

THERE
WILL BE A
WORK SESSION ON
MONDAY
JUNE 12, 2023
BEGINNING AT

6:00 P.M.

THE REGULAR
CITY COUNCIL MEETING
WILL FOLLOW AT

7:00 P.M.

Agenda Item No. 1

Council Date: 6/12/23

LAMAR CITY COUNCIL

WORK SESSION ITEM COMMENTARY

ITEM TITLE: SECED Residential Development Assistance Request

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: A.C.E.

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Stephanie Strube, Kristin Schwartz

BACKGROUND:

At the Southeast Colorado Enterprise Development, Inc's (SECED) request, the City of Lamar invested \$69,813.87 of its American Rescue Plan Act (ARPA) funds in November, 2021 to join SECED's effort to build new attainable housing in its six member counties. SECED's contractor is completing the three planned single-family housing units on Eighth Street. SECED has submitted a request for additional assistance under our residential development/construction program. Begun in 2020 and reauthorized in 2021, the program offers separate incentives to entities creating new subdivisions and building homes. SECED is asking for assistance to complete the curb and gutter requirement. The request is for up to \$5,000 per home for a total of \$15,000.

RECOMMENDATION: Approve request or whatever action the Council deems appropriate.

City of Lamar, Colorado

RESIDENTIAL DEVELOPMENT/CONSTRUCTION ASSISTANCE APPLICATION

Business Name Southeast Colorado Enterprise Development, Inc. (SECED, Inc.)

Contact Person Stephanie Gonzales

Business Address 112 W Elm Street, Lamar CO 81052

Business Phone 719-336-3850 Cell Phone 719-688-0799

Email Address seced@seced.net

Applicant is: Individual Business X Non-Profit Other

- Request for assistance in completing a residential development
Number of lots planned: 5 Are plans final? Yes
Additional Notes:
- Request for assistance in constructing residential housing
Number of units planned: Type of residential housing
Are plans final?
Additional Notes:

ATTACHMENTS TO BE SUBMITTED:

(Note to applicant(s): Every application must include the following attachments. It is intended that the following information be provided in narrative form)

1. Introductory Section – brief explanation of project scope, timetable, project principles/contractors, and other details.
 - In 2022, a survey to create a 14-lot subdivision was paid for by the Southeast Workforce Housing Project which created the Langston Heights Subdivision for the purpose of residential development. Five of those lots were purchased by SECED for the purpose of building single family homes. The remaining lots remain as the property of Southeast Investments, LLC.
 - The City's requirement to install curb and gutter has been discussed and reviewed with the City Engineering firm JVA. At this time the 5 lots owned by SECED would cause drainage issues along 8th Street especially affecting the properties to the north that sit below the street profile if curb and gutter is installed in front of the property. The curb and gutter and street will need to be expanded to meet profiles and repaved. **Because our current buyers of the homes are on rate lock with their mortgage companies, awaiting the completion of their homes, SECED is requesting that curb and gutter not be required/delayed until a time the City rebuilds 8th Street to allow for curb and gutter to be installed in a properly that would not cause damage to properties north of the development.** These homes are an existing condition that prohibit the proper installation of curb and gutter at this time.
 - Currently with only 3 of the possible 8 lots in the subdivision being built will require additional street cuts into 8th Street. SECED is paying for street cuts for water service as required by the City. Once these street cuts are complete, if the City would elect to repave and rebuild the street curb

and gutter could be considered for the entirety of the project and 1000' north of the project to a new storm water system which is needed to prevent flooding of property to the north.

- The This requirement poses a challenge for funding to SECED and is currently outside of the capacity of the SECED budget because of the required upgrades to the remainder of 8th Street which would be necessary to prevent runoff issues to the properties north of the subdivision that were built without curb and gutter, and which currently sit below the profile of existing street.

2. Project Budget – total budget for project, including:

- All sources of funding indicating whether funding is firm or requested/tentative:
- Funding for the project came from the 16 local participating municipalities. The City funding contribution only partially covered costs for land acquisition. The remaining funds for tap fees, surveying, architect, gas extensions, and engineering were paid by the additional funds of the other 15 local governments including Prowers County.
- SECED was instructed that the City had engineered the 8th Street and plans and profiles for curb and gutter. It was later discovered these plans did not exist. Therefore, without the planning of an entire street project this portion of the curb and gutter is not able to have accurate cost estimates. These plans were requested prior to the mobilization of concrete crews for the project. Our crews quoted \$85/per foot or \$22,100 for the curb and gutter for our portion (260') of the street.
- The mobilization of concrete contractors was also missed because of the lack of engineering available to construct when foundations were poured. Our team requested plans for the curb and gutter on November 29, 2022. A cut sheet was only provided on December 6, 2022. This was not adequate to allow for construction under the construction of the homes timeline. City staff later informed our team that the city would provide elevations from the GIS department, but these were never provided.
- SECED presented the City Engineer with our concerns and storm water calculations on March 5, 2023. These storm water calculations are for the 260' of curb and gutter discharging the sheet runoff to the north of our property. JVA reviewed our concerns and concurred that by capturing street flows in curb and gutter in front of our property and discharging at the end of the curb line would highly likely flood the properties to the north during a 2" storm event.
- SECED has deferred the \$5,000 per lot economic incentive that was discussed to assist originally assist with tap fees and other development costs. These were planned in our proforma for the entire project. However, SECED has now paid fees to ensure the project's continued on time for future buyers who are currently on rate lock with their mortgage companies. **SECED respectfully requests the \$25,000 incentive funds are escrowed and used towards the rebuilding of 8th Street at a time the City deems appropriate to repave and add curb and gutter to the entire remainder of 8th Street.**
- The \$25,000 could also be used as grant leverage. SECED approached all the communities in the CDOT region about an MMOF grant. Unfortunately, these funds could have covered 100% but were not applied for but by two different communities. This grant now requires a 25% match. The escrowed incentive funds could also be leverage as match to further the completion of additional curb and gutter and sidewalks north of the development if the City decides to pursue this in the future. SECED is the Southeast TPR and a liaison to these funds.

3. A complete business plan if proposing a new development/build project.

- The SE Workforce housing build delivered 83 affordable workforce housing units across the six county region at price points of \$175 Sq ft. this was only possible by the regional collaboration of the 16 local governments. SECED owns 2 more lots in Lamar and hopes to build additional housing in the future. This project has created capacity to build additional units not just at the property but in additional partnership with the City in the future.

SUBMISSION OF ACKNOWLEDGEMENT

The information contained herein is true, complete and correct to the best of my knowledge. I have the authority to apply for assistance from the City of Lamar on behalf of the entity described herein and will ensure that the improvements will be maintained should the business default. I understand that this information may be made for public review. By signing below, the undersigned agrees that any false statement in this record may subject the applicant to be eliminated from consideration.

Name of Business: Southeast Colorado Enterprise Development, Inc.

Name and Title: Stephanie Gonzales, Executive Director

Signature: 

Date: June 1, 2023

LAMAR CITY COUNCIL
WORK SESSION COMMENTARY

ITEM TITLE: Open discussion on the Royal on the 7th regarding incentive packages

INITIATOR: Anne-Marie Crampton,
Stephanie Strube

CITY ADMINISTRATOR'S REVIEW: REF

ACTION PROPOSED: Information only

STAFF INFORMATION SOURCE: Stephanie Strube, Anne-Marie Crampton

BACKGROUND:

