there will be a community reception on Thursday, May 16, 2024 4-6:00 p.m. at the Tavern 1301 and panel interviews will be conducted on Friday, May 17, 2024.

#### *Lamar Days Events*

City Administrator Evans provided the following Lamar Days Event schedule.

- Chamber of Commerce BBQ Cook Friday, May 17, 2024
- Lamar Days Parade, Saturday, May 18, 2024
- Car Show, Saturday, May 18, 2024.

### *Coffee with Rob*

City Administrator Evans announced schedule for Coffee with Rob.

- May 15, 2024 – 7:00 a.m. Hickory House
- May 22, 2024 – 7:00 a.m. McDonalds
- May 29, 2024 – 7:00 a.m. TA Express

### *Lamar Chamber 3<sup>rd</sup> Annual Glow Golf Night Tournament*

City Administrator Evans announced that Chamber of Commerce 3<sup>rd</sup> Annual Glow Golf Night Tournament is Saturday, June 8, 2024, 4:00 p.m. at Spreading Antlers Golf Course.

### *City Christmas Party*

City Administrator Evans asked what the Council would prefer for a City Christmas Party Venue as the current location needs confirmation of date. Council discussed and it was decided to continue at the Elk's this year on December 7, 2024.

### *Prowers County Sheriff's Office Youth Academy*

City Administrator Evans announced that the Prowers County Sheriff's Office Youth Academy is June 3-7, 2024.

### *Council Meeting Cancellation*

City Administrator Evans announced that the Council meeting scheduled for May 27, 2024 has been cancelled due to Memorial Day. Council confirmed that City Treasurer Schwartz could pay bills as necessary and Council will approve them at the next meeting.

### *Project Update*

City Administrator Evans reported on the following:

- Update on beaver relocation, they captured two and will continue to stay on top of this.
- Youth Soccer league completed.
- Radar certification completed.
- IT Department continues to work on camera installation at various buildings.
- Fire Department No Booze Cruise Friday evening May, 17, 2024.

### *Oath of Office for New Police Officer – Ezequiel Hernandez*

Police Chief Miller introduced Officer Ezequiel Hernandez. Mayor Crespin administered the Oath of Office. Officer Hernandez's sister, Bianca Hernandez, did his badge pinning.

### *Miscellaneous*

None

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

#### *Planning & Zoning Board Update*

Councilmember Gonzales reported that they have items on the agenda tonight and there are some great things happening in Lamar.

#### *Golf Board Update*

Councilmember Gonzales reported that the Chris Stuart family tournament was held over the last weekend, great event. In June they will host the Glo Golf Tournament,



DECA Tournament and Wiley Panther Open. Greens look amazing. Also there are still talks about JVA holding a tournament.

*Graduates*

Councilmember Mata gave a congratulations to all of the area High School and College Graduates.

*Public Safety Board*

Councilmember Jenkins and Public Safety Board Chairman Don Williamson reported that they continue working on the bylaws, they will be meeting the 3<sup>rd</sup> Thursday of the month at 4:00 p.m. and are still in need of two more members.

*PMC Update*

Mayor Crespin stated that they had their PMC meeting today and continued work on the community picnic scheduled for June 7, 2024.

*Miscellaneous*

Councilmember Bates that SECCI will be hosting its annual fundraiser on July 20, 2024, 6-10:00 p.m. at the Shore Pocket Park.

Councilmember Jenkins wanted to update the public as to what the fire department was doing. They are doing their annual hose testing, this is to help maintain Lamar's ISO class 2 rating.

## **OLD BUSINESS**

### **Award Bid for New Financial Software to Tyler Technologies**

Councilmember Bates moved and Councilmember Gonzales seconded to award bid to Tyler Technologies for the new financial software on premise and allow the Mayor to sign once the new contract has been reviewed and approved by City Attorney and City Treasurer.

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

Voting No: None

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

## **NEW BUSINESS**

### **Public Hearing for New Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291**

Mayor Crespin requested to open Public Hearing at 7:43 p.m.

Councilmember Jenkins moved and Councilmember Mata seconded to open the public hearing for a new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

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

Voting No: None

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

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

Mayor Crespín asked if there was anyone in favor of the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

Rob Hosick, consultant for Family Dollar Store spoke in favor of the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

Mayor Crespín asked if there were any further comments in favor of the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291; none received.

Mayor Crespín asked if there was anyone against the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

Galan Burnett, 800 S 6<sup>th</sup>, spoke against the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

Mayor Crespín asked if there were any further comments against the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291; none received.

Councilmember Gonzales moved and Councilmember Jenkins seconded to close the public hearing for new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291 at 8:05 p.m.

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

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

Councilmember Gonzales moved and Councilmember Mata to approve the new Fermented Malt Beverage & Wine Liquor License for Family Dollar Stores of Colorado, LLC dba/Family Dollar Store #24291.

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

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

### **UAC 4U Agreement**

Councilmember Jenkins moved and Councilmember Mata seconded to approve the UAC 4U Agreement for the company to provide free magnets to the City of Lamar to give out to the citizens at no charge.

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

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

**CDOT Letter of Support for US50 Passing Lanes Grant Application**

Councilmember Jenkins moved and Councilmember Gonzales seconded to approve a letter of support to CDOT for the US50 Passing Lanes Grant Application and authorize the Mayor to sign.

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

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

**A Resolution of the Board of Directors of Southeastern Colorado Water Conservancy District concerning the 2003 Intergovernmental Agreement with the City of Aurora**

Councilmember Mata moved and Councilmember Jenkins seconded to approve the Resolution of the Board of Directors of Southeastern Colorado Water Conservancy District concerning the 2003 Intergovernmental Agreement with the City of Aurora based on attorney corrected changes.

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

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

**Approval of ARPA Subrecipient Agreement with Southeastern Colorado Water Conservancy District**

Councilmember Jenkins moved and Councilmember Bates seconded to approve the ARPA Subrecipient Agreement with Southeastern Colorado Water Conservancy District and allow the Mayor to sign.

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

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

**Approve Staff to Apply for CDPHE 1306 Brownfields Cleanup Grant**

Councilmember Jenkins moved and Councilmember Mata seconded to approve staff to apply for CDPHE 1306 Brownfields Cleanup Grant in the amount of \$250,000.00 for the asbestos abatement of the Main Café.

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

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

**Approve Agreement with Ayers for Consulting Services for the Preparation of the CDPHE 1306 Brownfields Cleanup Grant**

Councilmember Gonzales moved and Councilmember Jenkins moved to approve the Agreement with Ayers for consulting services for the preparation of the CDPHE 1306 Brownfields Cleanup Grant.

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

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

**Approve Grant Agreement with SECOG for Dog Park Improvements**

Councilmember Jenkins moved and Councilmember Zavala moved to approve Grant Agreement with SECOG for Dog Park Improvements in the amount of \$5,000.00.

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

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

**Discuss and Consider In-kind Work Contribution to the Shore Arts Center**

Councilmember Jenkins moved and Councilmember Mata seconded to approve the in-kind donation of a large roll-off for the Shore Arts Center as they clean the upstairs to the center. They are going to utilize the upstairs as a museum and speakeasy. They are naming it in honor of Carla Scranton, it will be called Carla's Speakeasy.

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

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

**Memorandum of Agreement for Participation in the Colorado Department of Local Affairs' Main Street Program**

Councilmember Jenkins moved and Councilmember Mata seconded to approve Memorandum of Agreement for Participation in the Colorado Department of Local Affairs' Main Street Program.

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

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

**Schedule Public Hearing for the Royal on the 7<sup>th</sup> Subdivision Final Plat**

Councilmember Jenkins moved and Councilmember Mata seconded to approve the scheduling of Public Hearing for the Royal on the 7<sup>th</sup> Subdivision Final Plat on June 24, 2024.

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

Voting No: None

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

**Ordinance No. – "An Ordinance of the City of Lamar, Colorado stating the intent of the City of Lamar, Repealing and Replacing Transportation Units, Chapter 6, Article IV"**

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve "An Ordinance of the City of Lamar, Colorado Stating the Intent of the City of Lamar, Repealing and Replacing Transportation Units, Chapter 6, Article IV".

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

Voting No: None

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

**Miscellaneous**

None

**Executive Session – (1) For Conference with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. Section 24-6-402(4)(b) Regarding Economic Development Negotiations (2) For the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators under C.R.S. Section 24-6-402(4)(e) Regarding the Chief of Police Search**

Councilmember Jenkins moved and Councilmember Gonzales seconded to enter into an executive session – (1) For Conference with City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. Section 24-6-402(4)(b) Regarding Economic Development Negotiations (2) For the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators under C.R.S. Section 24-6-402(4)(e) Regarding the Chief of Police Search.

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

Voting No: None

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

Regular meeting recessed and executive session convened at 8:46 p.m.

Chief Building Official Strube was in attendance during Item 1 of the executive session and left meeting at 9:19 p.m.

Councilmember Jenkins moved and Councilmember Gonzales seconded that executive session adjourn at 9:35 p.m. and open meeting was reconvened.

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

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

**Adjournment**

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

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

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

The meeting adjourned at 9:36 p.m.

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Linda Williams – City Clerk

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Kirk Crespín – Mayor

**CITY OF LAMAR**  
**MINUTES OF THE SPECIAL CITY COUNCIL MEETING**  
**May 23, 2024**

The City Council met in a special session at 6:00 p.m. in the Council Room with Mayor Crespin presiding.

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

Absent:

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**NEW BUSINESS**

**City/Rhodes Agreement on Main Café/Warehouse Properties**

Councilmember Tamez moved and Councilmember Gonzales seconded to approve agreement between City of Lamar, Haley May Rhodes and Ashlynn Rhodes the donation of the upstairs of 112 S. Main St. for the assistance of removing the south warehouse at 111B W. Beech and 50% cost of roof repair at 111A W. Beech, and authorize the Mayor to sign.

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

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

**Chief of Police Recommendation**

City Administrator Evans gave a brief report on the Chief of Police search, the panels created for the in person candidate interviews along with an in person interview with him. At this time he is recommending candidate Al Fear for the position and asking for permission to move forward with the hiring process.

Councilmember Gonzales moved and Councilmember Bates seconded to approve recommendation of Al Fear for the Chief of Police position and authorize City Administrator to beginning the hiring process.

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

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

**Miscellaneous**

Mayor Crespin asked that the public follow the rules and guidelines set at North Gateway Ponds. Pond one is for fishing only, pond 2-3 allow for non-motorized boating and pond 3 has a designated swimming area.

City Administrator Evans reminded council members that were going to CML to RSVP to Jviation for the dinner on Tuesday, June 18, 2024.

**Adjournment**

There being no further business to come before the Council, Councilmember Jenkins moved and Councilmember Mata 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 6:24 p.m.

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Linda Williams – City Clerk

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Kirk Crespin – Mayor



**LAMAR UTILITIES BOARD  
MINUTES OF THE UTILITIES BOARD MEETING  
April 23, 2024**

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

Present: Jay Brooke, Doug Thrall, Patrick Leonard, Jill Bellomy, Lance Clark, Houssin Hourieh, Lisa Denman, Linda Williams

Absent: Roger Stagner, Kirk Crespin, Leala Owen

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**Minutes of Previous Meeting – April 9, 2024**

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of April 9, 2024.

Voting Yes: Brooke, Thrall, Leonard, Bellomy

Voting No: None

**Purchase Orders #92965 through #93011**

Boardmember Brooke moved and Boardmember Leonard seconded to approve purchase orders #92965 through #93011 in the amount of \$54,900.68.

Voting Yes: Brooke, Thrall, Leonard, Bellomy

Voting No: None

**Payment of Bills**

Boardmember Brooke moved and Boardmember Leonard seconded to approve payment of bills: Vouchers #54389 through #54437 for a total of \$786,082.31.

Voting Yes: Brooke, Thrall, Leonard, Bellomy

Voting No: None

**Consider Approval of Agreement to Bind ARPA and LUB to the COMPOS EPC Contract for the Purpose of Abandoning two Gas Transmission Lines**

Boardmember Brooke moved and Boardmember Leonard seconded to approve agreement to bind ARPA and LUB to the COMPOS EPC Contract for the purpose of abandoning two gas transmission lines.

Voting Yes: Brooke, Thrall, Leonard, Bellomy

Voting No: None

**1<sup>st</sup> Quarter 2024 Financial Report**

Superintendent Hourieh reviewed the 1<sup>st</sup> quarter 2024 financials which included the following:

Balance Sheet – Cash is up \$228,915.00 from December 2023 and accounts receivable has decreased by \$194,195.00.

Income Statement – Total operating revenue is \$1,020,387.00 with total operating costs being \$937,080.00 for a gross operating income of \$83,307.00.

Adding in non-operating revenues and expenses brings the net income to \$45,010.00.

YTD Income Statement – YTD operating revenue is \$3,341,717.00 and total operating costs are \$2,900,152.00 resulting in gross operating income of \$441,565.00. Adding in non-operating revenues and expenses, there is a net income of \$9,427.00.

YTD Comparison to 2023 – Retail sales are up \$39,561.00 or 1%. However, operating expenses are up approximately \$133,535.00 or 5% resulting in a net income of \$9,427.00 for the year.

### **System Operating Report**

Superintendent Hourieh reported that the wind turbines data for the first quarter of 2024 indicates that LUB's three turbines have generated 2,773.30 MWH's of electricity with an average capacity factor of 22.82%. The wind turbines analysis showed that the 2024 first quarter generation is approximately 8.18% lower than the same time frame in 2023 and the capacity factor was approximately 7.21% lower than the same period in 2023. The decrease in wind production is contributed to less wind in 2024. The wind turbine crew started the semi-annual maintenance and inspection program on all turbines per GE's guidelines.

Superintendent Hourieh reported that during last week's high wind storm the line crew replaced a failed DE Epoxilator and a 35 ft. Class II wooden pole in the Kornman area.

Superintendent Hourieh reported that the 2024 LUB/ARPA Scholarship deadline has arrived. This year a total of 5 completed applications were received for the combined \$1,400.00 scholarship. There were 2 received from Lamar, 3 from McClave, and none from Wiley. Superintendent Hourieh asked for two Boardmembers to assist Lisa Denman and Rory O'Neill in the selection process. The selection committee will be given the applications without any identifying information on the application. This anonymous process will allow the students to be judged solely on their academic achievements and community support. Boardmembers Bellomy and Brooke will assist with the scholarship application review.

Superintendent Hourieh announced that the roof is completed on the old plant.

### **Adjournment**

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

Voting Yes: Brooke, Thrall, Leonard, Bellomy

Voting No: None

The meeting adjourned at 12:18 p.m.

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Linda Williams – City Clerk

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Doug Thrall – Chairman

**LAMAR UTILITIES BOARD  
MINUTES OF THE UTILITIES BOARD MEETING  
May 14, 2024**

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

Present: Jay Brooke, Doug Thrall, Patrick Leonard, Roger Stagner, Kirk Crespin, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams  
Jill Bellomy arrived at 12:04 p.m.

Absent:

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**Minutes of Previous Meeting – April 23, 2024**

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of April 23, 2024.

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

Boardmember Bellomy arrived at 12:04 p.m.

**Purchase Orders #93012 through #93060**

Boardmember Stagner moved and Boardmember Leonard seconded to approve purchase orders #93012 through #93060 in the amount of \$807,942.38.

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

**Payment of Bills**

Boardmember Brooke moved and Boardmember Leonard seconded to approve payment of bills: Vouchers #54438 through #54502 for a total of \$292,040.41.

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

**Consider Approval of Bid #2041 – Pole Mount and Pad Mount Transformers**

Boardmember Stagner moved and Boardmember Brooke seconded to approve and award Bid #2041 – Pole Mount and Pad Mount Transformers to Solomon Corp. in the amount of \$384,745.00.

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

**Consider Approval of Bid #2042 – Ductile Iron Poles**

Boardmember Leonard moved and Boardmember Brooke seconded to approve and award Bid #2042 – Ductile Iron Poles to McWane in the amount of \$84,725.71.

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

**Consider Approval of Bid #2043 – Fiberglass Crossarms**

Boardmember Bellomy moved and Boardmember Brooke seconded to approve and award Bid #2043 – Fiberglass Crossarms to Stuart Irby in the amount of \$20,095.50.

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

### **Consider Approval of Bid #2044 – Miscellaneous Line Hardware**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve and award Bid #2044 – Miscellaneous Line Hardware to Techline in the amount of \$33,286.05.

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

### **System Operating Report**

Superintendent Hourieh reported that in preparation for Arby's new service, the line crew installed two 45ft. class II steel poles, where one pole will be the riser pole that will power 225kva padmount transformer, replaced a 40 ft. class II wooden pole at Rd. MM and 11. The crew also installed a 30kva 277/480v new service that will power an irrigation sprinkler at Rd. MM and 9.

Superintendent Hourieh reported that at about 9:45 p.m. May 1, 2024 the system was impacted by high wind. The high wind caused a 69kv crossarm on SECPA's line to fail and the 69kv conductor to fall onto LUB's west end 25kv line. This line fault caused the breaker to trip open, shutting off power to Kornman, Wiley and McClave area customers. The line crew and SECPA's crew worked together to clear the fault. Power was restored at about 10:10 p.m.

Superintendent Hourieh reported that with Kone Crane on site, LUB's crew completed the annual cranes inspection throughout their facilities including the 5 wind turbines. A detailed crane inspection report will be provided by Kone Crane.

Superintendent Hourieh announced that the 2024 LUB/ARPA scholarship process has been completed. This year we received a total of 5 applications for the combined \$1,400.00 scholarship. 2 applications from Lamar High School and 3 from McClave High School. The selection committee was given the applications without any identifying information on them. This anonymous process has allowed the students to be judged solely on their academic achievements and community support. This year's winners are:

- Lamar High School – Carisma Gass
- McClave High School – Kenna McElroy

### **Adjournment**

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

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

The meeting adjourned at 12:15 p.m.

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Linda Williams – City Clerk

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Doug Thrall – Chairman



## MEETING MINUTES ADJUSTMENTS AND APPEALS

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Location: Cultural Event Center City Complex  
Date: May 9, 2024  
Time: 6:00 pm  
Attendees: Richard Maggart, Palle Day-Jensen, Todd Horning, Stephanie Strube  
Absent: Doug Eastin, Rinda Emick, Anne-Marie Crampton

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### MEETING MINUTES

#### I. MEETING CALLED TO ORDER

Time: 6:02 pm

#### II. APPROVAL OF MINUTES FROM NOVEMBER 29, 2023

Motion: Richard

2<sup>nd</sup> by: Todd

All in favor: Yes

#### III. NEW BUSINESS-AA-2024-01

David and Roberta Reyes are asking for a variance for a 0' lot line to build a covered patio (20'x35') two feet from their fence to align with their driveway.

Motion to approve with code compliance and locates.

Motion: Todd

2<sup>nd</sup> by: Richard

All in favor Yes

#### IV. CONCLUSION

Adjourn: 6:15 pm

Motion: Richard

2<sup>nd</sup> by: Todd

  
Richard Maggart

  
Stephanie Strube

## Public Safety Board Minutes

April 18, 2024

Meeting called to order at 5:30pm in the Library Conference Room with the following present: Gerry Jenkins, Mike Duffy, Terry Martin, Robert Evans, Kyle Miller, Don Williamson.