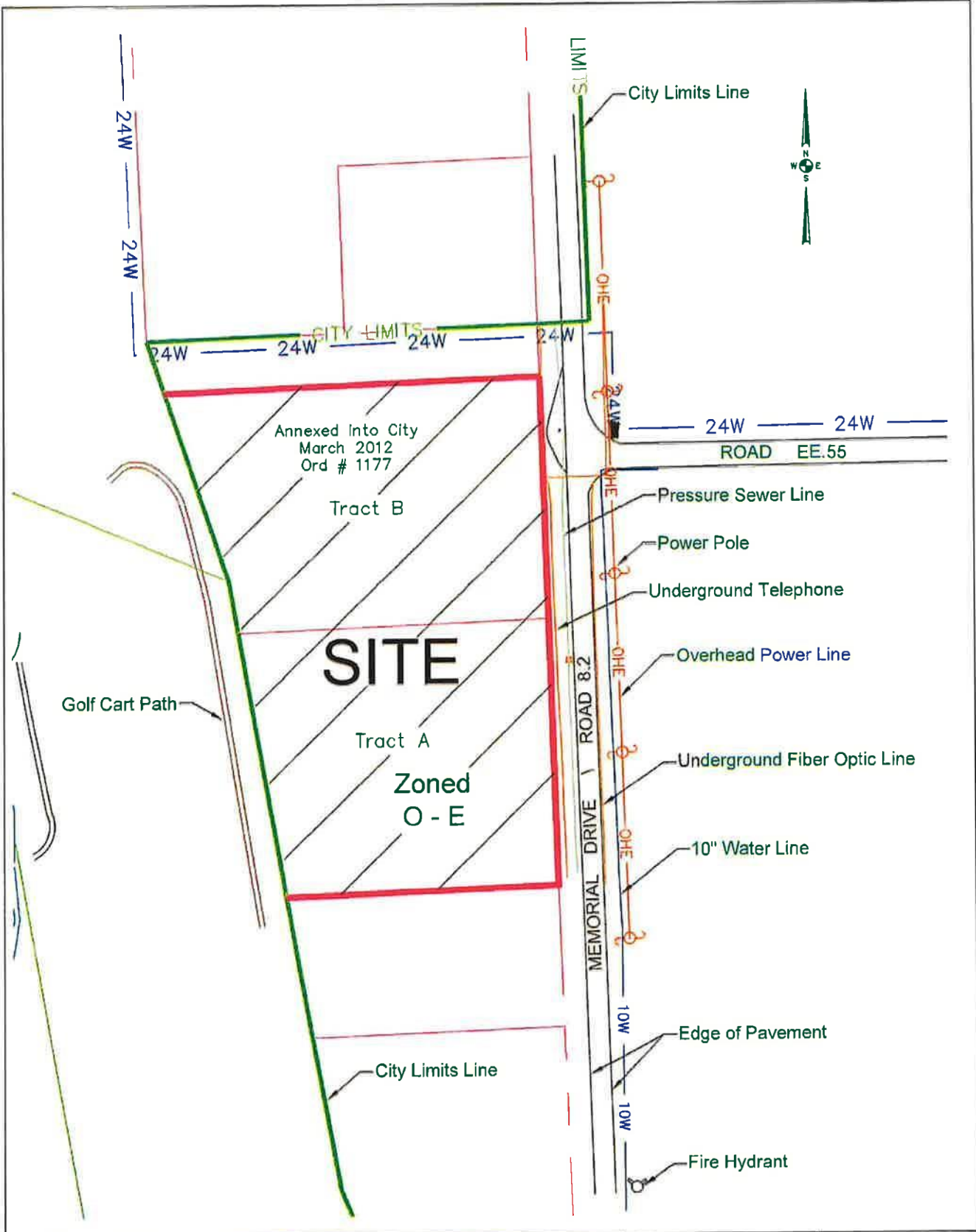
John Sutphin III and his contractor, Scott Glahn, have been planning a subdivision along Memorial Drive and the east side of Spreading Antlers Golf Course. The Royal on the 7th subdivision is closer to being presented to Planning & Zoning. Council has approved Ordinance No. 1261 rezone the property from O-E to R-1. The said property is approximately 5 acres in total (see attached map). On May 30, 2023, P & Z held a public hearing for the preliminary plat subdivision of the land to develop the property into single family homes in the future. The 12 lots vary in size but run approximately 105' by 135' (see attachment of subdivision layout). At this point, the developers plan to sell the lots for future construction once they have the necessary improvements.

Scott Glahn has worked closely with the City to help move this project forward. Plans have been reviewed by Pat Mason, Jeremy Burkhart, Mike Machone, Rob Batdorf, Rob Evans, Lamar Light & Power, and emailed to the appropriate people for concerns. There were minor change requests to the plans at the Planning & Zoning meeting regarding the lift station, retaining pond, typos, and lot size correction to the south lots. After the changes are made and recommended for approval by P&Z, the plans will be brought to City Council for final approval to move forward with the plat of the subdivision.

Please note this is not an approval of the plat subdivision as the final plans have not been provided.

RECOMMENDATION:

Update on the project and consideration for future residential incentive fund request.

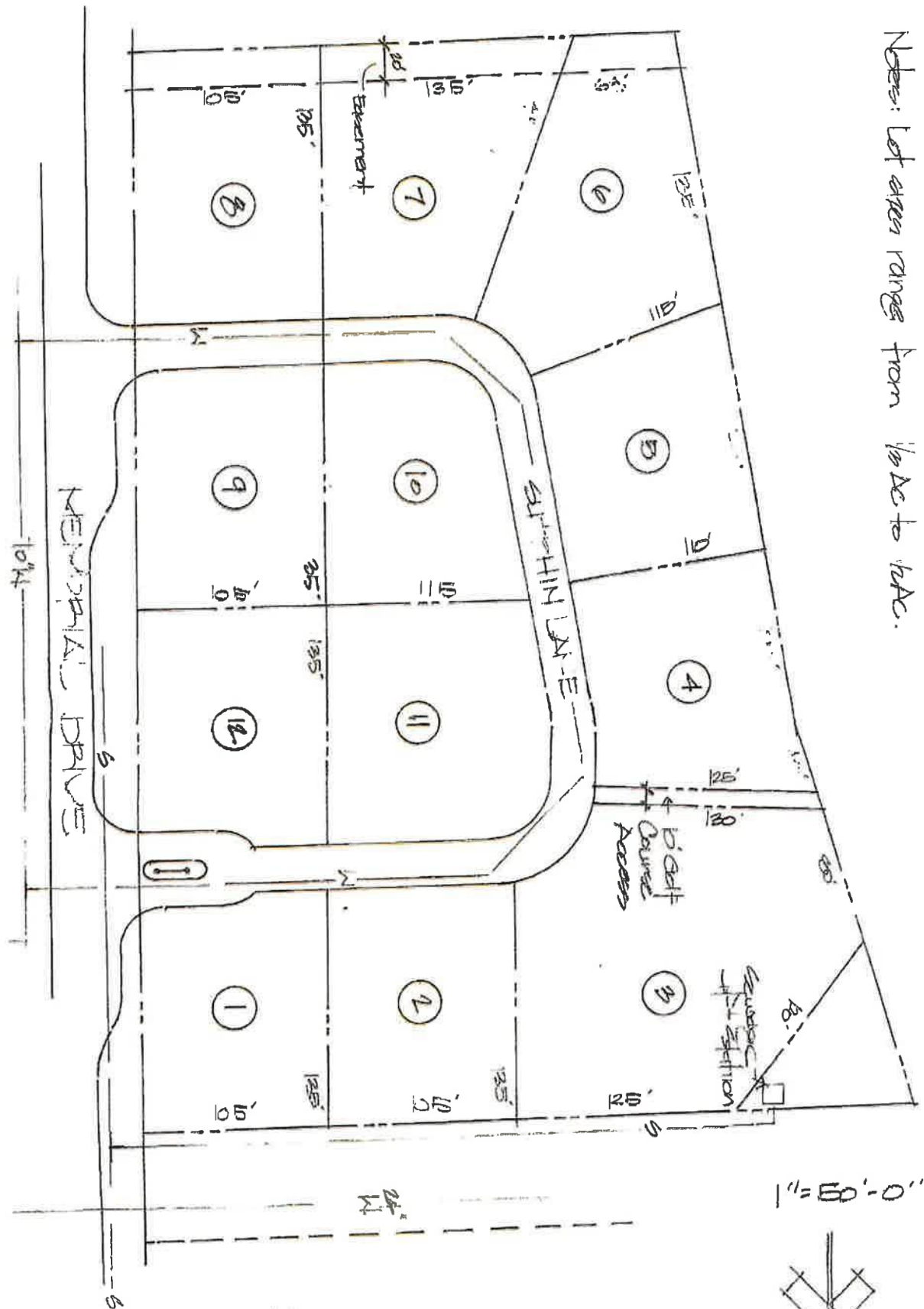


Project: **FOURTH SUBDIVISION**
SW 1/4 Section 17, T23S, R46W

Date: 11-16-2022
 Drawn By: msm

Sheet # 1
 Scale: 1" = 150'

Notes: Lot areas range from 1/8 Ac to 1/4 Ac.



Preliminary Plan
 THE ROYAL ON 7th



CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL
Monday, June 12, 2023 – 7:00 p.m.

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

JOE GONZALES _____

MIKE BELLOMY _____

GERRY JENKINS _____

KIRK CRESPIN _____

MIKE DUFFY _____

MANUEL TAMEZ _____

BRENT BATES _____

ROB EVANS _____

KRISTIN SCHWARTZ _____

LANCE CLARK _____

GENERAL BUSINESS

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

CONSENT AGENDA

- Item 1 - Approval of Council Meeting Minutes – 5/22/23
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 5/09/23
- Item 3 – Payment of Bills _____
- Item 4 – Licenses – New and Renewals _____
 - a) Hotel & Restaurant Liquor License-city – Tavern 1301, 1301 North Main Street
 - b) Tavern Liquor License (city) – Fraternal Order of the Eagles #3898, 1220 South Main Street

PUBLIC COMMENT

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

REPORTS AND CORRESPONDENCE

Item 1 - City Treasurer's Report

Item 2 - City Clerk's Report

Item 3 - City Administrator's Report

Item 4 - Reports and Correspondence from Council

NEW BUSINESS

Item 1 - Public Hearing for Special Event Permit for Sand and Sage Roundup

- A. Proof of Publication - City Clerk
 - B. Opening Remarks - Mayor
 - C. City Council Comments - City Council
 - D. Open to the Floor - Mayor
 - E. Closed to the Floor - Mayor
 - F. City Council Action - City Council
-
-

Item 2 - Appointment to Lamar Utilities Board

Item 3 - Appointments to Lamar Historic Advisory Board

Item 4 - Appointments to Lamar Building Finance Corporation

Item 5 - Liaison Appointments to Boards and Commissions

Item 6 - Authorize Mayor to Sign eHealth Master Services Agreement for Biometric Screening Fair

Item 7 - SECED Residential Development Assistance Request

Item 8 - Land Purchase Agreement with Edgar Rolando De Leon Vasquez

RESOLUTION

Item 9 – Discussion of Resolution No. 22-04-02 – “A Resolution of the City of Lamar Establishing a New Residential Development and Construction Incentive Program for the City of Lamar”

Item 10 - Miscellaneous

Item 11 - Executive Session – For Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f)

NEXT CITY COUNCIL MEETING – Monday, June 26, 2023 @ 7:00 P.M Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

**CITY OF LAMAR
MINUTES OF THE CITY COUNCIL MEETING
May 22, 2023**

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

Present: Mike Bellomy, Gerry Jenkins, Kirk Crespin, Mike Duffy, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark

Absent: Joe Gonzales

Consent Agenda

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the consent agenda Items 1 through 4.