Appointed Don Williamson as Chairman and Mike Duffy as Secretary, with Gerry Jenkins as Council Liaison. Rob Evans, City Administrator and Kyle Miller, as Police Chief along with Jeremy Brookhart, Fire Chief as advisors to the Board.

Discussion on developing a set of bylaws for the board.

Meetings were set for the 3rd Thursday of each month, 5:30pm in the Library Conference room.

Meeting adjourned at 6:00pm.

April 22, 2024

Meeting called to order at 4:10pm in the Library Conference Room with the following present: Gerry Jenkins, Terry Martin, Don Williamson, and Mike Duffy.

Discussion on a simplified set of By Laws consisting of a Mission statement, Membership, and Meetings.

Meeting adjourned at 6:00pm.

May 08, 2024

Meeting called to order at 4:17pm in the Library Conference Room with the following present: Gerry Jenkins, Terry Martin, Don Williamson and Mike Duffy.

Continued discussion of proposed by laws to be typed up and submitted to Lance Clark, City Attorney, for his approval. Discussion of the Tip Line and to whose jurisdiction that may fall under.

Adjourned at 5:21pm. Next meeting May 16 after the Police Chief Meet and Greet.

# MEMORANDUM

DATE: 5/03/2024

TO: WATER BOARD MEMBERS

PLEASE BE ADVISED THE NEXT WATER ADVISORY BOARD MEETING  
WILL BE

**May 9th, 2024**  
**BEGINNING AT 5:00 p.m.**  
**At the Public Works Building**

IF YOU ARE NOT ABLE TO ATTEND, PLEASE CONTACT  
PUBLIC WORKS DEPT. OR PAT MASON.

*Tentative agenda:*

*Approval of Minutes of March meeting Minutes*

*Water/Wastewater Report*

*Director's Report*

*Miscellaneous:*





City of Lamar

Water Board Advisory

4/11/2024

**Present** – Dan Neuhold, Brad Young, Roy Cue, Manuel Tamez, Patrick Mason, Robbie Batdorf, Tresa Holbert

Meeting was called to order at 5:13 p.m.

Dan Neuhold entertained a motion to approve the March 2024 minutes. Moved by Roy Cue, 2<sup>nd</sup> by Brad Young. March 2024 Minutes Passed.

Water/Wastewater Superintendent Robbie Batdorf referenced February 2024 water well levels and compared them to March 2024 well water levels. The comparison showed a, less than 1-foot, slight decline in feet of water over the month, in most of the wells. Next a comparison was reviewed by Robbie, with a chart showing March 2023 vs. March 2024 Well Water Levels. Growth was shown in the difference between the two years for the month of March on all wells except Wells 24, 25, and 26. Robbie completed his update by sharing the water storage account balance of 3676.76 Acre Feet of water.

The Water board discussed the Arkansas Valley Conduit Trunk Line progress and its approach to Lamar. Snow Pack levels were reviewed at 117 (The most in Colorado as of 4/8/2024).

Compliance Specialist Tresa Holbert shared information on the 2024 rate increase impact for the 1<sup>st</sup> Quarter. The 2024 Water Sales data presented an increase in revenue, even with less water consumption in the months of January, February, and March. Roy Cue inquired as to whether rate increases caused less water consumption. Tresa responded, sharing there have been few customer inquiries following the rate increase and that water consumption should show significant increases during the 2<sup>nd</sup> Quarter.

Public Works Director Patrick Mason reported that the \$1.8 million dollar government grant has been approved for City of Lamar Wastewater. Funds will be applied toward permits, and environmental clearances for the Wastewater Treatment plant Master Plan execution.

Next, the Donated Archery range was discussed; it was noted that the donation creates possible problems related to the Archery's pond water shares, evaporation, and expenses. Colorado Parks and Wildlife may partner to help with a grant; the idea of filling the ponds and costs of hauling dirt was also discussed.

Lastly, the Lamar Canal Change Case Trial date was announced by Patrick to be January 2026. Completing the meeting, Dan Neuhold entertained a motion to adjourn. Roy Cue motioned 2<sup>nd</sup> by Brad Young. Meeting adjourned at 5:56pm

Respectfully submitted,

Mykinthia Ebron Water/Wastewater Utility Clerk



## City of Lamar Well Field

Feb 2024 vs Mar 2024

Feet of Water in Well			
WELL	Feb	Mar	Difference
1	13.69	13.61	-0.08
3	29.53	29.26	-0.27
4	13.33	13.06	-0.27
5	11.82	11.67	-0.15
6	15.13	14.97	-0.16
8	17.33	17.07	-0.26
9	23.25	22.76	-0.49
10	27.75	27.25	-0.50
11	25.33	24.76	-0.57
12	29.63	28.94	-0.69
13	43.05	42.40	-0.65
14	39.03	38.52	-0.51
16	45.32	45.08	-0.24
17	37.63	36.91	-0.72
18	29.13	28.98	-0.15
19	26.37	26.34	-0.03
20	26.07	26.25	0.18
22	25.40	25.32	-0.08
24	12.91	12.72	-0.19
25	19.20	19.35	0.15
26	13.02	13.09	0.07
27	14.65	14.41	-0.24
28	17.83	17.78	-0.05
47	7.65	6.74	-0.91

## City of Lamar Well Field

Mar 2023 vs Mar 2024

Feet of Water in Well			
WELL	2023	2024	Difference
1	11.24	13.61	2.37
3	26.22	29.26	3.04
4	8.12	13.06	4.94
5	6.23	11.67	5.44
6	9.25	14.97	5.72
8	13.16	17.07	3.91
9	15.98	22.76	6.78
10	21.14	27.25	6.11
11	17.05	24.76	7.71
12	22.22	28.94	6.72
13	35.97	42.40	6.43
14	32.44	38.52	6.08
16	40.98	45.08	4.10
17	33.48	36.91	3.43
18	26.07	28.98	2.91
19	24.42	26.34	1.92
20	24.83	26.25	1.42
22	24.26	25.32	1.06
24	13.14	12.72	-0.42
25	19.76	19.35	-0.41
26	14.19	13.09	-1.10
27	12.66	14.41	1.75
28	15.36	17.78	2.42
47	3.92	6.74	2.82

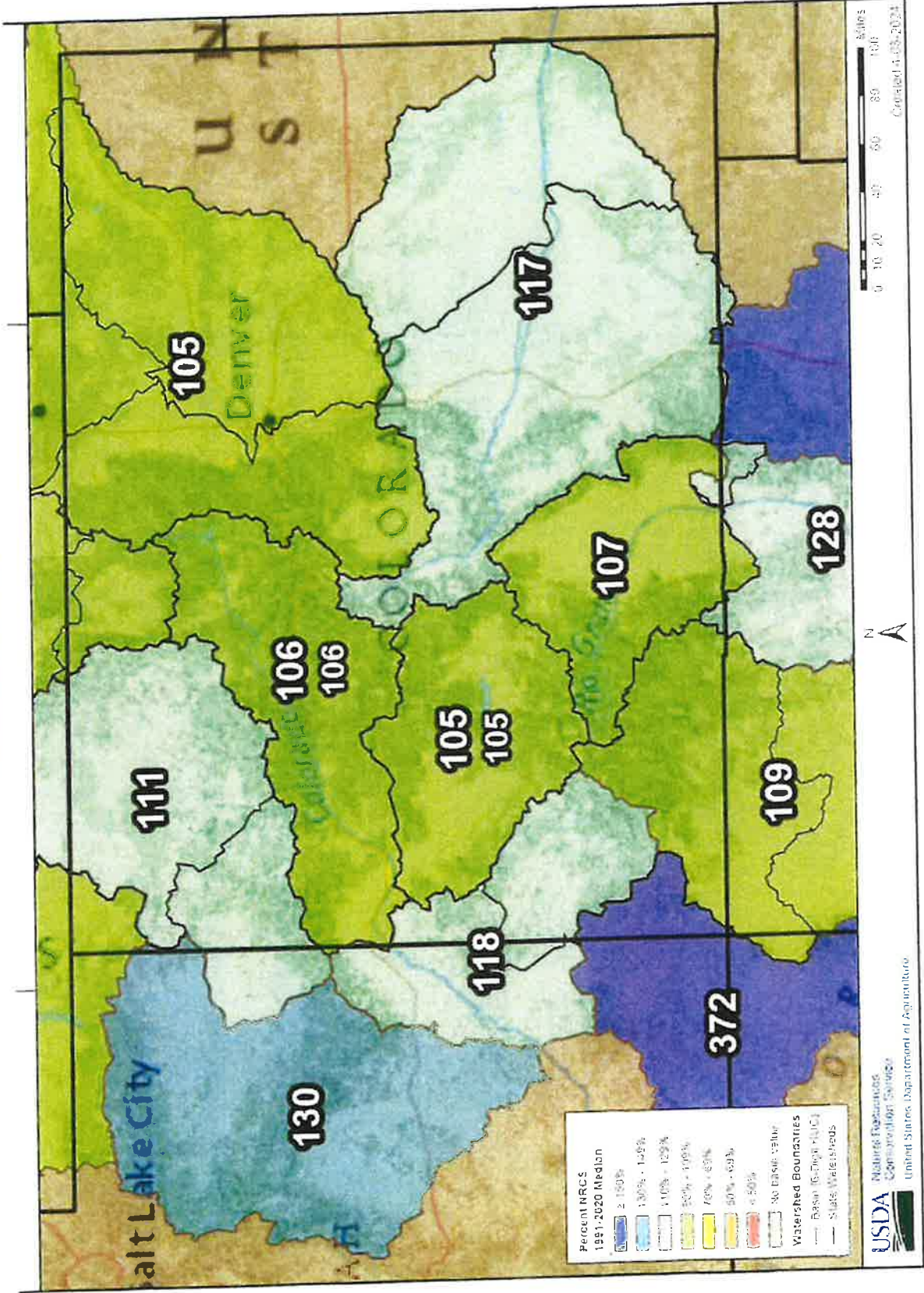
# BUREAU OF RECLAMATION RESERVOIR ACCOUNTING LAMAR PW

Units: Acre-Feet

DAY	OUTFLOW	CONTENT	CARRYOVER OUTFLOW	CARRYOVER EVAP	CARRYOVER CONTENT	CONTENT ADJUSTMENT
01-APR-24	0.00	1071.00	0.00	0.20	2608.64	
02-APR-24	0.00	1071.00	0.00	0.37	2608.27	
03-APR-24	0.00	1071.00	0.00	0.61	2607.66	
04-APR-24	0.00	1071.00	0.00	0.37	2607.29	
05-APR-24	0.00	1071.00	0.00	0.37	2606.92	
06-APR-24	0.00	1071.00	0.00	0.37	2606.55	
07-APR-24	0.00	1071.00	0.00	0.37	2606.18	
08-APR-24	0.00	1071.00	0.00	0.42	2605.76	
<b>TOTAL</b>	<b>0.00</b>		<b>0.00</b>	<b>3.08</b>		

3676.76

END REPORT



### Rate Increase Impact (1st Qtr)

	2024		2023		Difference	
	Consumption Cu Ft	Sales	Consumption Cu Ft	Sales	Consumption Cu Ft	Sales
Jan	2,889,185	\$ 96,818.11	3,078,150	\$ 85,422.36	(188,965)	\$ 11,395.75
Feb	3,017,224	\$ 101,984.37	3,225,906	\$ 88,404.34	(208,682)	\$ 13,580.03
Mar	2,716,406	\$ 93,234.21	2,065,595	\$ 70,638.00	650,811	\$ 22,596.21
					253,164	\$ 47,571.99

Agenda Item No. 1

Council Date: 06/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

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**BACKGROUND:**

ITEMS TO BE DISCUSSED:

1. Grants Update
2. Misc.

**RECOMMENDATION:** None necessary

Agenda Item No. 2

Council Date: 6/10/2024

**CITY CLERK'S REPORT**

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: June 10, 2024

RCE

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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 - MAY 2024

## MONTHLY

### APRIL SALES & USE TAX COLLECTED IN MAY 2024

	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$413,777.28	\$365,478.72	\$48,298.56	13.22%
USE TAX COLLECTED	\$48,815.93	\$37,407.63	\$11,408.30	30.50%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$5,429.12	\$1,471.21	\$3,957.91	269.02%
<b>TOTAL SALES / USE TAX COLLECTIONS</b>	<b>\$468,022.33</b>	<b>\$404,357.56</b>	<b>\$63,664.77</b>	<b>15.74%</b>
VENDOR'S COMMISSION	\$11,595.82	\$11,756.43		

## YEAR TO DATE

### SALES & USE TAX COLLECTED JANUARY - MAY 2024

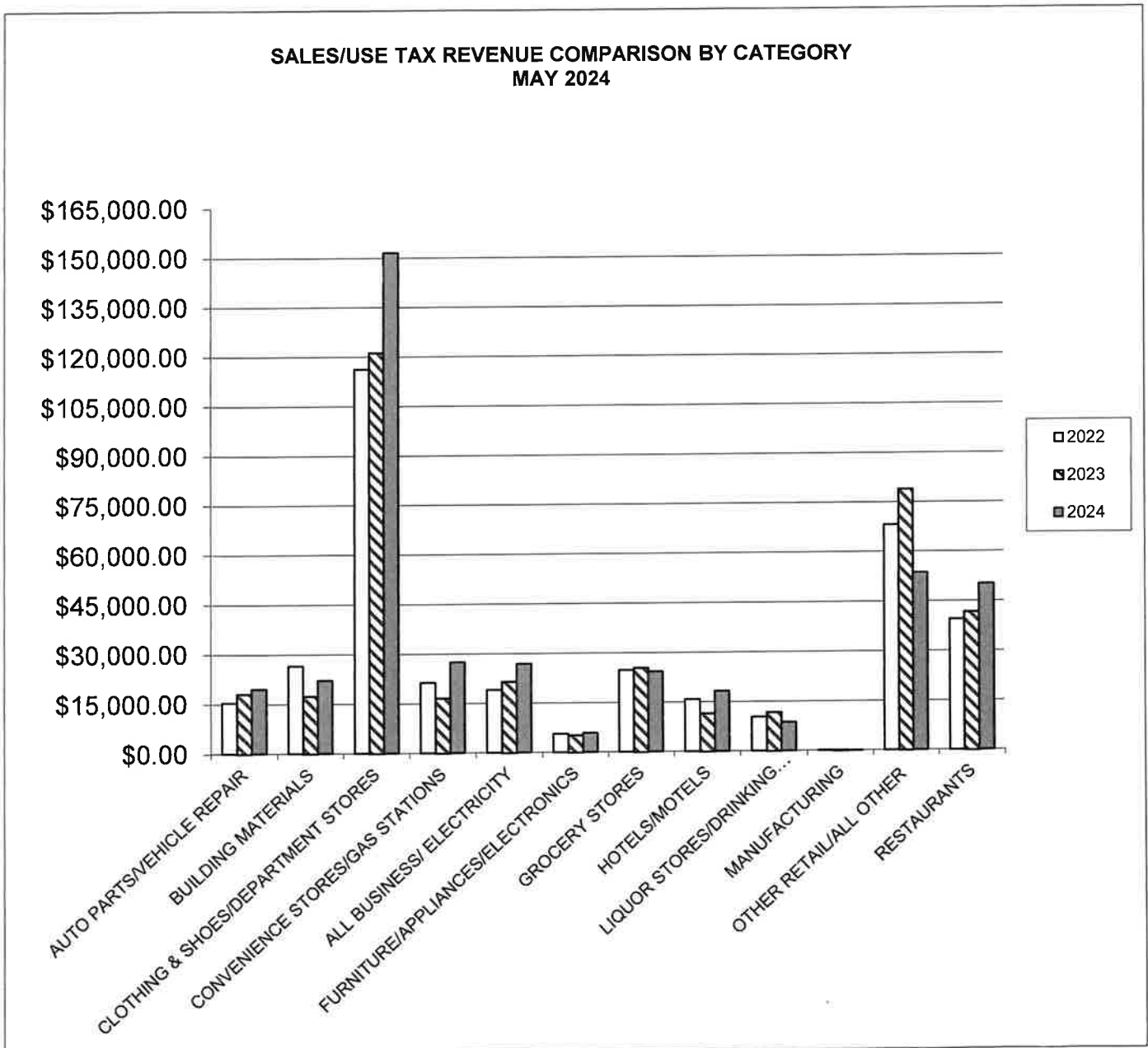
	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$2,165,664.81	\$1,956,253.24	\$209,411.57	10.70%
USE TAX COLLECTED	\$179,151.06	\$180,418.55	-\$1,267.49	-0.70%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$21,303.86	\$20,610.14	\$693.72	3.37%
<b>TOTAL SALES / USE TAX COLLECTIONS</b>	<b>\$2,366,119.73</b>	<b>\$2,157,281.93</b>	<b>\$208,837.80</b>	<b>9.68%</b>
VENDOR'S COMMISSION	\$61,415.20	\$62,558.57		

**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 MAY 2024**

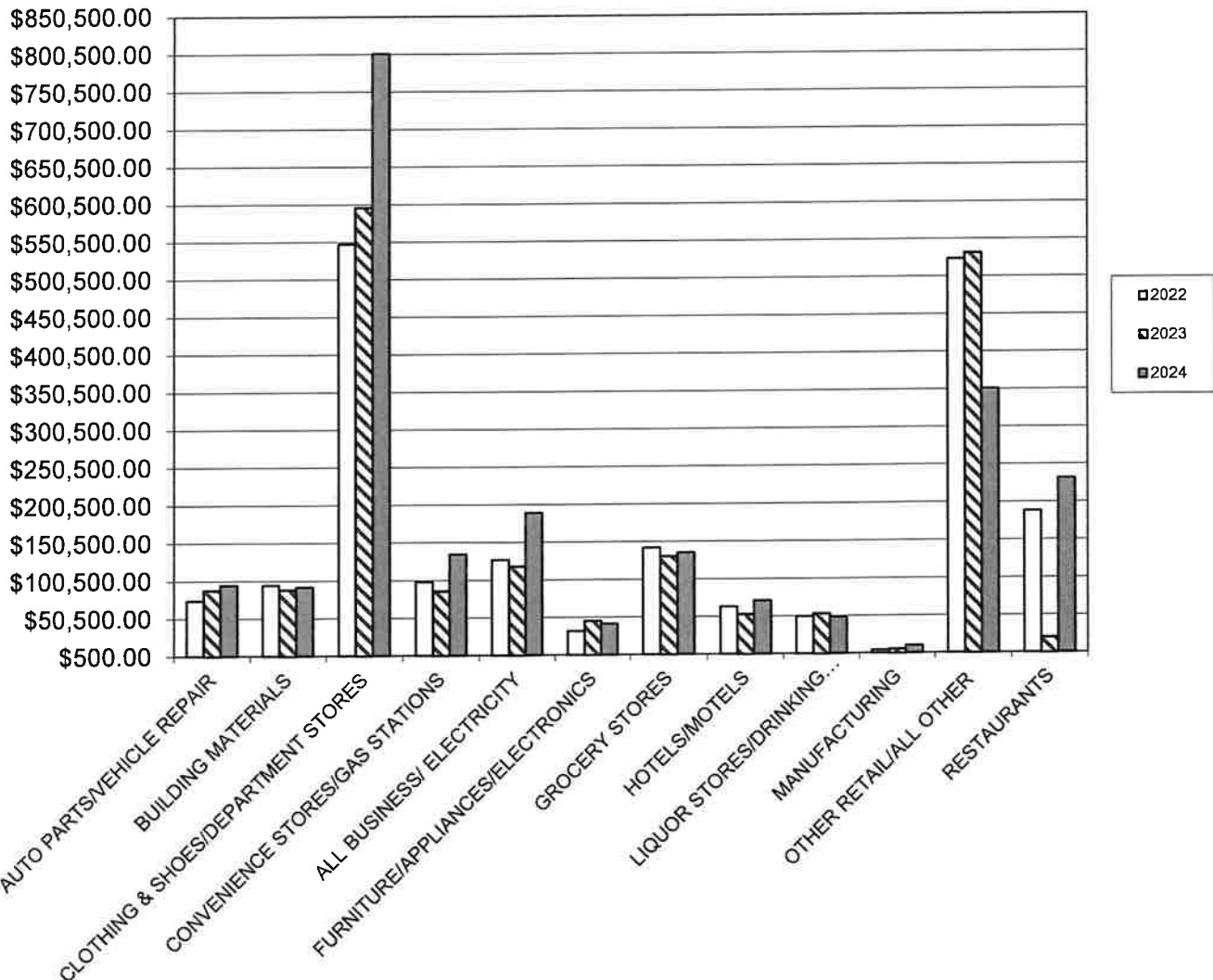
	<b>2022</b>	<b>2023</b>	<b>2024</b>
AUTO PARTS/VEHICLE REPAIR	\$15,523.00	\$18,125.14	\$19,571.07
BUILDING MATERIALS	\$26,553.73	\$17,438.88	\$22,129.85
CLOTHING & SHOES/DEPARTMENT STORES	\$116,250.53	\$121,235.52	\$151,564.67
CONVENIENCE STORES/GAS STATIONS	\$21,354.74	\$16,614.20	\$27,532.64
ALL BUSINESS/ ELECTRICITY	\$19,077.95	\$21,531.66	\$26,899.06
FURNITURE/APPLIANCES/ELECTRONICS	\$5,622.88	\$5,187.26	\$5,904.32
GROCERY STORES	\$24,784.07	\$25,458.36	\$24,335.72
HOTELS/MOTELS	\$15,796.75	\$11,491.46	\$18,334.80
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$10,340.00	\$11,737.00	\$8,740.00
MANUFACTURING	\$208.22	\$124.86	\$14.69
OTHER RETAIL/ALL OTHER	\$68,187.93	\$78,930.11	\$53,610.27
RESTAURANTS	\$39,553.61	\$41,689.66	\$50,184.60



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

	<b>2022</b>	<b>2023</b>	<b>2024</b>
AUTO PARTS/VEHICLE REPAIR	\$74,055.70	\$88,142.05	\$94,876.92
BUILDING MATERIALS	\$94,974.28	\$88,627.98	\$91,820.16
CLOTHING & SHOES/DEPARTMENT STORES	\$547,858.60	\$596,325.51	\$801,097.31
CONVENIENCE STORES/GAS STATIONS	\$98,527.01	\$86,025.65	\$134,774.69
ALL BUSINESS/ ELECTRICITY	\$127,342.69	\$118,537.84	\$189,134.11
FURNITURE/APPLIANCES/ELECTRONICS	\$32,095.54	\$45,828.34	\$41,699.76
GROCERY STORES	\$142,257.06	\$130,959.85	\$135,504.57
HOTELS/MOTELS	\$63,499.40	\$53,118.48	\$71,400.47
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$49,926.00	\$53,771.00	\$48,782.00
MANUFACTURING	\$4,743.06	\$5,849.72	\$10,468.22
OTHER RETAIL/ALL OTHER	\$523,988.60	\$531,766.74	\$351,194.17
RESTAURANTS	\$188,407.93	\$20,535.56	\$231,829.20

**SALES/USE TAX REVENUE COMPARISON BY CATEGORY**  
**JANUARY THROUGH MAY 2024**



**CITY ADMINISTRATOR'S REPORT**

TO: Mayor & City Council Members  
FROM: Rob Evans, City Administrator  
DATE: June 10, 2024

*RF*

- 
1. CML Conference – June 18-21 in Loveland
  2. Chief of Police Results
  3. Coffee with Rob: No Coffee w/Rob June 19 – Gone to CML Conference  
June 26 @ 7am – Daylight Donuts
  4. Southeastern Developmental Services – Open House  
June 20, 2024 11am-6pm Staff meet & great + Potato Bar  
Meet the new Executive Director Mark Henson
  5. Projects Update
  6. Miscellaneous

Southeastern Developmental Services

Open House

June 20, 2024

11am-6pm

Meet the staff and  
enjoy a potato bar!



Please welcome our new Executive Director Mark Henson! Mark has an Applied Behavior Analysis Certificate from the University of Colorado Denver and a Bachelor of Arts from Adams State College. He has previously worked with our individuals via Steel City Behavioral Health and is aware of their unique needs.

Mark started with us on April 23, 2024 and within his first month here has brought very positive changes. He has expanded Day Program hours and in doing so has positively impacted both residential staff and individuals. The residential staff and the environment have improved under this direction. Our Supported Living Services department has been able to expand its services to facilitate this transition by ensuring respite is available to accommodate the adjusted hours. Our Supported Employment Program now has access to the administration building to clean prior to Day Program starting and the individuals are now able to participate in Day Program if they wish due to the schedule change.

Please join us on June 20<sup>th</sup>, 2024 11am-6pm for our annual Open House to meet Mark and the team. We are offering a delicious potato bar that day. We look forward to seeing you all!

Agenda Item No. 1

Council Date: 6/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

Ordinance No. 1272 – “An Ordinance of the City of Lamar, Colorado Repealing and Replacing  
ITEM TITLE: Transportation Units, Chapter 6, Article IV”

INITIATOR: Stephanie Strube

CITY ADMINISTRATOR'S REVIEW: 

ACTION PROPOSED: Approve Ordinance on second reading

STAFF INFORMATION SOURCE: Stephanie Strube, Building Official

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**BACKGROUND:**

The City of Lamar Planning and Zoning Commission met on May 7, 2024 to consider the finalization of adopting the ordinance for the connex boxes. There was no objection to the request.

After the Planning and Zoning meeting, a motion was made and passed to approve the request; therefore, the Planning and Zoning Commission is recommending that the connex box ordinance be approved by the City Council.

**RECOMMENDATION:** All things preliminary to the Ordinance having been properly and timely completed, staff recommends that City Council approve the Ordinance on the second reading or such other action as Council may direct.



102 E. Parmenter  
Lamar, CO 81052  
Phone No.: 719-336-2085  
FAX No.: 719-336-2787  
[www.ci.lamar.co.us](http://www.ci.lamar.co.us)

May 7, 2024

Lamar City Council  
Attn: Kirk Crespin, Mayor  
102 E. Parmenter  
Lamar, Colorado 81052

RE: Connex Box Ordinance

Dear City Councilmembers:

The City of Lamar Planning and Zoning met on May 7, 2024 to consider the finalization of adopting the ordinance for the connex boxes. There were no objections to the request.

After the Planning and Zoning meeting, a motion was made and passed to approve the request; therefore, the Planning and Zoning Commission is recommending that the connex box ordinance be approved by the City Council.

Sincerely,

A handwritten signature in blue ink that reads "Tim Courkamp".

Tim Courkamp  
Chair Person  
Planning & Zoning Commission



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LAMAR, COLORADO REPEALING AND REPLACING  
TRANSPORTATION UNITS, CHAPTER 6, ARTICLE IV**

**WHEREAS:** The use of shipping containers, commonly referred to as a Conex box, is an efficient and useful way to add additional storage to a property; and

**WHEREAS:** The use of Conex boxes has become a more common way to securely store items outside of a residence; and

**WHEREAS:** The regulation and placement of Conex boxes is necessary to ensure the minimal amount of impact on surrounding property owners; and

**WHEREAS:** To provide for the health, safety and well-being of its citizens, and to ensure the structural integrity of shipping containers used as storage facilities, including declaring certain acts or structures to be a nuisance. It necessary to regulate such a use for shipping containers and require such units to comply with all applicable building regulations; and

**WHEREAS:** The city holds the aesthetics within its geographical boundaries as an asset in trust for its citizens. As such, it is necessary to exclude shipping containers, for aesthetic purposes, in certain city zoned districts as stated 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 6, Article IV, from Sec. 6-311 to Sec. 6-325 is hereby repealed in its entirety, and replaced to read as follows:**

Chapter 6, Article IV – SHIPPING CONTAINERS

**Sec. 6-311 Definitions:** The following definition, when used in this article, whether or not capitalized, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Shipping container:* A detachable prefabricated reusable container intended for transporting cargo and commonly called cargo containers, storage containers, transport containers, marine cargo containers, and Conex boxes. They are self-contained without axles or wheels. Semi-truck trailers, sheds, and storage sheds shall not be considered a shipping container.

**Sec. 6-312 Maximum allowed size of shipping container**

It is unlawful for a shipping container to be placed, located or remain within the boundaries of the city to be used as a storage facility of a size in excess of eight (8) feet by twenty (20) feet or the maximum of 160 square feet of storage, and shall not be stacked vertically above the height of a single shipping container.

**Sec. 6-313 Zoning requirements**

- (1) Shipping containers shall only be allowed in the following zones or districts, as shown on the official zoning map of the City of Lamar and designated as: A-L, E-A, O-E, R-2, R-3, I-1, I-2, I-P, C-1, C-2, and C-3.
- (2) It is unlawful to place a shipping container in the following zones or districts, as shown on the official zoning map of the City of Lamar and designated as: M-H, P-U-D, F-P and R-1.

**Sec. 6-314 Other structural and Installation requirements**

- (1) Any person desiring to install a shipping container as a storage facility may obtain a permit application from the Lamar Building Department. The applicant must complete and return the application to the building department for review, inspection and consideration of approval. The Building Inspector may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the public health, safety and welfare, to ensure the structural integrity of the shipping containers unit used as a storage facility, and to minimize the disruption and inconvenience to the public. A permit must be approved by the building department prior to the installation of the shipping container.
- (2) It is unlawful for a shipping container to be placed, located or remain within the bounds of the city that are:
  - a. used for any other purpose other than a storage facility;
  - b. placed, located or remain without receiving a prior approved permit from the building department;
  - c. kept in disrepair, structurally unsound or unsightly;
  - d. not painted to match the main color or trim color of the main building on the property;
  - e. placed, located or remains anywhere else on the property except in the back yard of a residence;
  - f. placed, located or remain in any zones or districts not approved for a shipping container;
  - g. in violation of any other municipal code or ordinance;
  - h. in violation of the setback required by the zoning applicable to the property;
  - i. stacked vertically on top of each other;
  - j. placed, located or remains on a vacant lot;
  - k. utilized for temporary storage for more than ninety (90) days when a building or residence is being built within the city limits; or
  - l. utilized as an unpermitted temporary or permanent dwelling or living quarters, camping, cooking or recreation purposes for any amount of time in any zones or districts.

- (3) The owner of property with a shipping container currently in place prior to the passage of this ordinance and in noncompliance with this section shall have one hundred eighty (180) days from the effective date of this ordinance to bring the property into compliance.
- (4) Semi-truck trailers are not shipping containers and shall not be used as storage containers in any zones or districts.
- (5) Any shipping container that is in violation of this section, will be subject to prosecution for violation of this chapter and shall be considered a nuisance and shall be subject to all remedies available to the city, including removal and abatement.
- (6) No person shall have any entitlement or vested right as a result of any permit issued. Such permit provides a revocable privilege.

**Part 2: The Lamar Municipal Code, CHAPTER 30, Article II, Division 11, Sec. 30-404 is hereby repealed in its entirety.**

**Part 3: The Lamar Municipal Code, CHAPTER 30, Article II, Division 12, Sec. 30-435 is hereby repealed in its entirety**

**Part 4: The Lamar Municipal Code, CHAPTER 30, Article II, Division 13, Sec. 30-467 is hereby repealed in its entirety.**

#### **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.

**INTRODUCED, READ IN FULL, PASSED ON FIRST READING AND ORDERED PUBLISHED**  
this \_\_\_\_\_ day of May, 2024 in accordance with the City Charter.

\_\_\_\_\_  
MAYOR KIRK CRESPIAN

ATTEST:

\_\_\_\_\_  
LINDA WILLIAMS, CITY CLERK

**READ IN FULL, PASSED ON SECOND READING AND ADOPTED** this \_\_\_\_\_ day of  
MAY, 2024.

\_\_\_\_\_  
MAYOR KIRK CRESPIAN

ATTEST:

\_\_\_\_\_  
LINDA WILLIAMS, CITY CLERK

Agenda Item No. 1

Council Date: 6-10-2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Schedule a Public Hearing for a Special Event Permit for the Sand & Sage Round-Up

INITIATOR: Linda Williams CITY ADMINISTRATOR'S REVIEW: RIF

ACTION PROPOSED: Schedule a Public Hearing for the Sand & Sage Round-Up to Host a Beer Garden during Sand & Sage Round-Up Fair

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND:

The Sand & Sage Round-Up has submitted an application for a Special Events Permit to host a beer garden during the Sand & Sage Round-Up Fair on August 8, 2024, 5:00 p.m. and 12:00 a.m., August 9, 2024 5:00 p.m. and 12:00 a.m., and August 10, 2024 5:00 p.m. to 12:00 a.m.

44-5-107 The local licensing authority shall cause a hearing to be held if, after investigation and upon review of the contents of any protest filed by affected person, sufficient grounds appear to exist for denial of a permit. Any hearing held at the discretion of the local licensing authority shall be held at least ten days after the initial posting of the notice, and notice thereof shall be provided to the applicant and any person who has filed a protest. Public notice shall be given by the posting of a sign in a conspicuous place on the premises for which application has been made and by publication in a newspaper of general circulation in the county in which the premises are located.

RECOMMENDATION:

Set a public hearing date for the Sand & Sage Round-Up Special Event Permit application on June 24, 2024 at 7:00 p.m. and direct that City staff post the proposed location at 2206 Saddle Club Drive, Lamar, Colorado and publish proper notice in the local paper as required by law.

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Schedule a Public Hearing for a Temporary Modification of Premise Application for Buzzard's Roost

INITIATOR: City Clerk

CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Schedule a Public Hearing for Buzzard's Roost Temporary Modification of Premise to hold all day Concert

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND:

Mr. Jay Gruber, DBA as the Buzzard's Roost, has applied for a temporary modification of premise application for September 14, 2024 7:00 a.m. to September 15, 2024 3:00 a.m. The purpose of the modification is to host a musical festival. The City of Lamar Liquor Licensing Authority must approve or deny the requested temporary modification of premise as well as grant permission in writing to the Buzzard's Roost to hold the musical festival on City owned property.

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

RECOMMENDATION:

Set a public hearing date for a temporary modification of premise application for the Buzzard's Roost on July 8, 2024, direct City staff to post the proposed location at 101 N. Main Street Lamar, Colorado and publish proper notice in the local paper as required by law.

Agenda Item No. 3

Council Date: June 10, 2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

**ITEM TITLE:** CDOT Aeronautics Grant agreement 24-LAA-01 Reconstruct Taxiway A Phase I & II

**INITIATOR:** Patrick Mason

**CITY ADMINISTRATOR'S REVIEW:** R/E

**ACTION PROPOSED:** Approve Resolution to Accept CDOT CDAG Grant agreement 24-LAA-01

**STAFF INFORMATION SOURCE:** Rob Evans City Administrator/ Patrick Mason Public Works Director,  
Kristin Schwartz City Treasurer

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**BACKGROUND:**

Recently the City of Lamar Staff was notified that CDOT Aeronautics had approved a Colorado Discretionary Aviation Grant (CDAG) in the amount of \$113,832 for the reconstruction of a portion of Taxiway A

The CDAG Grant will cover 5% of the Taxiway A Reconstruction Project, Phase I and II. The City of Lamar will be responsible for the remaining 5% for the Federally funded \$ 2,049,000 project. The project total is projected to be \$ 2,276,667 The project is comprised of (BIL) funds, Airport Entitlement funds, CDOT Aeronautics Discretionary Funding and local in-kind Cash matching funds.

**RECOMMENDATION:** Motion to Accept the CDOT CDAG Grant Agreement Resolution # 24-LAA-01 and authorize the Mayors signature.



## Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Lamar**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Lamar** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

#### FURTHER BE IT RESOLVED:

That the **City of Lamar** hereby designates **Pat Mason** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

#### FURTHER:

The **City of Lamar** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

#### FINALLY:

The **City of Lamar** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

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

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

Print Name and Title: \_\_\_\_\_

#### ATTEST (if needed)

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

Print Name and Title: \_\_\_\_\_



## EXHIBIT A



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

### APPLICANT INFORMATION

<b>APPLICANT SPONSOR:</b> City of Lamar	<b>AIRPORT:</b> Southeast Colorado Regional Airport	<b>IDENTIFIER:</b> LAA
<b>PROJECT DIRECTOR:</b> Pat Mason		
<b>MAILING ADDRESS:</b> 102 East Parmenter Lamar, CO 81052	<b>EMAIL ADDRESS:</b>	pat.mason@ci.lamar.co.us
	<b>PHONE NUMBER:</b>	(719) 336-2002

### GRANT NAME AND TERMS

<b>24-LAA-01</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2027

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$113,832.00
Local Cash:	\$113,835.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$2,049,000.00
<b>Total Project Funding:</b>	<b>\$2,276,667.00</b>

### PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
<b>A. Participate in Federally Funded Taxiway Alpha Reconstruction (Phase II)</b>	\$88,888.00	Up to 5.00%	\$88,890.00	5.00%	\$1,600,000.00	90.00%	\$1,777,778.00
<b>B. Participate in Federally Funded 2 Taxiway Alpha Reconstruction (Phase II) - BIL</b>	\$24,944.00	Up to 5.00%	\$24,945.00	5.00%	\$449,000.00	90.00%	\$498,889.00
<b>TOTALS</b>	<b>\$113,832.00</b>		<b>\$113,835.00</b>		<b>\$2,049,000.00</b>		<b>\$2,276,667.00</b>

## EXHIBIT B, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

# STATE CONTROLLER

## MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

**1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**

**2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

**3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

## STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



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**Robert Jaros, CPA, MBA, JD State  
Controller**

# STATE CONTROLLER

## State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

**10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

**12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

**13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

**14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

**16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

**19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

**20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

**21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

**22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, its 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 Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

**24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

**25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

**26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

**27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

**28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed



## STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

**29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

**30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

**31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

**33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**34. Choice of Law, Jurisdiction and Venue.** *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

**35. Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

**36. Public Contracts for Services.** *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

# STATE CONTROLLER

## ADDENDUM 1:

### Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

**A. Definitions.** The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

**B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

**C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

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Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

**E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

**G. Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

**H. Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

**I. Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

**J. Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

**EXHIBIT C**

**STATE CONTROLLER**

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Agenda Item No. 4

Council Date: June 10, 2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Request for Extra-Territorial Water Service

INITIATOR: Patrick Mason, Public Works Director CITY ADMINISTRATOR'S REVIEW:

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Patrick Mason

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**BACKGROUND:**

Staff has received a request from Rolando and Cizdy DeLeon for Water service for DeLeon Truck Repair located at 27533 Highway 287

The business is located outside the City Limits and therefore Water service can only be provided with City Council approval and with the execution of an Extra-Territorial Water service agreement.