Item #1 – Approval of Regular Meeting Minutes – 5/08/23

Item #2 – Approval of Minutes for Boards and Commissions
a) Utilities Board – 4/25/23

Item #3 – Payment of Bills
General Fund-Vouchers #96466-#96568

ORDINANCE 2ND READING

Item #4 – Ord. No. 1261 – “An Ordinance Rezoning of Tract of Land and Known as Township 23 South, Range 46 West of the Sixth Principal Meridian Section 17; Tract A & B of the Fourth Subdivision of the SW ¼, According to the Recorded Plat at Reception No. 528019, Except the South 20’ of tract A from O-E to R-1”.

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

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

Audience Participation

Belinda Sturgis, 1001 Cty. Rd G., Lamar provided handouts regarding Marijuana Licensing fees, SB21-111 & SB 21-207, Marijuana Tax & Revenue Report 2014-To Date, and an article from the Colorado Sun regarding declining sales in Colorado. She also asked if Council would want to have someone from Council sit on their committee gathering educational information on marijuana.

Council will take under advisement and let them know.

Heather Whisenand, LPI Board President wanted to let Council know about this year’s 3rd Annual Corporate Cup which will be held August 3-5, 2023. She talked about the additions they are adding to this year’s cup and encouraged everyone to come out and participate in the event.

City Treasurer Report

City Treasurer Schwartz reported on the following items.

- City was awarded the Pet Overpopulation Grant in the amount of \$12,500.00 and money has already been received.
- City has received the Welcome Center renewal in the amount of \$80,000.00, no changes from previous year.
- City received 2nd rejection notice regarding the Pickleball Grant, will continue to explore other options.
- East Side Sidewalk grant extension through end of October. The CDOT permit stage has been completed and will start moving forward.
- No movement currently on the TAP Grant regarding the sidewalks
- Waiting to hear back on the CDOT Revitalization Grant regarding the West side sidewalks.

Councilmember Bellomy asked if they gave a reason as to why they rejected the Pickleball Grant application.

City Treasurer Schwartz stated that they did not but there was about 6.3 million in grant applications presented. She feels that maybe they went with the larger grant requests.

City Clerk Report

None

City Administrator Report

Coffee with Rob

City Administrator Evans announced his schedule for Coffee with Rob. 7:00 a.m. at the following locations.

May 24th – Daylight Donuts

May 31st – Brew Unto Others

Ayres Brownfield Report

City Administrator Evans announced that the Ayres Brownfield report will go live next week and will be linked to the City website.

Prowers Medical Center Health Fair

City Administrator Evans announced that the Prowers Medical Center Health Fair is Wednesday, May 24th, May 31st, and June 7th, 2023 – 7:00-9:00 a.m.

Prowers Area Transit Open House

City Administrator Evans announced that Prowers Area Transit will be hosting an open house on Friday, May 26, 2023, 10:00 a.m. to 1:00 p.m. at 200 E. Hickory St.

City Office Closure

City Administrator Evans announced that the City Offices will be closed on Monday, May 29, 2023 in observance of Memorial Day.

Friends of the Library Book Sale

City Administrator Evans announced that the Friends of the Library Book Sale is June 2-3, 2023, 9:00 a.m. to 1:00 p.m.

Library Craft Fair and Farm Market

City Administrator Evans announced that the Library Craft Fair/Farm Market is Saturday, June 3, 2023, 9:00 a.m. to 1:00 p.m. at the Cultural Event Center.

Common Grounds

City Administrator Evans reported that Common Grounds will be Wednesday, June 7, 2023, 7:00 a.m. at the Cultural Event Center.

Community Social

City Administrator Evans announced that the Community Social will be Saturday, June 10, 2023 with the following events by the Willow Creek Park Pavilion.

- Swimming – 1:00 p.m.
- Meet & Greet BBQ – 5:00-7:00 p.m.
- Movie in the Park – 8:30-10:30 p.m.

Project Update

City Administrator Evans stated that the parks are looking great. They have put a lot of hard work into getting them ready for the summer.

He reported that the CML Annual Conference is in June and will be during the same time as the second Council meeting. We will have to have Councilmembers zoom in.

He also announced that Lamar will be hosting the CML Fall meeting and have booked the Cow Palace for the venue.

Miscellaneous

City Administrator Evans reported that during the recent rain storms there was some pooling around the NAPA area but much improved from the years past. He gave a thank you to public works for their preventative work clearing gutters prior to the rain storm.

Councilmember Tamez asked if Rob had obtained any information on the Blue Grass Festival. He stated that it was a cost issue as to why they are not putting it on this year.

Councilmember Bellomy thanked whomever was able to get the Creaghe Packing building boarded and cleaned up.

Councilmember Duffy stated that there is a TikTok video going around about the Lamar Inn. Is there an update on the progress?

City Administrator Evans stated that they continue to work on it, but owner is currently in Korea.

Reports and Correspondence from Council

LPI Update

Councilmember Bellomy announced that the plastic and ewaste recycling is the 2nd & 4th Saturdays of the month. He also reported that the plastic recycling bags are going up to \$5.00. There are currently 2 openings on the Board.

Public Safety Board Update

Councilmember Jenkins stated that there was no meeting in May but will continue in June and they still are short 1 board member.

Water Restrictions

Councilmember Tamez gave a reminder that the City is under a water restriction and there is no watering between 11:00 a.m. and 6:00 p.m. on any given day.

NEW BUSINESS

Public Hearing for Permanent Modification of Premise for Coronicas Inc dba/Coronicas Liquor Store

Mayor Crespín requested to open Public Hearing at 7:31 p.m.

Councilmember Jenkins moved and Councilmember Duffy seconded to open the public hearing for a Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

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

Voting No: None

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

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

Mayor Crespín asked if there was anyone in favor of the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Cory Daniels, Owner of Coronicas spoke in favor of the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Mayor Crespín asked if there were any further comments in favor of the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store; none received.

Mayor Crespín asked if there was anyone against the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Galan Burnett, 800 S 6th, spoke against the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Mayor Crespín asked if there were any further comments against the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Oralia Carrillo, spoke against the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

Mayor Crespín asked if there were any further comments against the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store; none received.

Councilmember Tamez moved and Councilmember Duffy seconded to close the public hearing for Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store at 7:41 p.m.

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

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

Councilmember Bates moved and Councilmember Jenkins seconded to approve the Permanent Modification of Premise Application for Coronicas Inc dba/Coronicas Liquor Store.

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

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

Lamar Community College Presentation by President, Dr. Rosana Reyes

LCC President, Dr. Rosana Reyes, provided handouts of the March and April 2023 reports to Council. She talked on the following happenings at LCC.

- 19 Employee Vacancies have been filled.
- 2 Grants over \$800,000.00 geared towards Student Industry Support and creating opportunities in several areas of learning.
- 2022-2023 Graduation was a great success with many honors given to students.
- Family – She survived being without her family for almost 4 months. She is going to attend her two oldest college graduations and then they will be headed back to Lamar.
- Transform the Student Experience. They want to expand what it is to be a student at LCC when living and commuting to school. We want to promote more engagement and retention activities rather than programming as well as opportunities and events to focus on strengthening our student's voices and make sure they understand everything that they are doing.
- Facility Renovations – next renovations will be for ADA Code Compliance in all buildings, expand Library and Resource Center, and Bowman Building renovation, Student Housing renovations.
- Reform LCC Workforce – refining the workforce to continue the legacy of LCC, to help maintain the longevity of the workforce, staff mentoring program to include health and wellness.

Ports-to-Plains Update – Beverly Haggard

Beverly Haggard provided handouts from the recent Ports-to-Plains meeting she attended. She reviewed the information regarding the Ports-to Plains Trade Corridor and the Heartland Expressway. She talked about the importance of Colorado designating 287 as a future interstate. She announced that the Ports-to-Plains Annual Meeting is September 13-15, 2023 in Eagle Pass, TX.

Election of Mayor Pro-Tem and Review of Liaison Positions

Councilmember Jenkins nominated Councilmember Tamez with Councilmember Duffy seconding the nomination.

Councilmember Tamez nominated Councilmember Duffy with no second to follow.

Vote for Councilmember Tamez to be elected Mayor Pro-Tem.

Voting Yes: Bellomy, Jenkins, Crespin, Duffy, Bates

Voting No: None

Abstain: Tamez

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 5-0".

Review of Liaison Positions – Council will review liaison positions at the next meeting.