If approved, the water meter would be installed on an existing City water line that currently extends across Highway 287. The applicant would extend a private line from that point to their business.

**RECOMMENDATION:** Staff recommends approval of an extra-territorial Water service agreement for Rolando and Cizdy DeLeon at 27533 Highway 287 Lamar Colorado.

**GRANT OF PRIVILEGE OF EXTRA-TERRITORIAL  
WATER AND/OR WASTEWATER SERVICE**

THIS GRANT executed as of this 10th day of June, 2024, by the City Council of the City of Lamar, Colorado, a Colorado Home Rule Municipal Corporation, with addresses for notice of 102 East Parmenter Street, Lamar, Colorado, 81052, hereinafter called and referred to as CITY, unto Rolando DeLeon or Cizdy DeLeon, with address for notice at 27533 US HWY 287 Lamar, CO 81052, hereinafter called and referred to as GRANTEE,

WITNESSETH:

WHEREAS, application has been made by Grantee to the City Council of the City of Lamar, Colorado, seeking service of water and/or wastewater as described in Grantee's application, to supply premises located outside of the City's Municipal limits; and

WHEREAS, City has heretofore enacted Ordinance No. 872 of City, which ordinance has been amended by Ordinance No. 963, and Ordinance No. 1022; and

WHEREAS, Ordinance No. 872, as amended by Ordinance No. 963, and Ordinance No. 1022 regulates and governs the provision of water/wastewater service furnished outside the City's Municipal limits;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, AND THE MATTERS HEREINAFTER SET FORTH, CITY DOES HEREBY GRANT AS FOLLOWS:

1. The City shall supply water and/or wastewater service unto Grantee, and Grantee shall timely pay for said water and/or wastewater service, upon property belonging to Grantee and located outside the Municipal limits of City, which property is described as:

27533 US HWY 287  
Lamar, CO 81052

2. Said water and/or wastewater supply and service shall be used by Grantee for the purpose set forth in Grantee's application for extra-territorial water and/or wastewater use and for no other purpose whatsoever unless and until City's written consent to such other purpose is granted.

3. Grantee shall be solely responsible for all costs and expenses incurred in the installation, utilization and maintenance of said water and/or wastewater service and supply, and fixtures, lines and other materials made necessary thereby, including, but not limited to, all application fees, tap fees and the like.

4. Grantee shall install, utilize and maintain all pipelines and other materials pursuant to all specifications and requirements imposed by the Water and Wastewater Director.

5. The parties of this Grant of Privilege agree that all development within said premises shall be in conformity with the requirements of Ordinance No. 872 as amended by Ordinance No. 963 and Ordinance No. 1022 and any subsequent amendments, inclusive of building and construction codes such as, but not limited to building code standards, fire code, fire code standards, electrical code, mechanical code, property maintenance code, residential code, plumbing code and abatement of dangerous buildings code and zoning codes.

6. The parties to this Grant of Privilege further agree that all development on said premises shall be subject to the City of Lamar zoning and subdivision ordinances, including but not limited to street lighting plans, traffic regulatory signage plans, street names, sign plans, storm water/wastewater system plans, and street system layout, and plans for the purpose of street extension, alignment and orderly growth and traffic flow.

7. Grantee agrees to grant unto City all necessary easements and rights-of-way for placement of all lines necessary to accomplish the within grant.

8. Grantee agrees that all lands hereinabove described and gaining the benefit of City water and/or wastewater service are subject to covenant and agreement from Grantee, his successors and assigns, to the effect that all such lands and owners thereof are deemed to have consented to annexation to the City at such time and in the sole determination of City as such annexation shall be deemed necessary and proper by City. Further, and in like manner, all of said lands and owners are deemed to have consented to inclusion within the boundaries of any paving district formed by the City in respect of tracts of land so to subject water and/or wastewater service.

9. City may, in its sole discretion and at any time, impose upon Grantee, his successors and assigns, any and all of the provisions of Ordinance No. 872 of the City of Lamar, as amended by Ordinance No. 963 and Ordinance No. 1022 and as may hereafter be amended, copies of which are attached for reference.

10. It is expressly understood that City is subject to no standards or conditions of delivery of water and/or wastewater whatsoever, including quality, quantity, pressure, suspension of service, or any other such condition or standard, all the same being solely within City's discretion and capability to deliver water and/or wastewater service, and it is further understood by Grantee that the use restrictions and total suspension of water and/or wastewater service provisions of Ordinance No. 872, as amended, may be activated at any time by City.

11. The parties to this grant of privilege agree that all other provisions of Ordinance No. 872, as amended by Ordinance No. 963 and Ordinance No. 1022 and as may hereafter be amended, shall be in full force and effect in respect to the premises to be served pursuant to this grant of privilege.

12. No provision of this grant of privilege shall be construed or operate to transform City into a public utility, it being fully understood that City is not a public utility, but is a municipally-operated water and/or wastewater system, with citizens of City having first and prior privilege to draw upon City's water and/or wastewater installations and systems.

13. Pursuant to Ordinance 872, as amended, any violation of non-compliance by Grantee with the provisions of this grant of privilege may result in the imposition of such penalty as may be determined by City Council in its sole discretion, including but not limited to, revocation of this grant of privilege for water and/or wastewater service.

14. This grant of privilege shall be and become binding upon and inure to the benefit of City and Grantee, their successors and assigns, and any action necessary to construe, interpret or enforce the provisions of this grant of privilege shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract, to recover its costs and expenses incurred, including reasonable attorney and expert witness fees.

15. A copy of this Agreement shall be recorded of record with the Prowers County Clerk and Recorder's Office. Any and all of Grantee(')(s') heirs, personal representatives, successors and assigns are deemed to have knowledge of the within document because of the same being recorded by Grantor in the records of the Prowers County Clerk and Recorder's Office and are required to comply herewith.

16. The rights granted herein shall be run with the land.

CITY OF LAMAR, COLORADO

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Accepted and approved:

*Cindy De León*  
\_\_\_\_\_  
Grantee

*Rolando De León*



Agenda Item No. 5

Council Date: 6/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid 44-008 for Financing for the 2024 Ford Edge for the Library

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: \_\_\_\_\_

ACTION PROPOSED: Award Bid 44-008

STAFF INFORMATION SOURCE: Kristin Schwartz, Bill Kisamore

---

**BACKGROUND:** The City of Lamar solicited proposals for financing the 2024 Ford Edge for the Library. Bid packets were mailed to all relevant businesses in our area and the request for proposal was advertised in the local paper on May 9, 2024. Three proposals were received and accepted by the City Treasurer by 5:00 p.m. on May 28, 2024. The bid opening was held on May 29, 2024 and all three bids were acknowledged and accepted.

**RECOMMENDATION:** Staff recommends that the award for the Financing for the 2024 Ford Edge for the Library be awarded to Community State Bank who bid the lowest interest rate and allow the Mayor to sign the Lease agreement upon approval by City Attorney, City Treasurer and Lender.

		CITY OF LAMAR			
		BID 44-008			
		FINANCING LEASE/PURCHASE			5/29/2024
		FORD EDGE - LIBRARY			
<b>BIDDERS</b>	<b>COMMUNITY STATE BANK</b>	<b>FRONTIER BANK</b>	<b>GN BANK</b>		
	Lamar, CO	Lamar,CO	Lamar,CO		
ITEM: FINANCING FOR LEASE/PURCHASE					
OF 2024 FORD EDGE - LIBRARY					
PER BID SPECIFICATIONS					
INTEREST RATE FOR LEASE	5.60%	5.70%	5.75%		
ANNUAL PAYMENTS	\$8,617.59	\$8,645.47	\$8,653.29		
ANY ADDITIONAL COSTS ASSOC W/LEASE	7.20	0	0		
<b>COMMENTS:</b>					
<b>PRESENT FOR BID:</b>					
Kristin Schwartz, City Treasurer					
Hector Martinez Yanez, GN Bank					
Karen Woodard					
Toni McPherson					



**Community State Bank**  
717 N. Main St. Lamar, CO 81052

**COMMUNITY STATE BANK**  
717 North Main Street  
Lamar, CO 81052  
Contact: Rita Marquez  
(719) 336-3272

**BID PROPOSAL FOR: 1 – 2024 Ford Edge for the Library**

**CITY OF LAMAR**  
Office of the City Treasurer  
102 East Parmenter Street  
Lamar, CO 81052

**Bid Number: 44-008**

**Dated: 05/24/2024**

**Return Date: 05/28/2024 AT 5:00 P.M.**

**Bid Opening: 05/29/2024 AT 10:00 A.M.**

**Description: Financing for Lease/Purchase of 2024 Ford Edge for Library**



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Company History and Experience	Page 5
Disclosures	Page 6
References	Page 7
Fee Schedule	Page 8
Exhibit A (Equipment Schedule)	Page 9



**SIGNATURE SHEET**  
Please Print or Type

**Name of Business:** COMMUNITY STATE BANK

**Address:** 717 NORTH MAIN STREET

**City, State, Zip Code:** LAMAR, CO  
81052

**Phone No:** 719-336-3272 **Fax No:** 719-336-3280

**E-Mail:** [rmarquez@csb-lamar.com](mailto:rmarquez@csb-lamar.com)

**Federal Tax ID:** 26-2712298

**Signature:**  **Date:** 5/24/2024

**Printed Name:** Rita Marquez **Title:** SVP

**Proposer Acknowledge Receipt of the Following Addenda:**

Addendum No.	Date

The above signed proposes to provide services in accordance with the specifications for RFP 44-008 and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.



SUBMITTAL LETTER

CITY OF LAMAR  
Office of the City Treasurer  
102 East Parmenter Street  
Lamar, CO 81052

To Office of City Treasurer:

Community State Bank hereby is making proposal for a request for lease financing for certain identified equipment (See Exhibit A) used for and by the City of Lamar, CO.

**Whereas:**

Community State Bank has proper understanding of the financial instrument being used to accommodate the needs of the desired request for proposal.

Community State Bank hereby authorizes the following individuals to make representations on behalf of the bank regarding to the referenced request for proposal:

Craig Choat, President [cchoat@csb-lamar.com](mailto:cchoat@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
Dan Tate, Vice President [dtate@csb-lamar.com](mailto:dtate@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
Brendan Randle, Branch President [brandle@csb-lamar.com](mailto:brandle@csb-lamar.com), 301 Main Street, Springfield, CO 81073  
Cole Grenard, Vice President [cgrenard@csb-lamar.com](mailto:cgrenard@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
Rita Marquez, Sr. Vice President [rmarquez@csb-lamar.com](mailto:rmarquez@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
Scott Reed, Loan Officer [sreed@csb-lamar.com](mailto:sreed@csb-lamar.com), 717 North Main Street, Lamar, CO (719) 336-3272

Community State Bank hereby authorizes the above individuals to sign transmittal letters sent to the City of Lamar.

Community has included a complete amortization schedule for the proposal.

(See attached Lease Amortization Schedule)

Community State Bank will not transfer or sell the financial instrument.

Community State Bank has included a sample lease agreement form for submitted proposal.

(See attached lease agreement)

Regards,

  
Rita Marquez, Sr. Vice President  
Community State Bank



COMPANY FORMATION, HISTORY AND EXPERIENCE

Community State Bank  
717 North Main Street  
Lamar, CO 81052  
(719) 336-3272  
Established: 2008

Branch:  
Community State Bank  
1301 Main Street  
Springfield, CO 81073  
(719) 563-1272  
Established: 2017

Lease Financing Key Personal:

Craig Choat, Senior Vice President [cchoat@csb-lamar.com](mailto:cchoat@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
*Experience: 32 years in banking and finance.*

Dan Tate, Vice President [dtate@csb-lamar.com](mailto:dtate@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
*Experience: 29 years in banking and finance.*

Brendan Randle, Branch President [brandle@csb-lamar.com](mailto:brandle@csb-lamar.com), 301 Main Street, Springfield, CO 81073  
*Experience: 18 years in banking and finance.*

Cole Grenard, Vice President [cgrenard@csb-lamar.com](mailto:cgrenard@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
*Experience: 5 years in banking and finance.*

Rita Marquez, Sr. Vice President [rmarquez@csb-lamar.com](mailto:rmarquez@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
*Experience: 25 years in banking and finance.*

Scott Reed, Loan Officer [sreed@csb-lamar.com](mailto:sreed@csb-lamar.com), 717 Main Street, Lamar, CO (719) 336-3272  
*Experience: 30 years in banking and finance.*



#### DISCLOSURES

Community State Bank has no personal or financial interest that could arise a conflict in providing products or services provided to the City of Lamar.

Community State Bank hereby acknowledges that the current Mayor, Kirk Crespín, is employed by the bank as the Information Technology (IT) manager. The bank also certifies that Mr. Crespín does not have any responsibilities associated with the lending function within the bank.





REFERENCES

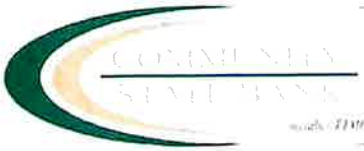
- Carrigan Excavating, LLC – Mark Carrigan, (719) 336-3313
  - Providing full suite of banking services
- Horning Consulting, LLC - Todd & Sarah Horning, (303) 941-1774
  - Providing full suite of banking services
- Prowers County Treasurer - Judy Wittman, (719) 336-8081
  - Providing banking services
- Southeast Colorado Enterprise Development, Stephanie Gonzales (719) 336-3850
  - Providing banking services
- Southeast Colorado Hospital District, - Dorothy Burke (719) 523-4501
  - Providing banking services



FEE SCHEDULE

**Lessee:** City of Lamar, a Municipal Corporation  
**Acquisition:** 1 – 2024 Ford Edge for Library  
**Total Finance Amount:** not expected to exceed proposal from Tri-County Ford \$38,754  
**Down Payment:** At Closing \$8,617.59  
**Loan Closing Date:** On or Before June 14, 2024  
**Base Term:** 4 - Years  
**Payment Frequency:** Annual  
**Date of First Payment:** June 14, 2024  
**Subsequent Payments:** By June 14<sup>th</sup> of every year left for term  
**Additional Fees:** \$ 7.20 filing fee (1 X \$7.20)

<b>Lessor:</b>	<b>COMMUNITY STATE BANK – LAMAR, CO</b>
<b>Type of Financing:</b>	<b>Tax Exempt – Bank Qualified Municipal Lease / Purchase Agreement</b>
<b>Annual Payment Amount:</b>	<b>\$8,617.59</b>



**Community State Bank**  
717 N. Main St. Lamar, CO 81052

Account Name: CITY OF LAMAR

Account Number: 44-008

**Lease Amortization Schedule**

Payment#	Pay Date	Payment Amt	Interest	Principal	Balance
	___/___/___	\$0.00	\$0.00	\$0.00	\$38,754.00
1	6/14/2024	\$8,617.59	\$0.00	\$8,617.59	\$30,136.41
2	6/14/2025	\$8,617.59	\$1,687.64	\$6,929.95	\$23,206.46
3	6/14/2026	\$8,617.59	\$1,299.56	\$7,318.03	\$15,888.43
4	6/14/2027	\$8,617.59	\$889.75	\$7,727.84	\$8,160.59
5	6/14/2028	\$8,617.59	\$456.99	\$8,160.60	(\$0.01)

EXHIBIT A

# Equipment Schedule

Description	Vendor	Quantity	Unit Price	Extended Total
2024 Ford Edge		1		\$38,754
<i>Sole source from Tri County – Government Discount</i>				
<b>Total amount financed with 1<sup>st</sup> being due at closing)</b>				<b>\$38,754 (5 equal payments</b>

**Project**  
**Grand Total      \$38,754**

CITY OF LAMAR

BID NUMBER 44-008

DATE 5-1-2024

INSTRUCTIONS: Bids are to be returned by 5:00 P.M. on the return date indicated. Any bid received after the time and date specified will not be considered. Any bid received by a vendor that does not have a current Business / Sales Tax License with the City of Lamar will not be considered. All bids must be enclosed in a sealed envelope plainly marked with the bidder's business name, contact name, address, phone number, bid number and item. No facsimile bids will be accepted. Failure to complete the bid form or meet the requirements specified may constitute grounds for rejection of a bid. Prices quoted shall be on a "F.O.B. Lamar" or "Delivered" basis. Please make note if your bid does not meet all of the specifications and list those items that may differ. The City of Lamar reserves the right to reject any or all bids, to make minor alterations to the specifications, and to accept the proposal that is in the best interest of the City of Lamar.

For further information contact: Kristin Schwartz at 719-336-1373

Return Date: May 28, 2024 At 5:00 P.M. Bid Opening: May 29, 2024 At 10:00 A.M.

- ALL BIDDERS ARE ENCOURAGED TO ATTEND THE BID OPENING AND CITY COUNCIL MEETING WHEN SAID BID IS TO BE AWARDED
- ALL BIDDERS MUST HAVE A CURRENT BUSINESS / SALES TAX LICENSE AND MUST NOT BE IN DEFAULT ON THE PAYMENT OF TAXES, LICENSES OR ANY OTHER MONIES DUE THE CITY OF LAMAR
- PROOF OF INSURANCE MUST BE PROVIDED TO THE CITY WITHIN 10 WORKING DAYS OF AWARD OF BID BY THE CITY COUNCIL AND PRIOR TO ANY ACTIVITIES RELATED TO THE BID
- IT IS THE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH ALL LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE

Vendor's

FRONTIER BANK  
PO BOX 988  
LAMAR CO 81052

Phone:

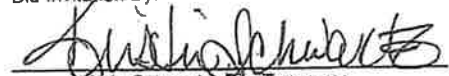
Please return bid to the following address with the Bidder's Business Name, Contact Name, Address, Phone Number, Bid Number and Item Number on the outside of the envelope to:

CITY OF LAMAR  
OFFICE OF THE CITY TREASURER  
102 EAST PARMENTER STREET  
LAMAR, CO 81052

Bid Response By:

Bid Invitation By:

  
Signature Title

  
Kristin Schwartz, City Treasurer

ITEM #	QANTITY	DESCRIPTION	TOTAL PRICE	COMPLETION DATE
		Financing for Lease/Purchase of a 2024 Ford Edge For Library		
Bids submitted will be considered valid for thirty (30) days after bid opening				

Bids submitted will be considered valid for thirty (30) days after bid opening date.