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

Councilmember Jenkins moved and Councilmember Duffy seconded to approve the scheduling of Public Hearing for a Special Event Permit for the Sand & Sage Round-Up to host a Beer Garden during the Sand & Sage Round-Up Fair.

Voting Yes: Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates

Voting No: None

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

Intent to Participate in a Coordinated Election

Councilmember Tamez moved and Councilmember Bates seconded to approve the Intent to Participate in the Coordinated Election and authorize the City Clerk to file the Intent with the Prowers County Clerk.

Voting Yes: Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates

Voting No: None

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

Approve Amendment to Work Force Center Lease to Include Janitorial Services

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the Amendment to Work Force Center Lease to include Janitorial Services.

Voting Yes: Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates

Voting No: None

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

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

Councilmember Tamez moved and Councilmember Jenkins seconded to approve the authorization to apply for the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging.

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

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

Approve Lease Agreement with the Aqua-holics Rentals, LLC

Councilmember Jenkins moved and Councilmember Duffy seconded to approve the Lease Agreement with Aqua-holics Rentals, LLC and authorize the Mayor to sign.

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

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

Changing a Budgeted Purchase Item to a Higher Priority Need

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the changing of budget purchase item to a higher priority needed item of a storage container to hold larger library items such as displays, shelving, etc. in the amount of \$7,000.00. Original item was budgeted at \$4,500.00, but they have secured additional financing from Friends of the Library \$1,000.00, Huddleston Butler Foundation \$2,500.00 and a possible \$500.00 from an additional source.

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

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

Request for Extra-Territorial Water and Sewer Service – Holguin

Councilmember Bates moved and Councilmember Duffy seconded to approve the request for Extra-Territorial Water and Sewer Service for Alfonso Holguin at 6625 Rodeo Dr. and authorize the Mayor to sign.

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

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

Request for Extra-Territorial Water and Sewer Service – Ramos

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the request for Extra-Territorial Water and Sewer Service for Jose Ramos at 6619 Rodeo Dr. and authorize the Mayor to sign.

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

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

Pocket Park Bids

Councilmember Duffy moved and Councilmember Tamez seconded to approve and award Pocket Park Bid for lighting to Grett Electric in the amount of \$23,900.00 and authorize the Mayor to sign.

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

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

Consulting Service Agreement with Warren Camp

Councilmember Duffy moved and Councilmember Bellomy seconded to approve Consulting Service Agreement with Warren Camp and authorize the Mayor to sign.

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

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

Independent Contractor Agreement – James Cisneros

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the Independent Contractor Agreement with James Cisneros for Economic Development consulting in the amount of \$25,000.00 split between City of Lamar and Prowers Economic Prosperity.

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

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

Miscellaneous

None

Executive Session – (1) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice Regarding C.R.S. Section 24-6-402(4)(b) and (2) For a Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f)

Councilmember Jenkins moved and Councilmember Tamez seconded to enter into an executive session – (1) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice Regarding C.R.S. Section 24-6-402(4)(b) and (2) For a Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f).

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

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

Regular meeting recessed and executive session convened at 8:43 p.m.

Councilmember Jenkins moved and Councilmember Tamez seconded that executive session adjourn at 9:40 p.m. and open meeting was reconvened.

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

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

Adjournment

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

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

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

The meeting adjourned at 9:41 p.m.

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

Lance Clark

Linda Williams – City Clerk

Kirk Crespín – Mayor

NOTE TO COUNCIL: The below minutes were approved at the May 23, 2023 meeting.

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
May 9, 2023**

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

Present: Patrick Leonard, Roger Stagner, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams
Doug Thrall by phone

Absent: Jay Brooke, Clifford Boxley, Kirk Crespin, Lance Clark

Minutes of Previous Meeting – April 25, 2023

Boardmember Stagner moved and Boardmember Thrall seconded to approve meeting minutes of April 25, 2023.

Voting Yes: Thrall, Leonard, Stagner

Voting No: None

Purchase Orders #92108 through #92143

Boardmember Stagner moved and Boardmember Thrall seconded to approve purchase orders #92108 through #92143 in the amount of \$732,406.85.

Voting Yes: Thrall, Leonard, Stagner

Voting No: None

Payment of Bills

Boardmember Stagner moved and Boardmember Thrall seconded to approve payment of bills: Vouchers #53289 through #53341 for a total of \$122,170.34.

Voting Yes: Thrall, Leonard, Stagner

Voting No: None

System Operating Report

Superintendent Hourieh reported that the line crew completed the installation of 300 ft. of underground single phase, 4kv for a new service located at 3500 1st St. South in Lamar. The new service will power a 167 kva, 120/240v padmount transformer which will feed the new S.E. Health Group housing facility. They also installed a 45 ft. class 2 steel pole that replaced a decayed wooden structure on a 3 phase, 4kv circuit which powers John Deere's facility. The crew also installed a 2 pole single phase line extension to a new house at Pheasant Run in Wiley, and a 55 ft. wooden pole for Holly's Ball field.

Superintendent Hourieh announced that the 2023 LUB/ARPA scholarship process has been completed. This year we received a total of 8 applications for the combined \$1,400.00 scholarship. 3 applications from Lamar High School, 3 from McClave High School, and 2 from Wiley 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 – Abigail Ross

- McClave High School – Ansley Herrera
- Wiley High School – Annabelle Mortimeyer

Superintendent Hourieh announced that they have received information from CIG and once reviewed by attorney will give the board an update at next meeting.

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

Voting Yes: Thrall, Leonard, Stagner

Voting No: None

The meeting adjourned at 12:09 p.m.

Linda Williams – City Clerk

Patrick Leonard - Boardmember

9610-Gonzales Unlimited

06/07/23 13:41
ap230_pg.php/Job No: 22601

City of Lamar
Payment Register Print

Page 1 of 28
USER: TMCPPERSON

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Batch Number	
FOR BANK ACCOUNT:1 FRONTIER BANK GREEN CHECKS - MULTI FUND									
96569		2073	FRONTIER BANK SHORT CHK - SONIC ** PAYMENT TOTAL **	05-22-23 1	5.66 5.66	0.00 0.00	5.66 5.66	116234	
96570		2690	LEGALSHIELD CORPORATE OFFICE MAY 2023 LEGAL SHIELD MAY 2023 LEGAL SHIELD MAY 2023 LEGAL SHIELD ** PAYMENT TOTAL **	MAY-2023 MAY-2023 MAY-2023 3	86.75 86.75 86.75 86.75	0.00 0.00 0.00 0.00	11.19 11.19 64.37 86.75	116341	
96571		3260	COLORADO DEPARTMENT OF REVENUE APRIL2023 AVIATION FUELSALESTX ** PAYMENT TOTAL **	05-30-2023 1	1,359.00 1,359.00	0.00 0.00	1,359.00 1,359.00	116341	
96572		871	FIDELITY ADVISOR FUNDS POLICE PNS:4917:272:05/27/23 POLICE PEN:4917:772:05/27/23 PENSION MN:4917:475:05/27/23 ** PAYMENT TOTAL **	4917:37 4917:38 4917:45 3	2,876.43 3,235.95 66.75 6,179.13	0.00 0.00 0.00 0.00	2,876.43 3,235.95 66.75 6,179.13	116351	
96573		910	PEOPLES CREDIT UNION CREDITUNON:4917:303:05/27/23 CREDITUNON:4917:303:05/27/23 ** PAYMENT TOTAL **	4917:258 4917:299 2	200.00 124.60 324.60	0.00 0.00 0.00	200.00 124.60 324.60	116351	
96574		2055	CITY OF LAMAR FED W/H:4917:800:05/27/23 COLO W/H:4917:810:05/27/23 MEDICARE:4917:701:05/27/23 MEDICARE:4917:801:05/27/23 SOC SEC BN:4917:702:05/27/23 SOC SEC:4917:802:05/27/23 PENSION:4917:275:05/27/23 INTEGRATED:4917:288:05/27/23 PENSION:4917:775:05/27/23 INTEGRATED:4917:788:05/27/23 FED W/H:4917:800:05/27/23 COLO W/H:4917:810:05/27/23 MEDICARE:4917:701:05/27/23 MEDICARE:4917:801:05/27/23 SOC SEC BN:4917:702:05/27/23 SOC SEC:4917:802:05/27/23 PENSION:4917:275:05/27/23 INTEGRATED:4917:288:05/27/23	4917:197 4917:198 4917:199 4917:200 4917:201 4917:203 4917:204 4917:205 4917:206 4917:222 4917:223 4917:224 4917:225 4917:226 4917:227 4917:228 4917:229	718.42 616.00 239.82 239.82 122.72 122.72 1,156.69 1,301.28 54.32 456.55 260.00 105.67 105.67 86.61 86.61 471.23 24.57	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	718.42 616.00 239.82 239.82 122.72 122.72 1,156.69 1,301.28 54.32 456.55 260.00 105.67 105.67 86.61 86.61 471.23 24.57		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment HP/ Number VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
		VROTHAFT#:4917:293:05/27/23	4917:230	20.66	0.00	20.66		
		PENSION:4917:775:05/27/23	4917:231	530.14	0.00	530.14		
		INTEGRATED:4917:788:05/27/23	4917:232	38.21	0.00	38.21		
		FED W/H:4917:800:05/27/23	4917:252	1,404.46	0.00	1,404.46		
		COLO W/H:4917:810:05/27/23	4917:253	744.42	0.00	744.42		
		MEDICARE:4917:701:05/27/23	4917:254	225.63	0.00	225.63		
		MEDICARE:4917:801:05/27/23	4917:255	225.63	0.00	225.63		
		SOC SEC BN:4917:702:05/27/23	4917:256	346.82	0.00	346.82		
		SOC SEC:4917:802:05/27/23	4917:257	346.82	0.00	346.82		
		PENSION:4917:275:05/27/23	4917:260	1,107.11	0.00	1,107.11		
		ABT \$457K:4917:280:05/27/23	4917:261	35.00	0.00	35.00		
		ICMA:4917:283:05/27/23	4917:262	13.36	0.00	13.36		
		INTEGRATED:4917:288:05/27/23	4917:263	98.04	0.00	98.04		
		PENSION:4917:775:05/27/23	4917:264	1,245.51	0.00	1,245.51		
		ICMA:4917:783:05/27/23	4917:265	13.36	0.00	13.36		
		INTEGRATED:4917:788:05/27/23	4917:266	152.51	0.00	152.51		
		FED W/H:4917:800:05/27/23	4917:293	1,652.70	0.00	1,652.70		
		COLO W/H:4917:810:05/27/23	4917:294	984.47	0.00	984.47		
		MEDICARE:4917:701:05/27/23	4917:295	310.26	0.00	310.26		
		MEDICARE:4917:801:05/27/23	4917:296	310.26	0.00	310.26		
		SOC SEC BN:4917:702:05/27/23	4917:297	663.20	0.00	663.20		
		SOC SEC:4917:802:05/27/23	4917:298	663.20	0.00	663.20		
		FED W/H:4917:800:05/27/23	4917:30	12,184.62	0.00	12,184.62		
		PENSION:4917:275:05/27/23	4917:302	1,166.04	0.00	1,166.04		
		ICMA:4917:283:05/27/23	4917:303	35.62	0.00	35.62		
		INTEGRATED:4917:288:05/27/23	4917:304	189.14	0.00	189.14		
		PENSION:4917:775:05/27/23	4917:305	1,311.79	0.00	1,311.79		
		ICMA:4917:783:05/27/23	4917:306	35.62	0.00	35.62		
		INTEGRATED:4917:788:05/27/23	4917:307	294.21	0.00	294.21		
		ABT \$457K:4917:280:05/27/23	4917:308	75.00	0.00	75.00		
		ABT 457K:4917:284:05/27/23	4917:309	63.39	0.00	63.39		
		COLO W/H:4917:810:05/27/23	4917:31	80.00	0.00	80.00		
		COLO W/H:4917:810:05/27/23	4917:32	6,875.83	0.00	6,875.83		
		MEDICARE:4917:701:05/27/23	4917:33	2,616.05	0.00	2,616.05		
		FED W/H:4917:800:05/27/23	4917:333	668.22	0.00	668.22		
		COLO W/H:4917:810:05/27/23	4917:334	463.28	0.00	463.28		
		MEDICARE:4917:701:05/27/23	4917:335	186.72	0.00	186.72		
		MEDICARE:4917:801:05/27/23	4917:336	186.72	0.00	186.72		
		SOC SEC BN:4917:702:05/27/23	4917:337	170.47	0.00	170.47		
		SOC SEC:4917:802:05/27/23	4917:338	170.47	0.00	170.47		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			MEDICARE:4917:801:05/27/23	4917:34	2,616.05	0.00	2,616.05	
			PENSION:4917:275:05/27/23	4917:341	773.66	0.00	773.66	
			ABT 457K\$:4917:284:05/27/23	4917:342	13.79	0.00	13.79	
			INTEGRATED:4917:288:05/27/23	4917:343	42.15	0.00	42.15	
			PENSION:4917:775:05/27/23	4917:344	870.36	0.00	870.36	
			INTEGRATED:4917:788:05/27/23	4917:345	65.56	0.00	65.56	
			SOC SEC BN:4917:702:05/27/23	4917:35	4,858.65	0.00	4,858.65	
			SOC SEC:4917:802:05/27/23	4917:36	4,858.65	0.00	4,858.65	
			PENSION:4917:275:05/27/23	4917:47	5,515.62	0.00	5,515.62	
			VOL AFT \$:4917:276:05/27/23	4917:48	39.01	0.00	39.01	
			VOL AFT \$:4917:277:05/27/23	4917:49	15.00	0.00	15.00	
			ABT \$457K:4917:280:05/27/23	4917:50	100.00	0.00	100.00	
			ICMA:4917:283:05/27/23	4917:51	40.06	0.00	40.06	
			ABT 457K\$:4917:284:05/27/23	4917:52	83.71	0.00	83.71	
			INTEGRATED:4917:288:05/27/23	4917:53	1,150.14	0.00	1,150.14	
			PENSION:4917:775:05/27/23	4917:54	6,309.95	0.00	6,309.95	
			ICMA:4917:783:05/27/23	4917:55	40.06	0.00	40.06	
			INTEGRATED:4917:788:05/27/23	4917:56	1,756.49	0.00	1,756.49	
			ABT \$457K:4917:280:05/27/23	4917:57	250.00	0.00	250.00	
			ABT 457K\$:4917:284:05/27/23	4917:58	83.18	0.00	83.18	
			** PAYMENT TOTAL **	78	73,590.67	0.00	73,590.67	116351
96575		2056	CITY OF LAMAR-PAYROLL					
			UTIL BILLS:4917:405:05/27/23	4917:340	75.00	0.00	75.00	
			MISC DEDUC:4917:306:05/27/23	4917:42	25.00	0.00	25.00	
			UTIL BILLS:4917:405:05/27/23	4917:43	340.00	0.00	340.00	
			** PAYMENT TOTAL **	3	440.00	0.00	440.00	116351
96576		2323	FIRE & POLICE PENSION ASSN					
			FIRE FPPA:4917:731:05/27/23	4917:346	360.18	0.00	360.18	
			POL FPPA:4917:730:05/27/23	4917:59	1,314.61	0.00	1,314.61	
			FIRE FPPA:4917:731:05/27/23	4917:60	374.11	0.00	374.11	
			** PAYMENT TOTAL **	3	2,048.90	0.00	2,048.90	116351
96577		2606	WAKEFIELD AND ASSOCIATES					
			2022CO3010:4917:412:05/27/23	4917:44	150.62	0.00	150.62	
			** PAYMENT TOTAL **	1	150.62	0.00	150.62	116351
96578		99999	PABLO BAILLON					
			REFUND OF WINDMILL TOUR ENTRY	5-30-2023	375.00	0.00	375.00	
			** PAYMENT TOTAL **	1	375.00	0.00	375.00	116359
96579		770	CITY OF LAMAR-WATER INVEST FEE					
			MAY 2023 INVESTMENT FEE	05-2023	74,894.23	0.00	74,894.23	
			** PAYMENT TOTAL **	1	74,894.23	0.00	74,894.23	116377