**Table of Contents**

**1. Submittal Summary.....Page 3**  
**2. Company history/experience.....Page 4**  
**3. Disclosures.....Page 5**  
**4. References.....Page 6**  
**5. Fee Schedule .....Page 7**  
**6. Amortization Schedule.....Page 8**

### Submittal Summary

Frontier Bank's understanding of the request, is to provide a proposal bid for a tax-exempt financing package for lease/purchase of a 2024 Ford Edge for the Lamar Library as more particularly described in the RFP 44-008, the purchase price of which is not to exceed \$38,754. Jake Chamberlain-VP, Brady Turpin-VP, Peter Page-Senior VP, and Clay Whitam-President are authorized to make representations on behalf of Frontier Bank. Jake, Peter, Brady and Clay can be reached at 719-336-4351. Frontier Bank's address is 200 S. Main St, Lamar, CO 81052. Our fax # is 719-336-4352. Jake, Peter, Brady and Clay can be reached via email at [Jake@Frontierbankco.com](mailto:Jake@Frontierbankco.com), [Peter@Frontierbankco.com](mailto:Peter@Frontierbankco.com), [Brady@Frontierbankco.com](mailto:Brady@Frontierbankco.com) and [Clay@Frontierbankco.com](mailto:Clay@Frontierbankco.com) respectively.

Frontier Bank authorizes Jake Chamberlain to sign the transmittal letter and to enter into contract with the City of Lamar on the bank's behalf. An amortization schedule has been attached within this packet. The amortization schedules show the funding dates, payment dates, payment amounts, principal portions, interest portions, final payment amount, grand total principal and grand total interest portions over the life of the loan.

A Sample lease agreement is not included with this packet as the city of Lamar already has 2 standing leases with Frontier Bank that serve as a sample for what this proposed lease would look like.

If awarded this bid, Frontier Bank will not transfer or sell the lease to any other financial institution with the exception being any successors.

### Company history/experience

Frontier Bank is a full-service bank, established in 1936, and acquired by Whitcorp in 1991. Frontier Bank provides services in Lamar, Burlington, Springfield, Pueblo, Pueblo West, Alamosa and Walsh. We have a wide array of demand deposit products, and full-service loan departments for commercial, agricultural, consumer, and mortgage loans. We also have a full-service trust department. Frontier Bank is located at 200 S. Main St in Lamar. Our phone # is 719-336-4351. Jake Chamberlain will be the main contact person for the bank in this transaction.

Below I have provided a brief biography for the key individuals involved in this transaction.

**Clay Whitam** is our bank President. He has been in banking for 31 years, and with Frontier Bank for 28 years.

**Peter Page** is our Senior Vice President. He has been in banking and with Frontier Bank for 17 years.

**Jake Chamberlain** is our Vice President. He has been in banking/finance for over 25 years and with Frontier Bank since October 2017. Jake has the recent experience of completing the lease financing with the City of Lamar for the Pierce Type 3 Firetruck as well as the 2019 Vactor Sewer Truck.



**Disclosures**

None of the individuals from the bank that are involved in this transaction have any professional or personal financial interest that would create a conflict of interest in providing service to the city of Lamar.

### References

Frontier Bank has been involved in numerous municipal lease transactions over the years including, but not limited to the lease financing of a new vactor sewer truck for the City of Lamar, a firetruck for the city of Lamar, commercial mowers, instrument landing systems for an airport, street sweepers, loaders, backhoes and road graders.

Due to confidentiality restrictions, we are unable to disclose the names of other municipalities we have worked with.

**Fee Schedule**

**Lessee:** City of Lamar, a Municipal Corporation  
**Acquisition:** 1- 2024 Ford Edge as is more particularly described  
in RFP 44-008.

**Total Finance Amount:** \$38,754.00

**Loan Closing Date:** On or before June 14, 2024

**Base Term:** 5 payments, 4 year term

**Payment Frequency:** Annual

**Date of 1<sup>st</sup> Payment:** At Closing

**Subsequent Payments:** By June 14th of every year left for term

**Lessor:** Frontier Bank

**Type of Financing:** Tax Exempt- Bank Qualified Municipal Lease/Purchase Agreement

**Interest Rate:** 5.7% Fixed

**Equal annual payment amount:** \$8,645.47

**Add'l Info:** Total interest paid under this proposal is \$4,473.35.

City of Lamar- RFP 44-008 2024 Ford Edge

Rate Period ..... : Exact Days

Nominal Annual Rate .... : 5.700 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/14/2024	38,754.00	1		
2 Payment	06/14/2024	8,645.47	5	Annual	06/14/2028

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/14/2024				38,754.00
1 06/14/2024	8,645.47	0.00	8,645.47	30,108.53
2024 Totals	8,645.47	0.00	8,645.47	
2 06/14/2025	8,645.47	1,740.02	6,905.45	23,203.08
2025 Totals	8,645.47	1,740.02	6,905.45	
3 06/14/2026	8,645.47	1,340.94	7,304.53	15,898.55
2026 Totals	8,645.47	1,340.94	7,304.53	
4 06/14/2027	8,645.47	918.80	7,726.67	8,171.88
2027 Totals	8,645.47	918.80	7,726.67	
5 06/14/2028	8,645.47	473.59	8,171.88	0.00
2028 Totals	8,645.47	473.59	8,171.88	
Grand Totals	43,227.35	4,473.35	38,754.00	

**SIGNATURE SHEET**

Please Print or Type

Name of Business: Frontier Bank


Address: 200 S. Main St

City, State, Zip Code: Lamar, CO 81052

Phone No.: (719) 336-4351 Fax No.:

E-Mail: Jake@Frontierbankco.com

Federal Tax ID: 84-0247537

Signature:  Date: 5/8/2024

Printed Name: Jake Chamberlain Title: VP

**Proposer Acknowledge Receipt of the Following Addenda:**

Addendum No.	Date

The above signed proposes to provide services in accordance with the specifications for RFP 44-008 and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.



The Best Place to Bank and Borrow

May 28, 2024

City of Lamar  
Office of the City Treasurer  
102 East Parmenter Street  
Lamar, CO 81052

City of Lamar,

GNBank, N.A. is pleased to offer financing for the lease purchase of a new 2024 Ford Edge for Library.

**Equal Annual Payments**

- Amount: \$ 38,754
  - Initial down payment of \$8,653.29 provided at closing
- Rate: 5.75% Fixed
  - Rate is good for 6 Months
- Payment: \$ 8,653.29

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Remaining</u>
2024	\$8,653.29	\$8,653.29	\$-	\$30,100.71
2025	\$8,653.29	\$6,898.46	\$1,754.83	\$23,202.25
2026	\$8,653.29	\$7,300.63	\$1,352.66	\$15,901.62
2027	\$8,653.29	\$7,726.25	\$927.04	\$8,175.37
2028	\$8,653.29	\$8,175.37	\$477.92	\$-
		Total Interest	<b>\$4,512.45</b>	
		Total Repaid	<b>\$43,266.45</b>	

\*Note that interest quoted and interest paid may differ due to timing of payments.

If you have any questions or need more information please give us a call. Thank you for considering our organization for your financing needs.



Hector Martinez Yanez  
Assistant Vice President

INSTRUCTIONS: Bids are to be returned by 5:00 P.M. on the return date indicated. Any bid received after the time and date specified will not be considered. Any bid received by a vendor that does not have a current Business / Sales Tax License with the City of Lamar will not be considered. All bids must be enclosed in a sealed envelope plainly marked with the bidder's business name, contact name, address, phone number, bid number and item. No facsimile bids will be accepted. Failure to complete the bid form or meet the requirements specified may constitute grounds for rejection of a bid. Prices quoted shall be on a "F.O.B. Lamar" or "Delivered" basis. Please make note if your bid does not meet all of the specifications and list those items that may differ. The City of Lamar reserves the right to reject any or all bids, to make minor alterations to the specifications, and to accept the proposal that is in the best interest of the City of Lamar.

For further information contact: \_\_\_Kristin Schwartz\_\_\_ at \_\_\_719-336-1373\_\_\_

Return Date: May 28, 2024 At 5:00 P.M. Bid Opening: May 29, 2024 At 10:00 A.M.

- ALL BIDDERS ARE ENCOURAGED TO ATTEND THE BID OPENING AND CITY COUNCIL MEETING WHEN SAID BID IS TO BE AWARDED
- ALL BIDDERS MUST HAVE A CURRENT BUSINESS / SALES TAX LICENSE AND MUST NOT BE IN DEFAULT ON THE PAYMENT OF TAXES, LICENSES OR ANY OTHER MONIES DUE THE CITY OF LAMAR
- PROOF OF INSURANCE MUST BE PROVIDED TO THE CITY WITHIN 10 WORKING DAYS OF AWARD OF BID BY THE CITY COUNCIL AND PRIOR TO ANY ACTIVITIES RELATED TO THE BID
- IT IS THE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH ALL LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE

Vendor's Address:

GNBANK  
PO BOX 1108  
LAMAR CO 81052

Phone:

Please return bid to the following address with the Bidder's Business Name, Contact Name, Address, Phone Number, Bid Number and Item Number on the outside of the envelope to:

CITY OF LAMAR  
OFFICE OF THE CITY TREASURER  
102 EAST PARMENTER STREET  
LAMAR, CO 81052

Bid Response By:

Signature Title

Bid Invitation By:



Kristin Schwartz, City Treasurer

ITEM #	QANTITY	DESCRIPTION	TOTAL PRICE	COMPLETION DATE
		Financing for Lease/Purchase of a 2024 Ford Edge For Library		
		Bids submitted will be considered valid for thirty (30) days after bid opening		

Bids submitted will be considered valid for thirty (30) days after bid opening date.

April 29, 2024

**REQUEST FOR PROPOSALS  
CITY OF LAMAR  
CONTRACTED SERVICES**



**NO.:** 44-008                      **CLOSING DATE AND TIME:** May 28, 2024  
5:00 PM MST

**DESCRIPTION:** Financing for Lease/Purchase of 2024 Ford Edge - Library

**BUYER:** Kristin Schwartz                      **PHONE:** 719-336-1373                      **FAX:**  
**E-MAIL:** kristin.schwartz@ci.lamar.co.us

**PRE-QUOTATION CONFERENCE:** NO                      **DATE:**                      **TIME:**

---

**SEALED** quotations will be received until 5:00 p.m. MDT on May 28, 2024 by the CITY OF LAMAR at:

102 East Parmenter Street  
Lamar, Colorado 81052

**SINGLE POINT OF CONTACT:** There will be only one point of contact for this Request for Proposals. The contact point is City of Lamar, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the specifications, the quotation process, and/or the award process shall be directed to the Buyer listed above. City of Lamar's official response to any questions or requests will be through direct letters or the addendum process.

---



**CITY OF LAMAR  
REQUEST FOR PROPOSALS  
FOR  
Financing for Lease/Purchase of 2024 Ford Edge - Library**

The City of Lamar, Colorado will accept sealed proposals at the Office of the City Treasurer, 102 E. Parmenter Street, Lamar, Colorado, 81052, until **5:00 pm May 28, 2024**. Proposals will be opened the morning of May 29, 2024 and acknowledged.

Proposals Will Consist Of: **RFP 44-008 – Financing for Lease/Purchase of 2024 Ford Edge - Library**

**Purpose of Solicitation**

The City of Lamar ("City") is soliciting competitive sealed proposals to select a qualified financial firm to enter into a **four year** Lease/Purchase Agreement for the acquisition of the Ford Edge. A schedule of equipment and specifications are attached as Exhibit A. The City of Lamar will provide all necessary technical support to the awarded Proposer to acquire the equipment. The City has equipment spec'd and priced by Tri-County Ford (Exhibit A). The total amount financed is not expected to exceed the bid (Exhibit A). Proposer shall furnish all personnel, supervision, and management necessary to provide this service. A scored evaluation will be conducted for each submittal and award will be made to the Proposer whose proposal is determined to be the most financially advantageous to the City considering the evaluation factors set forth in Section 1.

Please note, this RFP is asking for Proposers to submit a proposal Tax Exempt – Bank Qualified Municipal Lease / Purchase with interest rates for comparison purposes. Once we have received all proposals, the City will decide which option is in its best interest.

The format for submittals and additional information regarding the scope of work are available in the Bid document. Bid documents can also be obtained electronically or hard copy by contacting Kristin Schwartz, City of Lamar Treasurer, 102 East Parmenter Street, Lamar, Colorado, 81052, 719-336-1373, [kristin.schwartz@ci.lamar.co.us](mailto:kristin.schwartz@ci.lamar.co.us).

In determining the best qualified proposal, Lamar will consider all acceptable proposals on a basis consistent with RFP requirements.

The City of Lamar reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Lamar is an Equal Opportunity Employer. The City of Lamar is exempt from Federal and State taxes and will execute the required exemption certificates.

**1.0 PROPOSAL INSTRUCTIONS AND INFORMATION**

- Please include your original proposal and two (2) copies in a sealed envelope.
- Proposals are to be received no later than **5:00 PM May 28, 2024**, local time.
- The Contract/ Lease Agreement and any attachments to this proposal will form the terms and conditions of the agreement and will be binding on the successful Proposer. The successful Proposer will be expected to execute the Contract/Lease Agreement and fully execute the services described within this document and their Proposal unless objections are submitted with the Proposal. No objections will be considered following the Proposal acceptance time.
- The Owner is the City of Lamar.

- The envelope or box in which the proposal is to be received is to be sealed and marked: “**RFP 44-008 Financing for 2024 Ford Edge - Library**” and include the submitting company’s name on the envelope. No faxed proposals will be accepted.
- The submission package or envelope must be **SEALED** and plainly marked with the following:
  - (1) the Solicitation number, **RFP 44-008**
  - (2) the name of the item or service being sought, and
  - (3) the opening date and time. The submitting Proposer’s return address must appear on the envelope or package.
- Do not respond to more than one Solicitation in the same envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the City, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.**
- Proposals must be submitted in writing. No oral, telephone, facsimile, emailed, or late submissions will be considered. All submissions must be received at the Treasurer’s Office and time and date stamped prior to the closing date and time. It is the submitting Proposer’s responsibility to timely submit their Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped.
- **All proposals must be signed.** Proposals not signed will be disqualified and considered non-responsive.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

**TERMINOLOGY**

The following terms will apply to this Request for Proposal:

- a) Contract means the written agreement resulting from this Request for Proposal executed by the City of Lamar and the Firm;
- b) Firm or Contractor means the successful proponent to this Request for Proposal who enters into a written contract with the City of Lamar;
- c) City means the City of Lamar;
- d) Must, mandatory, will or shall means a requirement that must be met in order for a proposal to receive consideration;
- e) Proposer means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- f) Should, or desirable, means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

**1.1 Intent of Proposal**

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

### 1.2 Proposer's Costs

The Proposer will be responsible for all costs (including shipping) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

### 1.3 Evaluation of Proposal

The City reserves the right to make an award on receipt of initial proposals; Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and what vendor shall be considered for award as deemed to be in the best interest of the City.

The City may conduct such investigations, as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications and financial ability of any potential vendor to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted below are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive vendors shall be established. The vendors shall be rank ordered with the first ranked vendor being considered the most responsive and the second ranked vendor being considered the second most responsive. This process shall be continued until all vendors have been rank ordered.

The City shall then determine whether the vendor's proposal with the highest ranking can be accepted as is without further discussion or clarification. In the event the City determines that clarification of the Proposer's submittal is necessary, the Proposer shall be notified. Should the City be unable to negotiate an acceptable Lease/Purchase Agreement with highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposer. This process shall continue until a satisfactory Lease/Purchase Agreement is negotiated or until all negotiations with qualified ranked Proposers are exhausted. The City shall be the sole judge in determining, either prior to or after negotiations, when a proposal is deemed acceptable. Further, the City shall be the sole judge in determining when discussions or negotiations are to be concluded.

**Evaluation Criteria:** The City of Lamar shall evaluate proposals based upon an overall best value determination with the criteria listed below in relative order of importance.

- |  |           |
|--|-----------|
| • Interest Rate for Lease Term           | 85 Points |
| • Additional Costs Associated with Lease | 5 Points  |
| • City of Lamar Preference               | 10 Points |

Proposals will be opened at the City's Treasurer's Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. In case of a tie, and at the City's discretion, those bidders with identical scores may be given an opportunity for a brief presentation of their bidder's qualifications. The decision of the City's selection committee shall be final and conclusive. Award will be by means of a written Notice of Award to the selected Proposer.

### 1.4 Lease Payment Arrangements

Proposer shall provide lease/purchase loan amortization schedules for above with annual repayment installments. The first payment will be upon signing of lease purchase agreement.

The lease would be year-to-year subject to annual renewal by the City upon annual appropriation of required funds. If City does not renew the lease for any annual renewal term, the lease will terminate, City will surrender possession of vehicles and equipment and the City will have no further obligation thereunder. The City will have the option to purchase the vehicles and equipment during each one-year lease term for specified purchase price minus previous years' lease payments with no pre-payment penalties.

### **1.5 Funding Date**

The City expects to take the final award of the lease agreement to City Council on June 10, 2024. Lease closing and funding will be on or before June 14, 2024.

### **1.6 Reserved Rights**

The City of Lamar reserves the right to accept or reject proposals.

### **1.7 Public Records/Confidential Information**

#### **Public Records**

The Colorado Public Records Law, Colorado Revised Statutes Chapter 27, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. The City is a public agency. Bids are public records and, except as noted below, will be available for inspection and copying by any person. If any Proposer/Bidder claims any material to be exempt from disclosure under the Colorado Public Records Law, the Bidder will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement.

#### **Confidential Information**

The City will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Colorado Public Records Law. Confidential information **must** be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer/Bidder upon request after the award of the contract. Include the specific basis for your position that it be treated as exempt from disclosure. Marking your entire Bid or Proposal as exempt is not acceptable or in accordance with the Solicitation documents or the Public Records Law and will not be honored. It is understood, however, that the City will have no liability for disclosure of such information. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION**. Any proprietary or otherwise sensitive information contained in or with any Bid/Proposal is subject to potential disclosure.

### **1.8 Taxes**

The City of Lamar is exempt from Federal and State taxes for items purchased and used by the City.

### **1.9 Request for Clarification, Protest of Proposal Requirements, Standards, Specifications, or Processes**

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the City Treasurer, to be received no later than noon, four (4) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, or protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The City Treasurer may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

City of Lamar

Attn: Kristin Schwartz, Treasurer

102 East Parmenter Street

Lamar, Colorado 81052

E-mail: [kristin.schwartz@ci.lamar.co.us](mailto:kristin.schwartz@ci.lamar.co.us)

### **1.10 Addenda to the RFP**

If this RFP is modified by the City Treasurer, the modifications will be sent to each Proposer in writing, either by fax, email, or mail. Verbal modifications are not binding on the City or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal Response.

### **1.11 Modification and Withdrawal of Proposal**

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

### **1.12 Proposal Questions**

Questions and responses of any one Proposer, which the City of Lamar deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Lamar may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Lamar, the revisions or amendments will require additional time for a response, the due date will be extended to all participants.

If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

### **1.13 Protest of Contractor Selection or Contract Award**

Proposers who disagree with the City's selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a Solicitation Protest will be considered. The selection protest must be submitted in writing within seven calendar days of the Notice of Intent to Award. The protest shall be submitted to the City Treasurer at the following address:

Written protests are to be directed to:

City of Lamar

Attn: Kristin Schwartz, City Treasurer

102 East Parmenter Street

Lamar, Colorado 81052

E-mail: [kristin.schwartz@ci.lamar.co.us](mailto:kristin.schwartz@ci.lamar.co.us)

**1.14 The City of Lamar reserves the right to reject** any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City of Lamar.

## **2.0 TERMS AND CONDITIONS**

### **2.1 Contract**

The awarded Proposer will be expected to execute a contract with the City of Lamar.

### **2.2 Conflict of Interest**

The awarded Proposer shall not hire any officer or employee of the City of Lamar to perform any service covered by this Agreement.

The awarded Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the awarded Proposer's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Lamar.

The awarded Proposer shall not be in a reporting relationship to a City of Lamar employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the awarded Proposer.

### **2.3 Non-Waiver**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### **2.4 No Third-Party Rights**

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

#### **2.5 Attorney's Fees**

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

#### **2.6 Applicable Law**

The laws of the State of Colorado shall govern this agreement.

#### **2.7 Rejection of Proposals**

The City of Lamar may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Lamar. City of Lamar is in no way obligated to any respondent for the work as set forth in the specifications.

The City of Lamar reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

Proposals which are incomplete will be considered non-responsive to this solicitation and may be rejected without further consideration.

If, in the opinion of the City of Lamar, the solicitation does not result in reasonable prices to the City of Lamar, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

### **3.0 PROPOSAL FORMAT AND REQUIRED RESPONSES**

The information set forth in the paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the City to reject a proposal.

#### **3.1 Signature Page**

Signature Page must be completed and returned with the Responder's proposal. Failure to return is grounds for the City to reject a proposal.

**3.2 Submittal Summary** A letter providing the following information must be submitted with the proposal. The letter must include:

3.2.1 A statement of the Proposer's understanding of the service required by the Request for Proposal listed in the Scope of Services.

3.2.2 The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses and telephone numbers).

3.2.3 A statement that the individual who signs the transmittal letter is authorized to bind the Proposer to contract with the City of Lamar.

3.2.4 A statement that the Proposer has included a complete amortization schedule for the Lease/Purchase Agreement, which reflects the payment dates, payment amount, principal portion, interest portion, and final

payment for each option.

3.2.5 A statement ensuring that the Proposer will not transfer or sell the lease to any other financial institution or entity whose intent is to provide financial services.

3.2.6 A sample lease agreement form for the quoted option as specified in Section 1.4.

### 3.3 Disclosures

If applicable, disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City. If not applicable, please make a brief statement indicating that.

### 4.0 Fee Schedule

Proposer shall provide the following pricing information in the exact format with their proposal.

**Lessee:** City of Lamar, a Municipal Corporation

**Acquisition:** 1- 2024 Ford Edge for the Library

**Total Finance Amount:** not expected to exceed proposal from Tri-County Ford \$38,754 (5 equal payments with 1<sup>st</sup> payment being due at closing)

**Loan Closing Date:** On or before June 14, 2024

**Base Term:** 4-Years

**Payment Frequency:** Annual

**Date of First Payment:** At Closing

**Subsequent Payments:** By June 14th of every year left for term

**Additional Fees:** Proposer understands that there will be no additional fees charged to the City to secure the lease agreement or to initiate an Escrow account. Adding any additional fees may be reason for the proposal to be rejected.

<b>Lessor:</b>	
<b>Type of Financing:</b>	<b>Option 1) Tax Exempt – Bank Qualified Municipal Lease /Purchase Agreement</b>
<b>Interest Rate:</b>	
<b>Annual Payment Amount:</b>	
<b>Additional Information from Proposer necessary for evaluation of proposal:</b>	

**EXHIBIT A**

**Equipment Schedule**

Description	Vendor	Quantity	Unit Price	Extended Total
2024 Ford Edge		1		<b>\$38,754</b>
<i>Sole source from Tri County – Government Discount</i>				
<b>Total amount financed with 1<sup>st</sup> being due at closing)</b>				<b>\$38,754 (5 equal payments</b>

**Project**  
**Grand Total      \$38,754**



**SIGNATURE SHEET**

Please Print or Type

Name of Business: GNBank NA


Address: 204 S. 4th St.

City, State, Zip Code: Lamar CO 81052

Phone No.: 719-336-4381 Fax No.: \_\_\_\_\_

E-Mail: hectorm@gn-bank.com

Federal Tax ID: 48-0237220

Signature:  Date: 5/08/24

Printed Name: Hector Martinez Title: AUP

**Proposer Acknowledge Receipt of the Following Addenda:**

Addendum No.	Date

The above signed proposes to provide services in accordance with the specifications for RFP 44-008 and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.

Kristen Copy

Edge 4x4 only

Seats 5



Preview Order 0329 - K4G AWD SE: Order Summary Time of Preview: 03/29/2024 12:21:15 Receipt: 3/29/2024

Dealership Name: Tri-County Ford

Sales Code : F56470

Dealer Rep.	David Lawrence	Type	Fleet	Vehicle Line	Edge	Order Code	0329
Customer Name	city of lamar	Priority Code	D4	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K4G0 EDGE AWD-SE	\$38465	.245/60R18 A/S BSW TIRES	\$0
TOTAL BASE VEHICLE	\$38465	TIRE INFT/SLNT KIT NO SPR INC	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH BUCKET SEATS	\$0	FRONT LICENSE PLATE BRACKET	\$0
EBONY	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.SE	\$0	PRICED DORA	\$0
.18" SPARKLE SLVR PTD ALUM WHL	\$0	ADVERTISING ASSESSMENT	\$0
.TWIN-SCRL 2.0L ECOBOOST ENG	\$0	DESTINATION & DELIVERY	\$1495
.8-SPD AUTO TRANSMISSION	\$0		
TOTAL BASE AND OPTIONS			MSRP \$39960
DISCOUNTS			NA
TOTAL			\$39960

30,754

ORDERING FIN: QB845 END USER FIN: QB845

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*

*Call me only table in 11/24*

Agenda Item No. 6

Council Date: 06/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of Lease Agreement with Aqua-holics Rentals, LLC

INITIATOR: Kristin Schwartz & Anthony LaTour CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Lease Agreement with Aqua-holics Rentals, LLC and Allow the Mayor To Sign the Agreement

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

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**BACKGROUND:**

The City of Lamar owns the metal building located by pond 3 (East Pond) and has leased the building to Aqua-holics Rentals, LLC for the past 2 years. Aqua-holics Rentals, LLC is a local business that sells, rents and leases non-motorized watercrafts, including kayaks, canoes and paddleboats. They also sell live bait for fishing and concession items such as soft drinks and snacks.

**RECOMMENDATION:** Approve the Lease Agreement with Aqua-holics Rentals, LLC and allow the Mayor to sign.

## LEASE AGREEMENT

This Lease Agreement is made this \_\_\_\_ day of May, 2024, between the City of Lamar, Colorado a Home Rule Municipal Corporation, whose address is 102 East Parmenter Street, Lamar, Colorado, 81052, "Lessor", and The Aqua-holics Rentals LLC, 7847 State Highway 196, CO 81052, "Lessee".

WHEREAS, Lessor is the owner of the Valco Ponds or North Gateway Park Ponds, in Lamar, Colorado, 81052 (hereinafter called and referred to as the ("Premises")), and

WHEREAS, Lessee is desirous of leasing the building built by the Lessor located at 5 Valco Road, Lamar, CO 81052 ("Building") to run their business operation out of said Building, near the two most easterly ponds on the Premises for a period of time as described herein, and

WHEREAS, Lessee owns The Aqua-holics Rentals LLC, a business operation that includes sales, rentals and leasing non-motorized watercrafts; rentals of kayaks, canoes, and paddleboats; and the sale of live bait for fishing, and concession items such as soft drinks and snacks; and

WHEREAS, all parties are desirous of setting forth all of their respective rights, duties, responsibilities and privileges and reducing the same to writing,

NOW, THEREFORE, that for and in consideration of the following acts, covenants, conditions, doings and things all parties agree to as follows, to-wit:

1. DESCRIPTION OF LEASED PREMISES. Lessor, for the consideration of the payment of various rental payments and covenants hereinafter set forth, does hereby lease, let and rent unto Lessee, and Lessee does hereby lease, let and rent from Lessor the Building located and situate on land commonly known as 5 Valco Road, Lamar, CO 81052 shown more specifically on the map attached hereto and incorporated herein by reference as Exhibit "A". Lessee shall be permitted to lease said Building for the purpose of operating the Lessee's business.
2. TERM. The term of this Lease Agreement shall be for six months, beginning on May 1, 2024 and ending on October 31, 2024, and upon approval of the Lessor and shall be renewed annually for a period from May 1 to October 31 each year. This Lease may be terminated by Lessor or Lessee at any time with thirty (30) days written notice prior to termination.
3. RENT. Lessee shall pay Lessor the following rent:
  - a. Rent shall be paid by Lessee to Lessor on the first day of each month starting May 1, 2024 at the full rental rate of One Hundred and Seventy-Five and 00/100 Dollars (\$175.00) per month until the term of the Lease expires on October 31, 2024 (six months). Lessee shall have a grace period until the fifth day of each month before the rent becomes delinquent and Lessee shall pay a late rent charge of Twenty-Five and NO/100 Dollars (\$25.00) if the rent is not paid by the fifth day of each month. In the event Lessee holds

over under this Lease with Lessor's consent, this Lease shall become a month-to-month Tenancy under the same terms and conditions as set forth in this Lease.

- b. All payments of rent owed to Lessor shall be paid to Lessor at Lessor's address set forth above or as may be otherwise directed by Lessor in writing.
  - c. Lessor shall have the right to inspect the Building for any purpose at any reasonable time, with written notice being provided at least 24 hours in advance of any request.
  - d. Failure to pay any amounts when due, unless agreed to by the Lessor, within ten days from the date of such default, shall result in an interest charge on said due but unpaid amounts at the rate of 21% per annum.
4. PEACEFUL POSSESSION. Lessee agrees to pay the rental as provided for herein and perform the conditions and covenants contained in this Lease Agreement, and shall and may peaceably and quietly have, hold, and enjoy the Building for the stated term, and at the end or other expiration of the term shall deliver up the Building in good order or condition, normal wear and tear excepted.
5. PURPOSE. Lessee agrees to take good care of the Building and Premises and to use the Building only in the operation of the business' purpose to sell, Lease and rent business for non-motorized watercrafts; rent business for kayaks, canoes and paddleboats; and sell live bait for fishing and concession items such as soft drinks and snacks. Lessee agrees not to use or permit the Building or any part of the Building to be used for any other purpose without the prior, express, and written consent of Lessor. Lessee shall be permitted to lease out non-motorized watercrafts for the use on the two most easterly ponds shown on the Exhibit "A" map. Lessee understands and agrees that the non-motorized watercrafts shall not be used on the most westerly pond.
6. COMPLIANCE WITH LAWS. Lessee, at Lessee's own cost and expense, shall promptly comply with all laws, orders, and regulations of federal, state, county, municipal, and township authorities and comply with all safety regulations and requirements with the Colorado Division of Wildlife, and with any direction of any public officer or officers pursuant to law that shall impose any regulation, order, or duty on Lessor or Lessee with respect to the Building or the use and occupation of the Building as part of the operation of the rental operations of the business.
7. DEFAULT BY LESSEE.
- a. If Lessee shall default in any of the terms and conditions of this Lease Agreement, or if the Lessee's business location is not kept in good operating condition, or if Lessee abandons the property, then, in any one or more of such events, on the Lessor serving a written 30 days' notice on Lessee specifying the nature of the default, and on the expiration of such 30 days, if Lessee shall have failed to comply with or remedy the default or if the default cannot be completely cured or remedied within such 30 days and if Lessee has not diligently commenced curing the default within such 30 day period and shall not with reasonable diligence and in good faith proceed to remedy the default, then Lessor may serve a 10 day notice of cancellation

of this Lease Agreement on Lessee. On the expiration of the notice period, this Lease Agreement and its term shall end and expire as fully and completely as if the date of expiration of the 10 day period was the day fixed in this Lease Agreement for the end and expiration of the Lease Agreement. Lessee shall then quit and surrender the Building to Lessor.

- b. If Lessee shall default in the payment of any amounts due, as provided in this Lease Agreement, then Lessor may, on 10 days' written notice, reenter the Building either by force or otherwise and dispossess Lessee by summary proceedings or otherwise and remove Lessee's effects and hold the Building as if this Lease Agreement had not been made. Lessee waives service of notice of intention to reenter or institute legal proceedings to that end.

#### 8. MAINTENANCE, IMPROVEMENTS, ALTERATIONS AND REPAIRS.

- a. There will be no improvements or alterations to any of the Building without the express written permission of the Lessor. When improvement or alterations are requested permission or denial shall be granted within a reasonable time. If repairs are necessary to maintain the working conditions of the Building itself and are time sensitive so as to constitute an emergency, the improvement may be made without prior written permission, provided that reasonable attempts shall be made by Lessee to verbally notify Lessor and to obtain verbal permission.
- b. Lessor shall be responsible for all maintenance and repairs of the Building unless damages are caused by Lessee's negligence or intentional conduct.
- c. Lessee will be responsible for all maintenance and repairs on all rental equipment and non-motorized watercrafts and all other assets owned by the Lessee.
- d. Lessee shall notify the Lessor in writing, in a timely manner of any damages or necessary building maintenance or known safety issues with the Premises.
- e. Lessee shall keep the Lessee's Building in good working order and Lessee further agrees to keep the Building and all parts of the Premises near the Building in a clean and sanitary condition, free from inflammable materials, trash, litter, dirt, debris, and obstructions.
- f. The Lessor shall be given and shall have at all times a current key for access to all areas of Building, including any air conditioning units, furnace rooms, electrical breaker box area and all other areas so it can have access to all areas in case of emergency. Failure to provide such access limiting Lessor's ability to minimize or limit damages to the Building will result in the Lessee, its managers, employees, successors and/or assigns to be responsible for any and all structural damage, personal liability claims, and property damage that may result by reason of non-access to the area.

- 9. LIABILITY OF LESSOR. Lessor shall not be responsible for the loss of or damage to property or injury to persons, occurring in and about the Premises, by reason of any existing or future condition, defect, matter, or thing in or on the Building or the

property of which the Premises are a part, or for the acts, omissions, or negligence of other persons in and about the Building.

10. LIABILITY INSURANCE.

- a. Lessee agrees to indemnify Lessor from all claims and liability for losses of or damage to property or injuries to persons occurring in or about the Premises by reasons of Lessee's operations or in its control.
- b. Lessee, at Lessee's own cost and expense, shall procure liability insurance covering Lessee against any and all actions, suits, damages, loss, claims, and judgments arising out of or that may be suffered by any persons engagement with Lessee's business operation. Such policy shall name Lessor as additional insured. A certificate of such insurance shall be immediately furnished to Lessor by Lessee on execution of this Agreement.
- c. Lessee shall maintain adequate public liability insurance upon the Building and Premises, to insure the prompt payment of any judgment caused by the negligence of the Lessee.

11. WAIVER.

- a. The receipt by Lessor of the rent from Lessee with knowledge of a breach of any covenant of this Lease Agreement shall not be deemed a waiver of the breach, provided that the provisions of Section Seven of this Lease Agreement are complied with.
- b. No provision of this Lease Agreement or any of the agreements covering the rental of the non-motorized watercraft shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

12. NO WAIVER OF IMMUNITY. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

13. UTILITIES. Lessee shall promptly pay the expenses for its telephone service and sewer expenses. Lessor will pay all electricity and water expenses.

14. CONDUCT. To never permit nor suffer any disorderly conduct, noise of nuisance whatever about the premises having a tendency to annoy or disturb any persons occupying adjacent premises.

15. INSPECTION BY LESSOR. Lessor shall have the privilege of inspecting the Building at reasonable times during the duration of this Lease Agreement and any and all extension and renewals by giving Lessee 24 hours prior written notice of the inspection unless an emergency exists upon which no notice is required.

16. LESSEE'S BANKRUPTCY. If at any time during the term of this Lease Agreement Lessee shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law or if a receiver shall be appointed for Lessee, then Lessor may, at the Lessor's option terminate this Lease Agreement,

the exercise of such option to be evidenced by notice to that effect served on the assignee, receiver, trustee, or other person in charge of the liquidation of the property of Lessee or Lessee's estate. Such termination shall not, however, relieve or discharge any payment of rent payable under this Lease Agreement and then accrued or any liability then accrued by reason of any agreement or covenant contained in this Lease Agreement on the part of Lessee or Lessee's legal representative.

17. VENUE. Any dispute arising under this Lease Agreement that cannot be settled by the parties shall be settled by filing an action in the District or County Court for Prowers County Colorado, whichever court has appropriate jurisdiction.
18. NOTICES. Service of any notice required or agreed to be given under this Lease Agreement shall be sufficient if sent by certified or registered mail addressed, if given by Lessor, to Lessee at the Building or, if given by Lessee, addressed to Lessor's address above set forth.
19. EXCLUSIVITY. The foregoing rights and remedies are not intended to be exclusive but are in addition to all rights and remedies the parties would otherwise have by law.
20. SUBLEASING. Lessee expressly agrees that Lessee shall not lease, sublease or assign all or any portion of this Agreement to any third parties, without the written consent of the Lessor first being had and obtained.
21. BINDING EFFECT. All of the terms and conditions of this Lease Agreement shall inure to the benefit of and be binding on the respective heirs, executors, successors, and assigns of Lessee and Lessor.
22. GOVERNING LAW. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
23. ATTORNEY'S FEES. If any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the attorney's fees of the successful party.
24. ENTIRE AGREEMENT. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent they are incorporated in this Lease.
25. MODIFICATION OF AGREEMENT. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
26. COUNTERPARTS. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

THE AQUA-HOLICS RENTALS  
LLC

---

Taylor Diane Wertz, Member

CITY OF LAMAR

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Kirk Crespín, Mayor

Agenda Item No. 7

Council Date: 06/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of Intergovernmental Agreement with Lamar Community College for Facilities Use

INITIATOR: Kristin Schwartz & Anthony LaTour CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Intergovernmental Agreement with LCC and Allow the Mayor to Sign

STAFF INFORMATION SOURCE: Anthony LaTour, Robert Evans and Kristin Schwartz

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**BACKGROUND:**

The City of Lamar enters into an Intergovernmental Agreement each year for the use of the City of Lamar facilities. The agreed amount of \$16,500 has been being paid by the College since 2015. This year the Parks and Recreation Director, along with the City Administrator re-negotiated the amount to include the use of the soccer fields at Escondido Park. All parties agreed upon \$19,500.00 to begin this year.

**RECOMMENDATION:** Approve the Intergovernmental Agreement with LCC for the use of City facilities and allow the Mayor to sign.

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LAMAR, a Home Rule Municipal Corporation (hereinafter referred to as "City"), and the STATE OF COLORADO, Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Lamar Community College (hereinafter referred to as "College").