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
96580		2076	UNITED STATES POST OFFICE MAY 2023 POSTAGE UTILITY BILLS ** PAYMENT TOTAL **	5-31-2023 1	1,756.75 1,756.75	0.00 0.00	1,756.75 1,756.75	05/31/23	116377
96581		1	EARL HAWKINS 16644/609092930: ACCT 16644 RE 16644/609092930: ACCT 16644 RE ** PAYMENT TOTAL **	U!00001349 U!00001349 2	144.58 144.58 83.17	0.00 0.00 0.00	4.28 78.89 83.17	05/31/23	116386
96582		1	GUILLERMO RIVERA URQUIDI 22782/618184720: ACCT 22782 RE ** PAYMENT TOTAL **	U!00001352 1	104.24 47.81	0.00 0.00	47.81 47.81	05/31/23	116386
96583		1069	BISON TITLE COMPANY PURCHASE AGREEMT J ZAVALA LOTS ** PAYMENT TOTAL **	#282305 1	19,296.09 19,296.09	0.00 0.00	19,296.09 19,296.09	06/01/23	116420
96584		2709	COUNTY HEALTH POOL JUNE 2023 CHP PREMIUM JUNE 2023 CHP PREMIUM JUNE 2023 CHP PREMIUM JUNE 2023 CHP PREMIUM JUNE 2023 CHP PREMIUM ** PAYMENT TOTAL **	JUNE-2023 JUNE-2023 JUNE-2023 JUNE-2023 JUNE-2023 6	160,382.88 160,382.88 160,382.88 160,382.88 160,382.88 120,187.35	0.00 0.00 0.00 0.00 0.00 0.00	15,115.20 10,265.52 6,168.21 4,590.08 9,790.32 74,258.02 120,187.35	06/01/23	116426
96585		3021	LINCOLN NAT'L LIFE INSURANCE JUNE 2023 LINCOLN LIFE JUNE 2023 LINCOLN LIFE JUNE 2023 LINCOLN LIFE JUNE 2023 LINCOLN LIFE JUNE 2023 LINCOLN LIFE JUNE 2023 LINCOLN VOL LIFE JUNE 2023 LINCOLN VOL LIFE JUNE 2023 LINCOLN VOL LIFE JUNE 2023 LINCOLN VOL LIFE JUNE 2023 LINCOLN VOL LIFE ** PAYMENT TOTAL **	JUNE-2023-LIFE JUNE-2023-LIFE JUNE-2023-LIFE JUNE-2023-LIFE JUNE-2023-LIFE JUNE-2023-VLIFE JUNE-2023-VLIFE JUNE-2023-VLIFE JUNE-2023-VLIFE JUNE-2023-VLIFE 12	1,361.38 1,361.38 1,361.38 1,361.38 1,361.38 2,009.78 2,009.78 2,009.78 2,009.78 2,009.78 2,880.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	92.09 719.75 113.49 76.00 49.87 38.00 402.42 943.90 298.69 54.75 9.25 82.77 2,880.98	06/01/23	116426
96586		3021	LINCOLN NAT'L LIFE INSURANCE JUNE 2023 LINCOLN LTD JUNE 2023 LINCOLN LTD JUNE 2023 LINCOLN LTD JUNE 2023 LINCOLN LTD	JUNE-2023-LTD JUNE-2023-LTD JUNE-2023-LTD JUNE-2023-LTD	1,846.22 1,846.22 1,846.22 1,846.22	0.00 0.00 0.00 0.00	126.37 1,284.39 164.48 122.77		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96587		226	JUNE 2023 LINCOLN LTD	JUNE-2023-LTD	1,846.22	0.00	90.06		
			JUNE 2023 LINCOLN LTD	JUNE-2023-LTD	1,846.22	0.00	58.15		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	120.49		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	1,229.34		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	160.01		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	114.92		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	84.23		
			JUNE 2023 LINCOLN STD	JUNE-2023-STD	1,763.43	0.00	54.44		
			** PAYMENT TOTAL **	12	3,609.65	0.00	3,609.65	06/02/23	116440
			AFLAC PREMIUM HOLDING						
			MAY 2023 AFLAC & AFLAC CAIC	MAY-2023	2,940.52	0.00	305.35		
			MAY 2023 AFLAC & AFLAC CAIC	MAY-2023	2,940.52	0.00	1,628.54		
			MAY 2023 AFLAC & AFLAC CAIC	MAY-2023	2,940.52	0.00	22.62		
			MAY 2023 AFLAC & AFLAC CAIC	MAY-2023	2,940.52	0.00	261.52		
			MAY 2023 AFLAC & AFLAC CAIC	MAY-2023	2,940.52	0.00	226.32		
			** PAYMENT TOTAL **	5	2,444.35	0.00	2,444.35	06/06/23	116517
96588		2	A-1 RENTAL AND SALES INC	56772	50.00	0.00	50.00		
			STREET- SHARPENED CHAIN, SAW	56879	71.98	0.00	71.98		
			Water/WW- Service Materials	56897	3,654.51	0.00	3,654.51		
			JUMPING JACK	56898	35.00	0.00	35.00		
			Fire Eq - Saw Repair						
			** PAYMENT TOTAL **	4	3,811.49	0.00	3,811.49	06/07/23	116535
96589		15	LAMAR BMS	399855	30.95	0.00	30.95		
			supplies for month	399858	4.10	0.00	4.10		
			CREDIT MEMO-RETURN	399943	16.27	0.00	16.27		
			CREDIT MEMO-RETURN	399944	17.29	0.00	17.29		
			supplies for month	399997	15.79	0.00	15.79		
			supplies for month	400044	19.49	0.00	19.49		
			supplies for month	400139	7.49	0.00	7.49		
			supplies for month	400196	46.97	0.00	46.97		
			supplies for month	400300	133.09	0.00	133.09		
			supplies for month	400388	87.81	0.00	87.81		
			supplies for month	400667	14.58	0.00	14.58		
			PWKS- LUMBER/SATIN STONE	40076	8.68	0.00	8.68		
			supplies for month	400794	7.79	0.00	7.79		
			supplies for month	400799	140.75	0.00	140.75		
			PD SHELTER SUPPLIES	400986	76.30	0.00	76.30		
			PWKS- LUMBER/SATIN STONE	40115	4.58	0.00	4.58		
			WATER/WW -Service Materials	401158	7.47	0.00	7.47		
			MISC SUPPLIES						

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			MISC SUPPLIES	401161	4.78	0.00	4.78		
			MISC SUPPLIES	401187	8.68	0.00	8.68		
			AIRPORT- PLEXIGLASS/TAPE/GASKE	401351	106.58	0.00	106.58		
			MISC SUPPLIES	43-1742	19.98	0.00	19.98		
			MISC SUPPLIES	43-1743	276.95	0.00	276.95		
			** PAYMENT TOTAL **	22	1,015.63	0.00	1,015.63	06/07/23	116535
96590		22	CITY OF LAMAR-UTILITIES						
			MAY 2023 UTILITY BILLING	MAY-2023	50,167.02	0.00	50,167.02		
			MAY 2023 UTILITY BILLING	MAY/2023	17,778.41	0.00	17,437.85		
			MAY 2023 UTILITY BILLING	MAY/2023	17,778.41	0.00	340.56		
			** PAYMENT TOTAL **	3	67,945.43	0.00	67,945.43	06/07/23	116535
96591		57	AIRGAS USA LLC						
			SANITATION- INM 25% /WIRE MIG	9138167654	187.64	0.00	187.64		
			SANITATION- INM 25% /WIRE MIG	9138308555	165.97	0.00	165.97		
			Amb Op - Oxygen	9138502383	134.58	0.00	134.58		
			** PAYMENT TOTAL **	3	488.19	0.00	488.19	06/07/23	116535
96592		62	LAMAR AUTO PARTS						
			PARKS EQUIPMENT	684347	2,480.98	0.00	2,480.98		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689222	51.06	0.00	51.06		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689227	731.79	0.00	731.79		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689336	50.99	0.00	50.99		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689414	51.06	0.00	51.06		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689427	393.96	0.00	393.96		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689484	109.30	0.00	109.30		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689511	71.99	0.00	71.99		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689585	378.80	0.00	378.80		
			PWKS- MUD FLAPS/FUEL LINE/OIL	689592	100.63	0.00	100.63		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689594	87.60	0.00	87.60		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689611	17.99	0.00	17.99		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689817	206.84	0.00	206.84		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689833	230.43	0.00	230.43		
			PWKS- OIL FILTER/ BATTERY/CLUTC	689876	161.20	0.00	161.20		
			CORE DEPOSIT	689889	18.00-	0.00	18.00-		
			PWKS- MUD FLAPS/FUEL LINE/OIL	689894	131.89	0.00	131.89		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690007	55.25	0.00	55.25		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690015	1,095.46	0.00	1,095.46		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690278	41.36	0.00	41.36		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690304	12.43	0.00	12.43		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690338	16.81	0.00	16.81		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690539	12.29	0.00	12.29		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
96593		80	PWKS- MUD FLAPS/FUEL LINE/OIL	690665	22.48	0.00	22.48		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690718	14.99	0.00	14.99		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690748	308.80	0.00	308.80		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690813	9.59	0.00	9.59		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690828	154.99	0.00	154.99		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690860	79.59	0.00	79.59		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690862	183.39	0.00	183.39		
			PWKS- MUD FLAPS/FUEL LINE/OIL	690938	70.41	0.00	70.41		
			tools for complex	690967	2.96	0.00	2.96		
			PWKS- VRIBBED/134A/HOSE/FITIN	691174	39.99	0.00	39.99		
			PWKS- VRIBBED/134A/HOSE/FITIN	691294	24.70	0.00	24.70		
			PWKS- VRIBBED/134A/HOSE/FITIN	691350	29.03	0.00	29.03		
			PWKS- VRIBBED/134A/HOSE/FITIN	691427	122.04	0.00	122.04		
			PWKS- VRIBBED/134A/HOSE/FITIN	691429	33.14	0.00	33.14		
			** PAYMENT TOTAL **	37	7,568.21	0.00	7,568.21	06/07/23	116535
96593		80	CARRIE SMITH	MAY2023	855.00	0.00	855.00		
			TRAINING						
			** PAYMENT TOTAL **	1	855.00	0.00	855.00	06/07/23	116535
96594		84	PUEBLO DEPT OF PUBLIC HEALTH & ENV	APRIL2023	212.00	0.00	212.00		
			Water/WW-Bacti Labs						
			** PAYMENT TOTAL **	1	212.00	0.00	212.00	06/07/23	116535
96595		87	RANCHERS SUPPLY OF LAMAR LLC	248086	7.44	0.00	7.44		
			Water-Well#17 Service Material	248139	41.45	0.00	41.45		
			MISC SUPPLIES	248459	5.48	0.00	5.48		
			STREET- GASKET SHEET	248786	50.88	0.00	50.88		
			Water/WW-ServiceMeterMaterials	248794	30.35	0.00	30.35		
			Water/WW-ServiceMeterMaterials	248901	29.96	0.00	29.96		
			Water/WW-ServiceMeterMaterials	248913	43.20	0.00	43.20		
			** PAYMENT TOTAL **	7	208.76	0.00	208.76	06/07/23	116535
96596		88	ROBINSON PRINTING INC	71176	228.30	0.00	228.30		
			EQMAINT- VEHICLE MAINTEN LOG	71219	153.20	0.00	153.20		
			#10 NON WINDOW ENVELOPES PRINT	71231	600.00	0.00	600.00		
			Water/WW- WaterReport CCR	71232	135.00	0.00	135.00		
			Job Ads	71233	70.00	0.00	70.00		
			Job Ads	71234	90.00	0.00	90.00		
			Job Ads	71235	70.00	0.00	70.00		
			Job Ads	71236	70.00	0.00	70.00		
			Job Ads	71249	140.00	0.00	140.00		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
96597		89	** PAYMENT TOTAL ** 4 RIVERS EQUIPMENT REPAIRS	9	1,556.50	0.00	1,556.50 06/07/23	116535
96598		91	** PAYMENT TOTAL ** S E COLO POWER ASSOC MAY 2023 BILLING MAY 2023 BILLING MAY 2023 BILLING	1	2,032.83	0.00	2,032.83 06/07/23	116535
96599		103	** PAYMENT TOTAL ** SOUTH EAST MACHINERY CO INC Water/WW- well #17 supplies Water/WW- well #17 supplies Water/WW -Well Materials	3	1,643.00	0.00	1,643.00 06/07/23	116535
96600		109	** PAYMENT TOTAL ** VALLEY ELECTRONICS PD BATTERIES	3	9,150.80	0.00	9,150.80 06/07/23	116535
96601		112	** PAYMENT TOTAL ** WAGNER EQUIPMENT CO EQMAINT- EDGE EQMAINT- HOSE EQ MAINT- SCRAPPER DIFF./BRAKE	1	6.49	0.00	6.49 06/07/23	116535
96602		170	** PAYMENT TOTAL ** FASTENAL COMPANY PD SAFETY VEST	1	6.49	0.00	6.49 06/07/23	116535
96603		179	** PAYMENT TOTAL ** BIG TIMBERS VETERINARY CLINIC PD SPAY AND NEUTER PD SPAY AND NEUTER	2	184.00	0.00	184.00 06/07/23	116535
96604		180	** PAYMENT TOTAL ** LAS BRISAS SRP Prizes	1	50.00	0.00	50.00 06/07/23	116535
96605		197	** PAYMENT TOTAL ** SCHWARTZ MARKETING INC Job Ads Job Ads Job Ads	3	382.50	0.00	382.50 06/07/23	116535
96606		213	** PAYMENT TOTAL ** NKC TIRE PKMS- TIRES/REPAIRS EQ MAINT- TIRES /REPAIRS/CALLS	1	274.89	0.00	274.89 06/07/23	116535