**WHEREAS**, the City and College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the use of City facilities by College and the use of College facilities by City; and

**WHEREAS**, the parties are authorized to enter into Intergovernmental Agreements to provide for use of any facility as provided in §29-1-203, C.R.S.; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, City and College agree as follows:

1. **City of Lamar Facilities**

1.1 City grants unto College, and College accepts of City, a non-exclusive license to use Merchant's Park Complex, Escondido Practice and Game Field, Citizens Field, and Indoor Batting Facility (the "City's Facilities") upon the terms and conditions set forth in this agreement. The College shall have first priority in the use of the Escondido Practice and Game Field. The College shall not use the Escondido Youth Fields for practice or otherwise, absent express permission from the Lamar Recreation Department/Facilities Manager.

1.2 The within license to use City facilities by College shall commence on *July 1, 2023*, and shall terminate, without notice, upon *June 30, 2026*, PROVIDED, HOWEVER, that it is the intention and contemplation of the parties hereto to thereafter renew the Agreement for successive terms to be negotiated between the parties, with College being hereby put on notice that such renegotiation is to be expected.

1.3 College shall pay unto City Nineteen Thousand Five Hundred Dollars (\$19,500.00) per year for use of the Ballpark Complex as partial consideration for the within license to use City facilities, which payment shall be performed on or before December 1<sup>st</sup> of each year for which this agreement is in effect.

*1.4 City grants unto College and College accepts of City a license for the exclusive use of the City's Indoor Batting Facility. College will be responsible for the care, management, scheduling and maintenance of the Facility. College shall pay unto City the sums of the yearly property and casualty and liability insurance premiums on the facility and College will pay the deductible amount on any claims paid under the policies.*

1.5 It is the understanding and intent of City and College that the payment provided for in this agreement constitutes a current expense of College payable exclusively from

College's current fiscal budget and shall not in any way be construed to be a general obligation indebtedness of College or any agency or department thereof within the meaning of any provision of Sections 1, 2, 3, 4, or 5, of Article XI and Section 20 of Article X of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to College concerning the creation of indebtedness. It is understood between the parties that College may not and will not pledge the full faith and credit of the College, or any agency or department thereof, to the payment of any charges hereunder, nor will College, directly or contingently, obligated itself or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, any payment or obligation necessary for the performance of this agreement. With such limitations in mind, College contracts to provide the payment provided for in this contract and has reason to believe sufficient funds will be available for the full performance of this agreement. Where, for reasons beyond the College's control, College's budget does not make available funds to continue this agreement and such failure of available funds does not result from any act or failure to act on the part of College, College will not then be obligated hereunder.

1.6 College and City further understand and agree that the only funds that have or may be so available for payment of any obligation under this agreement in any one particular fiscal year are for the purpose and in an amount sufficient only to pay said obligations. Therefore, notwithstanding anything herein to the contrary, the payment by College of any other charges, liabilities, costs, guarantees, waivers, and any awards thereon of any kind pursuant to this agreement against College are contingent upon funds for such purpose(s) being appropriated, budgeted or otherwise made available through the College's budget process.

1.7 College and City shall mutually determine schedules of use of *City's facilities*, it being expressly acknowledged that except for the Indoor Batting Facility, City's facilities are utilized by other users, and that the subject premises are not exclusive to College. Nevertheless, being one of the primary users of said facilities, College will, where possible, receive priority consideration in matters of scheduling the Merchant's Park and softball field facilities, and especially concerning routine and annual College events, prior to City's booking the facility to other users. It is expressly understood that, due to the multiple demands on the use of the facilities, City shall facilitate regular meetings with frequent users to negotiate shared use days and times.

1.8 College shall be responsible for adequate supervision of all participants and spectators upon City's facilities during College events.

1.9 College and City recognize and acknowledge that College's use of City's Facilities, *except for the indoor Batting Facility*, will not be exclusive to College during any particular College event scheduled, and that persons not participating in College's scheduled event will be upon City's premises and facilities during College-sponsored events. Recognizing such non-exclusive use by College, College shall nevertheless be responsible for any and all damages inflicted upon City facilities, which damages, if any, are directly attributed to College's use of said facilities by participants or spectators of College's scheduled events, or to College's failure of adequate supervision of participants or spectators attending

College's events within said facilities. College's use of said facilities shall be conducted in accordance with all of City's rules, regulations, and ordinances existing for proper conduct upon and within said facilities, and for proper care and maintenance of the same.

1.10 College shall make no use of said facilities which is contrary to public policy or the laws, rules, and regulations of the City of Lamar, the State of Colorado, or the United States of America.

1.11 College shall be entitled to establish, collect, and retain the entirety of any admission fees or charges established in respect of College's use of said facilities.

1.12 College shall be allowed to sell merchandise items upon City's facilities during College's events.

1.13 It is expressly understood that City's facilities are subject to closure on most regular business holidays throughout the year, and that City's facilities may not be available for use during holiday closures.

1.14 To the extent allowed by law, College shall indemnify and hold harmless City, its officers, agents, and employees, from all loss, cost and expense arising out of any liability, or claim of liability, for injuries to persons or property sustained or claimed to have been sustained by any person or entity, by reason of College's use or occupation of these facilities pursuant to the license granted herein, whether such use is authorized or not, or by any act or omission of College or any of its officers, agents, employees, guests, patrons, or invitees, it being expressly acknowledged that College's use and occupancy of said facilities, for events of all types sponsored by College, are subject to the sole control and direction of College.

1.15 To the extent allowed by law, the indemnity and hold harmless clause hereinabove set forth is not intended, and shall not extend to, claims for personal injury or property damage arising from latent or patent defects in City's premises, or any other dangerous condition thereof not subject to or within the control of College.

## 2. **Lamar Community College Facilities**

2.1 As additional consideration for College's use of City facilities, College grants unto City, and City accepts of College, a license to use facilities at the Lamar Community College upon the terms and conditions set forth in this agreement.

2.2 The within license to use College facilities by City shall commence on *July 1, 2023*, and shall terminate, without notice, upon *June 30, 2026*.

2.3 City's use of College facilities shall be at no charge to City.

2.4 It is the understanding and intent of City and College that any expenditure associated with City's use of College's facilities constitutes a current expense of City payable

exclusively from City's current fiscal budget and shall not in any way be construed to be a general obligation indebtedness of City or any agency or department thereof within the meaning of any provision of Sections 1, 2, 3, 4, or 5, of Article XI and Section 20 of Article X of the Colorado Constitution ("TABOR"), or any other constitutional or statutory limitation or requirement applicable to City concerning the creation of indebtedness. It is understood between the parties that City may not and will not pledge the full faith and credit of the City, or any agency or department thereof, to any expenditure associated with City's use of College's facilities, nor will City, directly or contingently, obligated itself or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, any payment or obligation necessary for the performance of this agreement. With such limitations in mind, City contracts for use of College's facilities with any associated expenditure and has reason to believe sufficient funds will be available for the full performance of this agreement. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Agency are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Agency's current fiscal period ending on December 31 of the current year and December 31 of each year thereafter. Upon the failure to appropriate such funds, this Agreement shall be terminated.

2.5 College and City shall mutually determine schedules of use of College's facilities, it being expressly acknowledged that College's facilities are utilized by other users, and that the College's facilities are not exclusive to City.

2.6 College shall be responsible for adequate supervision of all participants and spectators upon City's facilities during College events.

2.7 College and City recognize and acknowledge that City's use of College's facilities will not be exclusive to City during any particular City event scheduled, and that persons not participating in City's scheduled event will be upon College's premises and facilities during City-sponsored events. Recognizing such non-exclusive use by City, City shall nevertheless be responsible for any and all damages inflicted upon College facilities, which damages, if any, are directly attributed to City's use of College's facilities by participants or spectators of City's scheduled events, or to City's failure of adequate supervision of participants or spectators attending City's events within College's facilities. City's use of College's facilities shall be conducted in accordance with all of City's rules, regulations, and ordinances existing for proper conduct upon and within said facilities, and for proper care and maintenance of the same.

2.8 City shall make no use of said facilities which is contrary to public policy or the laws, rules, and regulations of the City of Lamar, the State of Colorado, or the United States of America.

2.9 City shall be entitled to establish, collect, and retain the entirety of any admission

fees or charges established in respect of City's use of said facilities.

2.10 City shall be allowed to sell merchandise items upon College's facilities during City's events.

2.11 It is expressly understood that College's facilities are subject to periodic closure throughout the year, and that College's facilities may not be available for use during closures.

2.12. To the extent allowed by law, City shall indemnify and hold harmless College, its officers, agents, and employees, from all loss, cost and expense arising out of any liability, or claim of liability, for injuries to persons or property sustained or claimed to have been sustained by any person or entity, by reason of City's use or occupation of these facilities pursuant to the license granted herein, whether such use is authorized or not, or by any act or omission of City or any of its officers, agents, employees, guests, patrons, or invitees, it being expressly acknowledged that City's use and occupancy of said facilities, for events of all types sponsored by City, are subject to the sole control and direction of City.

2.13 To the extent allowed by law, the indemnity and hold harmless clause hereinabove set forth is not intended, and shall not extend to, claims for personal injury or property damage arising from latent or patent defects in College's premises, or any other dangerous condition thereof not subject to or within the control of City.

### 3. **Merchant's Park Grounds keeping**

3.1 As additional consideration for College's use of City facilities, College shall perform the grounds keeping at Merchants' Park as set forth herein. The parties acknowledge that this consideration places additional financial responsibility on College.

3.2 College's within obligation to perform grounds keeping at Merchant's Park shall commence on July 1, 2023 and shall terminate, without notice, upon June 30, 2026.

3.3 College shall not be entitled to any additional compensation for its grounds keeping obligation.

3.4 College's obligation to perform grounds keeping at Merchant's Park shall include the following tasks:

- a. *Field preparation* - including chalking, dragging, raking, watering, installing of sod, and any other field maintenance deemed necessary by the City.
- b. *Turf management* - including mowing, trimming, weed control, edging, aerating, power raking and any other turf maintenance deemed necessary by the City.
- c. *Irrigation system management* - including trouble-shooting or irrigation system, adjusting of sprinkler heads, helping to replace sprinkler heads, assisting in the watering schedule, winterization and activation of

- sprinkler system.
- d. *Building maintenance* - including janitorial work in rest rooms and the press box area and any other building Maintenance deemed necessary by City.
  - e. *Sanitation* - including trash pickup of entire facility, sweeping of side walk areas, and washing out under bleacher area. Regular trash pick up is currently in place, however, if additional trash pick up is needed, then scheduling will be made through the Parks and Recreation Department.
  - f. All other maintenance requested by City concerning the daily use and up-keep of Merchants Park.

3.5 City shall furnish to College the following:

- a. Control Budget for supplies.
- b. Proposed budget plan for Merchant's Park.
- c. Schedule for fertilization.
- d. Schedule for watering.
- e. Schedule of facility usage.
- f. Oversight of concession stand operation.
- g. Assistance with trash collection between May 1st and August 30th.
- h. Assistance, with advanced planning, in any area that is needed.
- i. Assistance in operation of City-owned equipment (excluding dragging and mowing).
- j. Maintenance of City-owned equipment.
- k. Winterizing the building at Merchant's Park.

3.6 It is expressly recognized that College, its designee or representative are performing hereunder as an independent contractor, subject to the following understandings, agreements and standards:

- a. City does not require College or its designee or representative to work exclusively for the City.
- b. City provides materials, only, pursuant to this agreement, but City shall not oversee the actual work or instruct College, its designee or representative as to how the work will be performed;
- c. City shall not terminate the work of College, its designee or representative during the contract period unless College, its designee or representative violates the terms and conditions of the within agreement, or fails to produce an overall contract result that meets the specifications of the City;
- d. City shall provide no training or funds for training for College, its designee or representative;
- e. City shall not provide tools or benefits other than those set forth in this agreement to College, its designee or representative.
- f. City shall not dictate the time of College, its designee or representative's performance, except that College, its designee or representative shall consult with the Director of the Lamar Parks and Recreation Department



- to establish mutually agreeable work hours.
- g. The business operations of College, its designee or representative shall remain, in all aspects, separate and distinct from City's business operations; and
  - h. College, its designee or representative hereunder are not entitled to workers' compensation benefits, and College, its designee or representative is obligated to pay Federal and State Income Tax on any sums earned pursuant to the within agreement.

3.7 College shall provide to City evidence of its self-insurance status encompassing coverage of the scope of work to be performed pursuant to this agreement.

3.8 College, its designee or representative shall perform hereunder in conformity with usual and prevailing standards of craftsmanship and workmanship in the community of Lamar, Colorado, and on a timely basis.

3.9 To the extent allowed by law, College agrees to indemnify and hold harmless City, its officials agents, and employees, against any and all actions or claims of any nature arising out of personal injury or property damage suffered by any person, whatsoever, in connection with College or its designee's performance hereunder.

#### 4. Miscellaneous Provisions

4.1 Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver by College or City of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and § 24-30-1501. *et seq.*, C.R.S., as now or hereafter amended. Any provision of this agreement whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the parties to the above cited laws.

4.2 The spokesperson and responsible party on behalf of City in respect of all communications and matters set forth hereinabove shall be the Director of Parks and Recreation.

4.3 The spokesperson and responsible party on behalf of College in respect of all communications and matters hereinabove set forth shall be College's Director of Athletics.

4.4 Whenever a notice is either required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below or at such other address as may be designated by either party:

TO THE CITY:  
City of Lamar

TO THE COLLEGE:  
Lamar Community College

Attn: City Administrator  
104 East Parmenter  
Lamar, CO 81052

Attn: President  
2401 South Main  
Lamar, CO 81052

4.5 In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of twenty (20) days, from receipt of notice of said default from the non-defaulting party, within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

4.6 In the event either party's facilities are rendered unusable or unfit by fire or other casualty, the parties agree that this agreement shall be suspended until such time as the facilities again become available for use

4.7 Neither City nor College may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

4.8 This writing constitutes the entire agreement between the parties and shall inure to the benefit of their respective successors and assigns.

4.9 This Agreement shall constitute the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

4.10 This Agreement shall be governed in all respects by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

4.11 In the event that either party shall default under any of the provisions of this Agreement and the non-defaulting party shall commence litigation to enforce this Agreement, the defaulting party shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the non-defaulting party concerning such litigation.

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

CITY OF LAMAR, COLORADO,  
A Home Rule Municipal Corporation

The State of Colorado, Department of Higher  
Education, by the State Board For Community  
Colleges and Occupational Education, for the use and  
benefit of LAMAR COMMUNITY COLLEGE

By: \_\_\_\_\_  
Kirk Crespin, Mayor

By: \_\_\_\_\_  
Rosana Reyes, President

ATTEST:

By: \_\_\_\_\_  
Linda Williams, City Clerk

Agenda Item No. 8

Council Date: 06/10/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of Agreement with JVA Consulting Engineers for Fishing is Fun Grant Consulting

INITIATOR: Kristin Schwartz & Tess Camp CITY ADMINISTRATOR'S REVIEW: RCB

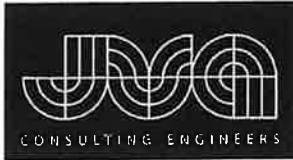
ACTION PROPOSED: Approve Agreement with JVA for Consulting Services for CPW – Fishing is Fun Grant Design and Installation of Fishing Dock and Cleaning Station

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

BACKGROUND:

The City of Lamar was awarded the 2024 Fishing is Fun Grant from the Colorado Parks & Wildlife on May 3, 2024. The Grant will be used to construct a fishing dock on the middle pond and North Gateway Park and to install a fish cleaning station. The City is intending to contract with JVA Consulting Engineers to design the dock and assist with the installation of the Fishing Dock.

**RECOMMENDATION:** Approve the Letter of Agreement with JVA Consulting Engineers to assist with the design and installation of new fishing dock at North Gateway Ponds and Allow the Mayor to Sign.



**JVA, Incorporated**  
1319 Spruce Street  
Boulder, CO 80302  
303.444.1951  
info@jvajva.com

May 23, 2024

[www.jvajva.com](http://www.jvajva.com)

Mr. Anthony LaTour, Director of Parks, Recreation and Cemeteries  
City of Lamar  
102 E Parmenter St  
Lamar, CO 81052

Reference: Lamar Fishing Dock  
Letter Agreement for Structural and Civil Engineering Services

Dear Anthony,

JVA, Inc. (JVA) is pleased to present this letter agreement to the City of Lamar (City) for civil and structural engineering services related to the design of a fishing dock and related site paving. JVA understands that a budget of \$160,000 is available to cover engineering and construction costs for this project and has primarily been funded by a Colorado Parks and Wildlife (CPW) Fishing Is Fun (FIF) grant awarded to the City. Based on recent discussions with the City, JVA anticipates a reduced scope relative to our initial opinion of probable cost (OPC) from February 13, 2024. The reduced scope is to design a project within the available grant budget. The goal of the project is to provide an accessible dock, accessible pathway to the dock, and accessible parking.

### **SCOPE OF WORK**

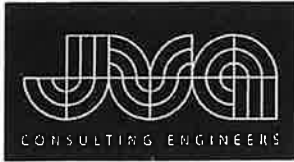
The scope of services below is based on our understanding of the project desires and grant requirements. The general project scope consists of design of a new fishing dock and associated civil site improvements that consist of accessible sidewalks, ADA accessible ramps, paved parking area, and site grading.

#### **Task 1 - Project Kick-off and Design Scoping**

1. JVA will attend the initial kick-off meeting, in person, with the City to discuss the scope of work and conditions of the grant received by the City for this project.
2. JVA will visit the project location after the kick-off meeting, review dock construction options, and discuss issues related to an existing floating dock that the City owns.
3. JVA will review available information, including existing surveys, studies, and reports to determine what additional information may be necessary for design of the new dock and site work.

#### **Task 2 - Preliminary Design**

4. JVA will prepare a preliminary cost analysis memo comparing a fixed height dock and a floating dock. JVA will then proceed with preliminary design of the City's selected alternative.
5. JVA will assess the existing site conditions in the field and review the topographic survey prepared by the City's surveyor. Topographic survey and private utility locates are not included as part of this scope.



6. JVA will solicit quotes from 2 geotechnical firms for the City to review and assist with a recommendation. The geotechnical engineer will be directly contracted with the City. This item may not be required with a floating dock alternative.
7. JVA will prepare preliminary design plans. Two virtual team coordination meetings are anticipated to discuss the design during this phase.
8. JVA will prepare project specifications and OPC.

### **Task 3 - Final Design**

9. JVA will prepare final design drawings and specifications for review and approval.
10. JVA will prepare and final design OPC.
11. JVA will attend a final design review meeting (virtual meeting) and address any additional items of concern prior to the bidding of the project.
12. JVA will assist in administration of the project for the City as it relates to the construction documents.
13. Two virtual team coordination meetings with the City are anticipated during the final design phase.

### **Task 4 - Construction Documents and Bidding Support**

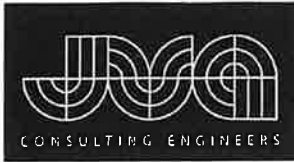
14. JVA will incorporate all final edits to plans, specifications, and OPC based on City review and comments. JVA will prepare construction documents and assist with advertisement to bid.
15. Bid phase services include a prebid conference, addendum preparation, response to bidder questions, bid tabulation.