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			EQ MAINT- TIRES /REPAIRS/CALLS	20504	227.98	0.00	227.98	
			PKKS- TIRES/REPAIRS	20542	100.00	0.00	100.00	
			PKKS- TIRES/REPAIRS	20545	70.00	0.00	70.00	
			PKKS- TIRES/REPAIRS	20582	42.80	0.00	42.80	
			PKKS- TIRES/REPAIRS	20602	591.99	0.00	591.99	
			PKKS- TIRES / REPAIRS	20602-1	591.99	0.00	591.99	
			PKKS- TIRES / REPAIRS	20662	20.00	0.00	20.00	
			PKKS- TIRES / REPAIRS	20677	274.44	0.00	274.44	
			PKKS- TIRES / REPAIRS	20678	46.89	0.00	46.89	
			DUPLICATION INV ALREADY PAID	CR20391-1	274.89-	0.00	274.89-	
			DUPLICATION INV ALREADY PAID	CR20602-1	591.99-	0.00	591.99-	
			** PAYMENT TOTAL **	13	1,551.99	0.00	1,551.99	06/07/23 116535
96607		243	MIKEY'S LOCKSMITH & REPAIRS					
			REKEY BALL PARKS	BALLPARK	940.00	0.00	940.00	
			** PAYMENT TOTAL **	1	940.00	0.00	940.00	06/07/23 116535
96608		333	DOUBLE K CAR WASH LLC					
			MAY 2023 CAR WASHES	MAY-2023	457.76	0.00	457.76	
			MAY 2023 CAR WASHES	MAY-2023	457.76	0.00	329.69	
			MAY 2023 CAR WASHES	MAY-2023	457.76	0.00	2.00	
			** PAYMENT TOTAL **	3	457.76	0.00	457.76	06/07/23 116535
96609		350	OTIS ELEVATOR COMPANY					
			ANNUAL COMPLEX ELEVATOR AGREEM	100401181726	8,674.44	0.00	8,674.44	
			** PAYMENT TOTAL **	1	8,674.44	0.00	8,674.44	06/07/23 116535
96610		361	GALLS LLC					
			PD UNIFORMS	0244999996	590.67	0.00	590.67	
			** PAYMENT TOTAL **	1	590.67	0.00	590.67	06/07/23 116535
96611		367	PROSPERITY LANE COMMUNITY					
			AIRPORT- WATER UTILITY	1096	287.40	0.00	287.40	
			** PAYMENT TOTAL **	1	287.40	0.00	287.40	06/07/23 116535
96612		383	C&C STORAGE					
			Storage container	023282	7,000.00	0.00	7,000.00	
			** PAYMENT TOTAL **	1	7,000.00	0.00	7,000.00	06/07/23 116535
96613		423	WALLACE GAS & OIL INC					
			SANIT- PROPANE	5264039	109.50	0.00	109.50	
			LANDFILL- #2 DIESEL/RUGGED 55/	A27160	495.49	0.00	495.49	
			LANDFILL - #2 LOW SULFUR DYED	S35695	528.00	0.00	528.00	
			LANDFILL - #2 LOW SULFUR DYED	S35835	390.00	0.00	390.00	
			LANDFILL- #2 LOW SULFUR DYED	S35846	1,320.00	0.00	1,320.00	
			LANDFILL- #2 DIESEL/RUGGED 55/	S36212	825.00	0.00	825.00	
			** PAYMENT TOTAL **	6	3,667.99	0.00	3,667.99	06/07/23 116535

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96614		485	KACTUS INC PD INVEST. RENTAL FEE 2023 ** PAYMENT TOTAL **	JUNE-2023 1	750.00 750.00	0.00 0.00	750.00 750.00	06/07/23	116535
96615		562	C & F ENGINEERING CO INC EQ MAINT- SAW CYLINDER REPAIR ** PAYMENT TOTAL **	14501 1	140.21 140.21	0.00 0.00	140.21 140.21	06/07/23	116535
96616		571	SHANNON VENTURI W/CScheduling Assistant ** PAYMENT TOTAL **	43-476 1	200.00 200.00	0.00 0.00	200.00 200.00	06/07/23	116535
96617		573	KENNETH COLE Safety Boots ** PAYMENT TOTAL **	05387 1	25.00 25.00	0.00 0.00	25.00 25.00	06/07/23	116535
96618		637	ALL RITE PAVING & REDI MIX INC Parks and Rec Parks and Rec ** PAYMENT TOTAL **	LM5201 LM5211 2	1,038.00 1,020.00 2,058.00	0.00 0.00 0.00	1,038.00 1,020.00 2,058.00	06/07/23	116535
96619		658	ACE TIRE SERVICE LLC PWKS- TIRES/REPAIR ** PAYMENT TOTAL **	1-132375 1	550.15 550.15	0.00 0.00	550.15 550.15	06/07/23	116535
96620		703	THE LL JOHNSON DISTRIBUTING CO SPRINKLER PARTS MISC SUPPLIES ** PAYMENT TOTAL **	8126251-00 8128931-00 2	540.78 155.84 696.62	0.00 0.00 0.00	540.78 155.84 696.62	06/07/23	116535
96621		733	GONZALES'S UNLIMITED POLICE- HAIL DAMAGE REPAIRS POLICE- HAIL DAMAGE REPAIRS POLICE- HAIL DAMAGE REPAIRS POLICE- HAIL DAMAGE REPAIRS POLICE- HAIL DAMAGE REPAIRS ** PAYMENT TOTAL **	1985 1986 1987 1988 1989 5	2,483.99 500.00 632.00 651.30 2,516.75 6,784.04	0.00 0.00 0.00 0.00 0.00 0.00	2,483.99 500.00 632.00 651.30 2,516.75 6,784.04	06/07/23	116535
96622		768	SIRCHIE ACQUISITION COMPANY LLC PD INVESTIGATION SUPPLIES ** PAYMENT TOTAL **	0592751-IN 1	600.95 600.95	0.00 0.00	600.95 600.95	06/07/23	116535
96623		810	AIR CARE INC AIRPORT- WEED KILLER/MAD PKG ** PAYMENT TOTAL **	CS-201199 1	182.13 182.13	0.00 0.00	182.13 182.13	06/07/23	116535
96624		851	GERALD C BROOKS Bldg Dept ** PAYMENT TOTAL **	042823-C 1	50.00 50.00	0.00 0.00	50.00 50.00	06/07/23	116535
96625		860	ROBERT EVANS						