### **Task 5 - Construction Administration Phase**

16. Services during construction comprise of the review of product submittals, change order documentation, and response to contractor information requests for civil and structural engineering related items. Any combination of 3 site meetings (construction kick-off meeting, site observation visits, and/or punchlist meeting) will also be included during the work progress. Construction record drawings will be produced from contractor submitted records.

### **Task 6 - Project Closeout**

17. Construction record drawings will be produced from contractor submitted records or as-built survey information provided by the City.



**BASIS OF PAYMENT**

The basis of payment for the scope of work described above will be monthly billings on a Time and Material Basis with an estimated fee of \$39,000. Standard reimbursable expenses including travel, printing, copying, and shipping will be billed at direct cost. JVA’s standard billing rates will be discounted 10 percent in accordance with our on-call engineering services agreement. Although JVA will assist the City select a geotechnical engineer, their scope and fee will be contracted directly with the City. Surveying is assumed to be provided by the City.

Basic Civil and Structural Engineering Services Fee Estimate

Task 1 - Project Kick-off and Design Scoping	\$ 3,600
Task 2 - Preliminary Design	\$ 13,100
Task 3 - Final Design	\$ 10,300
Task 4 - Construction Docs and Bidding Services	\$ 3,100
Task 5 - Construction Services	\$ 8,900
Task 6 - Project Closeout	\$ 700
<b>TOTAL ESTIMATED FEE</b>	<b>\$ 39,700</b>

**Exclusions:** Services resulting from significant changes to the project scope, significant bid alternate design, and significant site plan changes and additional design work or plans related to field conditions or contractor issues after plans are complete that could not have been reasonably foreseen may require extension of the time scheduled for our work and additional fees. Additional municipal submittals or public hearings required for planning department review and approval will be considered additional services may require extension of the time scheduled for our work and additional fees. Environmental assessment or design efforts for contamination cleanup measures are not included at this time.

**SCHEDULE**

We can begin working with your team immediately and plan to meet required project deadlines. Construction shall be complete by December of 2025.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with the City of Lamar on this project and continuing to build upon our positive past relationships.

Sincerely,  
JVA, Incorporated

Accepted by:  
CITY OF LAMAR

By: Adam Teunissen  
Adam Teunissen, P.E.  
Sr. Project Manager

\_\_\_\_\_  
\_\_\_\_\_  
Title Date

Agenda Item No. 9

Council Date: 6/10/24

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Grant Agreement with Robert Hoag Rawlings Foundation for Parks and Recreation Programs.

INITIATOR: Kristin Schwartz & Tess Camp CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Grant Agreement with Robert Hoag Rawlings Foundation.

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

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**BACKGROUND:** The City of Lamar applied for the Robert Hoag Rawlings Foundation Grant on March 13<sup>th</sup> and we were awarded the grant on April 25<sup>th</sup>. The City of Lamar applied for these funds to support sports enhancement programs for youth after-school and in the summer. Also, for recreation supplies, equipment, fees, coaches clinics, and skills and development training for kids. The City of Lamar was awarded \$10,000 dollars and the total project cost is estimated at \$10,000 dollars. There is no match.

**RECOMMENDATION:** Approval of grant agreement with Robert Hoag Rawlings Foundation and allow for the mayor to sign.



**Reliance on Future Funding**

- You acknowledge that representatives of the Foundation have made no actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

**Right to Modify or Revoke**

- The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds:
- If, in The Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (4) to protect the Foundation's ability to carry out its programs. In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.
- If the Foundation does not receive signed copies of the grant award letter and agreement within 30 days after the date of The Foundation's grant award letter.
- If market conditions change that significantly impact the foundation.
- If there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

**Governing Law**

- All questions of the law which may arise in the administration of this grant shall be determined in accordance with the laws of state of Colorado.

**Indemnification and Hold Harmless**

- In consideration for the Robert Hoag Rawlings Foundation awarding this grant, your organization, its employees, agents, or assigns agree to hold harmless, indemnify, release, and forever discharge the Foundation, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments, actions, claims suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

**Authority**

- The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, and reports.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Grantee's Board Chair (typed/printed)

\_\_\_\_\_  
Grantee's Board Chair (signature)/Date

\_\_\_\_\_  
Grantee's Chief Professional/Executive with Title (typed/printed)

\_\_\_\_\_  
Grantee's Chief Professional/Executive (signature)/Date

**ROBERT HOAG RAWLINGS FOUNDATION**  
**GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS**

The Robert Hoag Rawlings Foundation (The Foundation) is awarding this grant to you as the Grantee contingent upon the information in the grant award letter dated April 24, 2024 and the following conditions:

**Tax-Exempt Status**

- You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501 (c) (3) of the Internal Revenue Service code of 1986 as amended ("The Code").
- Your tax-exempt status has not changed since the issuance of the IRS determination letter which you provided to The Foundation.
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under sections 501(c) (3).

**Expenditure of Funds**

- This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without The Foundation's prior written approval.
- If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to The Foundation.
- You may not expend any grant funds for any political or lobbying activity.
- You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from The Foundation.

**Records and Reports**

- Please keep a record of all receipts and expenditures relating to this grant, as well as narrative information about how the grant was spent and how the grant made an impact.
- You are required to submit a final narrative and financial report to The Foundation upon completion of the program/project.
- The Foundation will require interim reports as outlined in the award letter. Your reports should describe your progress in achieving the purposes

of the grant. You also agree to provide any other information reasonably requested by The Foundation.

**Required Notification**

- You are required to provide The Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant proposal and award letter; (3) any expenditure from this grant made for any purpose other than those for which the grant was intended; or (4) there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

**Reasonable Access for Evaluation**

- You will permit The Foundation and its representatives, at its request, to have reasonable access during regular business hours to review the progress being made on project for which funds were given.

**Publicity**

- Please refer to this grant as being awarded by the Robert Hoag Rawlings Foundation.
- You will allow The Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, website and news releases.

Agenda Item No. 10  
Council Date: 06/10/24

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: IGA with Lamar Schools for Thunder Stadium & 14<sup>th</sup> Street Improvements

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

ACTION PROPOSED: Approve IGA and allow Mayor to sign

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Pat Mason

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**BACKGROUND:**

City staff began working with the Lamar School District accommodate the placement of Thunder Stadium south of Yucca on 14<sup>th</sup> Street this spring. City staff realized that the street would need substantial improvements to accommodate additional traffic/use. With City in-kind paving assistance on the Thunder Stadium parking lot on/around 6/21, the City and Schools have drafted an agreement that confirms the City's in-kind assistance and fee reduction for the Stadium project and the Lamar Schools' role in 14<sup>th</sup> Street improvements.

**RECOMMENDATION:** Approve IGA and allow Mayor to sign or such other action as Council may direct.

Agenda Item No \_\_\_\_\_

Council Date 6/10/2024

LAMAR CITY COUNCIL  
AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion on Common Grounds Future Times and Locations

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: 

ACTION PROPOSED: \_\_\_\_\_

STAFF INFORMATION SOURCE: Rob Evans, City Administrator

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BACKGROUND: Discussion

RECOMMENDATION:

Agenda Item No 13

Council Date 6/10/2024

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (1) For Discussion of a Personnel Matter under C.R.S. §24-6-402(4)f) For mid-year staff review (2) For a conference with the City Attorney for the purpose of receiving  
ITEM TITLE: Specific legal questions under C.R.S. §24-6-402(4)(b) regarding Public Safety Tax

INITIATOR: Rob Evans, City Administrator

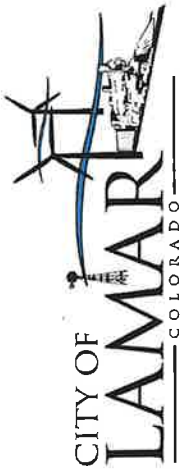
CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: \_\_\_\_\_

STAFF INFORMATION SOURCE: \_\_\_\_\_

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**BACKGROUND:** Executive Sessions – (1) For Discussion of a Personnel Matter under C.R.S. §24-6-402(4)f) For mid-year staff review (2) For a conference with the City Attorney for the purpose of receiving Specific legal questions under C.R.S. §24-6-402(4)(b) regarding Public Safety Tax

**RECOMMENDATION:**



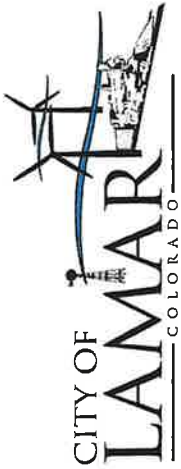
**SALES OF WATER, SEWER, TRASH**

**MAY 2024**

**MAY 2023**

DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET	DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET
Residential Sales	2,840	\$ 109,231.36	4,087,603	Residential Sales	2,875	\$ 84,146.55	3,593,308
City Commercial Sales	541	\$ 69,629.48	2,971,621	City Commercial Sales	555	\$ 55,659.61	2,734,900
<b>TOTAL CITY</b>	<b>3,381</b>	<b>\$ 178,860.84</b>	<b>7,059,224</b>	<b>TOTAL CITY</b>	<b>3,430</b>	<b>\$ 139,806.16</b>	<b>6,328,208</b>
Rural Residential Sales	126	\$ 9,936.70	225,630	Rural Residential Sales	129	\$ 8,326.01	183,175
Rural Commercial Sales	18	\$ 8,390.92	271,821	Rural Commercial Sales	17	\$ 6,361.25	204,574
<b>TOTAL RURAL</b>	<b>144</b>	<b>\$ 18,327.62</b>	<b>497,451</b>	<b>TOTAL RURAL</b>	<b>146</b>	<b>\$ 14,687.26</b>	<b>387,749</b>
<b>TOTAL WATER SALES</b>	<b>3,525</b>	<b>\$ 197,188.46</b>	<b>7,556,675</b>	<b>TOTAL WATER SALES</b>	<b>3,576</b>	<b>\$ 154,493.42</b>	<b>6,715,957</b>
Connects / Disconnects BILLED	21	\$ 416.00		Connects / Disconnects BILLED	17	\$ 342.00	
Connects / Disconnects PAID		\$ 700.00		Connects / Disconnects PAID		\$ 780.00	
<b>TOTAL WATER REVENUE</b>		<b>\$ 198,304.46</b>		<b>TOTAL WATER REVENUE</b>		<b>\$ 155,615.42</b>	
<b>Total Consumption YTD</b>	<b>→→→→→</b>	<b>→→→→→</b>	<b>20,668,316</b>	<b>Total Consumption YTD</b>	<b>→→→→→</b>	<b>→→→→→</b>	<b>12,877,780</b>
Sewer	3,377	\$ 50,432.12		Sewer	3,357	\$ 42,900.71	
<b>TOTAL SEWER REVENUE</b>		<b>\$ 50,432.12</b>		<b>TOTAL SEWER REVENUE</b>		<b>\$ 42,900.71</b>	
<b>TOTAL WATER/SEWER REVENUE</b>		<b>\$ 248,736.58</b>		<b>TOTAL WATER/SEWER REVENUE</b>		<b>\$ 198,516.13</b>	
WATER INFORMATION ONLY							
City Departments	52	\$ 11,760.69	508,767	City Departments	52	\$ 11,155.94	572,452
Fairmount Cemetery	2	\$ 4,541.57	227,691	Fairmount Cemetery	2	\$ 5,102.44	296,594
<b>TOTAL CITY COST</b>	<b>54</b>	<b>\$ 16,302.26</b>	<b>736,458</b>	<b>TOTAL CITY COST</b>	<b>54</b>	<b>\$ 16,258.38</b>	<b>869,046</b>
Garbage Billed	4,324	\$ 97,196.79		Garbage Billed	4,281	\$ 95,463.00	
Cardboard Run Billed	65	\$ 2,394.75		Cardboard Run Billed	61	\$ 2,241.61	
Rolloff charges billed thru U/B	35	\$ 15,131.00		Rolloff charges billed thru U/B	25	\$ 13,901.50	
Rolloff charges billed thru A/R	15	\$ 7,624.50		Rolloff charges billed thru A/R	15	\$ 14,013.98	
Landfill charges billed thru A/R	61	\$ 11,006.40		Landfill charges billed thru A/R	67	\$ 15,528.60	
Demos charges billed thru A/R	0	\$ -		Demos charges billed thru A/R		\$ -	
<b>TOTAL GARBAGE BILLED</b>	<b>0</b>	<b>\$ 133,353.44</b>		<b>TOTAL GARBAGE BILLED</b>	<b>0</b>	<b>\$ 141,148.69</b>	
Landfill / Transfer station	0	\$ 16,209.60		Landfill/Transfer station/Prepaid Demos		\$ 6,008.00	
Rolloff prepaid at complex	3	\$ 1,276.00		Rolloff charges prepaid at complex		\$ 1,166.00	
Demos prepaid at complex		\$ -		TR CON/DISC Paid due to 2mos non pay			
Trash CON/DISC paid due to nonpay		\$ -					
Prepaid Res/Com Tub Use	2	\$ 60.25					
<b>TOTAL GARBAGE REVENUE</b>		<b>\$ 17,545.85</b>		<b>TOTAL GARBAGE REVENUE</b>		<b>\$ 7,174.00</b>	
<b>TOTAL TRASH</b>		<b>\$ 150,899.29</b>		<b>TOTAL TRASH</b>		<b>\$ 148,322.69</b>	
STAGE 1 MANDATORY WATER USE GUIDELINES							

corrected: 19,593,737  
originally reported incorrectly



# SALES OF WATER, SEWER, TRASH

## INFO FROM WA PERIOD BILLING

SUMMARY	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CIW - COM - IN WINTER READ	27	6,220	230	556.98
CI - COM - IN TOWN	370	1,048,206	2,833	27,531.35
CO - COM - OUT TOWN	15	249,448	16,630	7,421.07
CWI - COM - CAR WASH - IN TOWN	4	61,274	15,319	1,303.66
GIW - GOVT - IN WINTER READ	2	39,810	19,905	852.43
GI - GOVT - IN TOWN	115	1,695,823	14,746	36,653.90
GO - GOVT - OUT TOWN	2	3,022	1,511	171.97
NI - NON PRF - IN TOWN	23	120,288	5,230	2,731.16
NO - NON PRF - OUT TOWN	1	19,351	19,351	797.88
RIW - RESI - IN WINTER READ	4	2,095	524	82.21
RI - RESI - IN TOWN	2,836	4,085,508	1,441	109,149.15
RO - RESI - OUT TOWN	126	225,630	1,791	9,936.70
	<b>3,525</b>	<b>7,556,675</b>	<b>2144</b>	<b>197,188.46</b>

INFO FROM MC PERIOD BILLING SUMMARY			
J/E	# Cust Billed	Total Charges	
WA CON BILLED	20	360.00	
WA DISC BILLED	4	56.00	
		416.00	

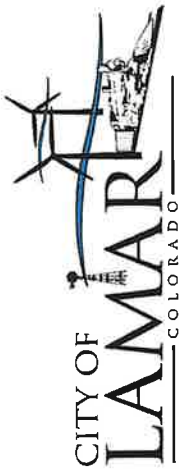
INFO FROM 61-340-344-3446			
C/R	# Cust Paid	Total Charges	
WA CON PAID	35	700.00	
WA DISC PAID		700.00	

## INFO FROM 61-340-344-3446

CONNECTS /DISCONNECTS BILLED-J/E	416.00
CONNECTS /DISCONNECTS PAID-C/R	700.00

## INFO FROM SW PERIOD BILLING

SUMMARY	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CI - COM IN TOWN	400			8,709.42
CO - COM - OUT TOWN	15			573.23
CWI - COM - CAR WASH - IN TOWN	4			496.38
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	2,824			35,570.95
RO - RESI - OUT TOWN	58			3,321.89
	<b>3,377</b>			<b>50,432.12</b>



# SALES OF WATER, SEWER, TRASH

### INFO FROM TR PERIOD BILLING

SUMMARY			
CI - COM - IN TOWN	650		24,829.90
CO - COM - OUT TOWN	61		3,687.27
GI - GOVT - IN TOWN	99		4,662.75
NI - NON PRF - IN TOWN	23		667.00
NO - NON PRF - OUT TOWN	1		0.00
RI - RESI - IN TOWN	3,378		59,851.44
RO - RESI - OUT TOWN	111		2,972.13
	<b>4,324</b>		<b>96,670.49</b>

### 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
	<b>65</b>		<b>2,394.75</b>

TR33- Misc Charge & Adjustments (Report with rolloff billing)		#
*Extra Trash Pickup Billed	515.25	7
*Extra Cardboard Pickup Billed		
*Rolloffs Billed Thru Utility Billing	15,131.00	35
*Trash Con/Disc billed due to 2mos nonpay		
*Extra Trash picked billed for previous month(March)		
*Other Trash/Rolloff billed/adjustments thru Utility Billing	11.05	
<b>ADJUSTMENT GARBAGE (on MC page)</b>	<b>15,657.30</b>	
<b>TOTAL MISCELLANEOUS CHARGES \$</b>	<b>15,657.30</b>	

(-)AR rolloff billing sent to collections

### INFO FROM GL# 41-311-348-3482

ROLLOFFS BILLED THRU A/R	INV	15	7,624.50
ROLLOFFS PREPAID AT COMPLEX	C/R	3	1,276.00
PREPAID RES/COM TUB USE	C/R	2	60.25
TRASH CON/DISC PAID DUE TO NONPAY	C/R		
			8,960.75

### INFO FROM GL# 41-311-348-3484

LANDFILL CHARGES BILL THRU A/R	INV	61	11,006.40
LANDFILL/TRASH PREPAID AT COMPLEX	C/R		
			11006.40

### INFO FROM 41-311-348-3498

			total # of tickets
LANDFILL FEES PAID AT THE GATE	\$	16,177.60	
TRANSFER STATION FEE PAID AT GATE	\$	32.00	
DEMOS PREPAID AT COMPLEX	\$	-	
DEMOS BILLED THRU A/R	INV	-	
	0 \$	16,209.60	





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

## 2024 UTILITY REVENUE REPORT

<u>MONTHLY</u>	<u>MAY</u>	<u>MAY 2023</u>	<u>%</u>
ELECTRICITY:	\$1,023,400.07	\$915,128.18	11.83%
WATER:	\$198,304.46	\$155,615.42	27.43%
SEWER:	\$50,432.12	\$42,900.71	17.56%
TRASH:	\$150,899.29	\$148,322.69	1.74%
<b>MONTHLY TOTAL</b>	<b>\$1,423,035.94</b>	<b>\$1,261,967.00</b>	<b>12.76%</b>

	<u>2024</u>	<u>2023</u>	<u>%</u>
	<u>YEAR TO DATE</u>	<u>YEAR TO DATE</u>	
ELECTRICITY:	\$5,042,466.48	\$4,890,446.03	3.11%
WATER:	\$622,565.18	\$514,453.50	21.01%
SEWER:	\$252,485.97	\$215,020.70	17.42%
TRASH:	\$683,997.69	\$680,332.63	0.54%
<b>YTD TOTAL</b>	<b>\$6,601,515.32</b>	<b>\$6,300,252.86</b>	<b>4.78%</b>