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96626		891	Mileage/meals to CML -RE ** PAYMENT TOTAL **	CML2023-3 1	404.76 404.76	0.00 0.00	404.76 404.76	06/07/23	116535
96627		895	MANUEL TAMEZ Mileage/meals to CML- MT ** PAYMENT TOTAL **	2023CML 1	404.76 404.76	0.00 0.00	404.76 404.76	06/07/23	116535
96628		896	O'REILLY AUTOMOTIVE STORES INC EQ MAINT- MICRBR PADS/WAX/MATS PD INVESTIGATION SUPPLIES PWKS- MCASE FUSE EQ MAINT - WATER PUMP ** PAYMENT TOTAL **	2906-202382 2906-203226 2906-203997 2906-204167 4	111.46 29.98 21.16 195.17 357.77	0.00 0.00 0.00 0.00 0.00	111.46 29.98 21.16 195.17 357.77	06/07/23	116535
96629		919	MIKE BELLOMY Mileage/meals to CML -MB ** PAYMENT TOTAL **	CML2023-1 1	404.76 404.76	0.00 0.00	404.76 404.76	06/07/23	116535
96630		940	ALMA ROSA TREJO PD MENDING /UNIFORMS PD MENDING /UNIFORMS ** PAYMENT TOTAL **	022211 022212 2	24.00 24.00 48.00	0.00 0.00 0.00	24.00 24.00 48.00	06/07/23	116535
96631		951	MY WHOLESALE PRODUCTS paper goods for complex MISC SUPPLIES ** PAYMENT TOTAL **	357817 357870 2	25.00 136.00 161.00	0.00 0.00 0.00	25.00 136.00 161.00	06/07/23	116535
96632		962	PROWERS ECONOMIC PROSPERITY 2023 MEMBERSHIP DUES ** PAYMENT TOTAL **	43127-1 1	12,500.00 12,500.00	0.00 0.00	12,500.00 12,500.00	06/07/23	116535
96633		966	HERNANDEZ MASONRY LLC REPAIRS TO MERCHANTS ** PAYMENT TOTAL **	4-27-23 1	1,200.00 1,200.00	0.00 0.00	1,200.00 1,200.00	06/07/23	116535
96634		991	MARTIN REGIS Safety Boots ** PAYMENT TOTAL **	2322565 1	66.48 66.48	0.00 0.00	66.48 66.48	06/07/23	116535
96635		1018	WASH SPOTT CAR WASH EQ MAINT- ROB E. TRUCK SHINE ** PAYMENT TOTAL **	30063 1	40.00 40.00	0.00 0.00	40.00 40.00	06/07/23	116535
96636		1038	RAYNOR OVERHEAD DOOR OF LAMAR INC Water-Project WA and surcharge EQMAINT- BAY DOOR REPAIR ** PAYMENT TOTAL **	163 167 2	8,000.00 1,130.50 9,130.50	0.00 0.00 0.00	8,000.00 1,130.50 9,130.50	06/07/23	116535
			ELECTRA PRO PD INTALL LIGHTING @ PARKS	591396	13,340.00	0.00	13,340.00		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
96637		1049	GRAINGER INC	9704761288	181.40	0.00	181.40	116535
			MISC SUPPLIES					
			** PAYMENT TOTAL **	1	13,340.00	0.00	13,340.00	06/07/23
96638		1054	INGRAM BOOK COMPANY		181.40	0.00	181.40	116535
			books	75626462	10.68	0.00	10.68	
			books	75626463	188.40	0.00	188.40	
			books	75649261	18.94	0.00	18.94	
			books	75719359	8.61	0.00	8.61	
			books	75719360	29.24	0.00	29.24	
			books	75738357	287.62	0.00	287.62	
			books	75761914	56.31	0.00	56.31	
			books	75801154	123.34	0.00	123.34	
			books	75801155	24.87	0.00	24.87	
			books	75874183	16.79	0.00	16.79	
			books	75874184	15.93	0.00	15.93	
			books	75874185	101.97	0.00	101.97	
			books	75980575	39.28	0.00	39.28	
			books	75980577	99.82	0.00	99.82	
			books	76024176	203.04	0.00	203.04	
			books	76040166	20.03	0.00	20.03	
			books	76088794	17.02	0.00	17.02	
			books	76088795	135.04	0.00	135.04	
			books	76112749	10.99	0.00	10.99	
			books	76112750	12.79	0.00	12.79	
			books	76112751	32.27	0.00	32.27	
			books	E9W903EH	11.82	0.00	11.82	
			books	NSM7JSEH	25.29	0.00	25.29	
			** PAYMENT TOTAL **	23	1,490.09	0.00	1,490.09	06/07/23
96639		1073	MIKE DUFFY		92.00	0.00	92.00	116535
			Meals to CML - Mike Duffy	431843				
			** PAYMENT TOTAL **	1	92.00	0.00	92.00	06/07/23
96640		1074	B.J'S BURGER AND BEVERAGE		50.00	0.00	50.00	116535
			program prizes	2023READINGPROG				
			** PAYMENT TOTAL **	1	50.00	0.00	50.00	06/07/23
96641		1077	LA MISSION VILLANUEVA		50.00	0.00	50.00	116535
			Program prizes	2023READINGPROG				
			** PAYMENT TOTAL **	1	50.00	0.00	50.00	06/07/23
96642		1079	JONATHAN ADAME		68.79	0.00	68.79	116535
			Safety boots	261124				

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
96643		1082	** PAYMENT TOTAL ** NICEL STIEB Safety Boots	1	68.79	0.00	68.79 06/07/23	116535
96644		1083	** PAYMENT TOTAL ** ROSARIO ALTERATIONS PD MENDING UNIFORMS PD MENDING UNIFORMS ** PAYMENT TOTAL **	1	53.45	0.00	53.45 06/07/23	116535
96645		1127	DELL MARKETING LP FRONT DESK COMPUTERS ** PAYMENT TOTAL **	1	1,920.66	0.00	1,920.66 06/07/23	116535
96646		1154	ANNE-MARIE CRAMPTON Mileage/meals to CML -AMC ** PAYMENT TOTAL **	1	368.76	0.00	368.76 06/07/23	116535
96647		1211	SWIRE COCA-COLA USA SODA ** PAYMENT TOTAL **	1	455.35	0.00	455.35 06/07/23	116535
96648		1273	HENRY SCHEIN INC Amb Op - Med supplies Amb Op - Narcan ** PAYMENT TOTAL **	2	1,602.90	0.00	1,602.90 06/07/23	116535
96649		1306	HOME STORE LLC PAINT SUPPLIES PD SUPPLIES/SHELTER paint for complex ** PAYMENT TOTAL **	3	136.79	0.00	136.79 06/07/23	116535
96650		1333	CHRIS URIAS Safety boots ** PAYMENT TOTAL **	1	100.00	0.00	100.00 06/07/23	116535
96651		1337	FRITO LAY CHIPS ** PAYMENT TOTAL **	1	939.60	0.00	939.60 06/07/23	116535
96652		1954	USA BLUE BOOK Water-Sample Materials ** PAYMENT TOTAL **	1	48.55	0.00	48.55 06/07/23	116535
96653		2034	SAM'S CLUB POOL CANDY ** PAYMENT TOTAL **	1	1,681.48	0.00	1,681.48 06/07/23	116535
96654		2130	INSIGHT PUBLIC SECTOR INC Microsoft, Adobe Acrobat licen	1	613.27	0.00	613.27	

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96655		2235	** PAYMENT TOTAL ** KIMBALL MIDWEST EQ MAINT- COUPLER/GLOVES/PLUG ** PAYMENT TOTAL **	1 431657	613.27	0.00	613.27	06/07/23	116535
96656		2252	ATMOS ENERGY MAY 2023 BILLING-WILLOW PK RD MAY 2023 BILLING-AIRPORT MAY 2023 BILLING-AIRPORT MAY 2023 BILLING-AIRPORT MAY 2023 BILLING-PD #3 LEE MAY 2023 BILLING-DOG POUND/CEM MAY 2023 BILLING-AIRPORT MAY 2023 BILLING-AIRPORT MAY 2023 BILLING-DOG SEWER LIF MAY 2023 BILLING-E911 COM CENT MAY 2023 BILLING-COM BLDG MAY 2023 BILLING-POOL MAY 2023 BILLING-PD #7 LEE MAY 2023 BILLING-MERCH SHOP ** PAYMENT TOTAL **	14	2,103.15	0.00	2,103.15	06/07/23	116535
96657		2293	CHOICE SCREENING Background Screening ** PAYMENT TOTAL **	1 133596	17.50	0.00	17.50	06/07/23	116535
96658		2450	WEX BANK EQ MAINT- FUEL PURCHASES ** PAYMENT TOTAL **	1 89686550-1	11,107.92	0.00	11,107.92	06/07/23	116535
96659		2500	CAPITAL ONE STORE ROOM-COPY PAPER Summer Reading Summer Reading Summer Reading SUPPLIES Summer Reading SANITATION- ORANIZER Amb Op - Office Supplies AIRPORT- TWINKIE/STAPLER/WIPES Summer Reading water/ww-CloEngineersMtgFood Amb Op - Office Supplies Water/WW -Well Materials	1 00198-1 00639-1 00786 01156 01166 02899 03164 03464 03584 03752 05535 05666-1 07258	11,107.92	0.00	11,107.92	06/07/23	116535

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			Amb Op - Office Supplies	07265	34.57	0.00	34.57		
			STREET- BATTERIES/DUSTPAN	07589	12.94	0.00	12.94		
			SUPPLIES	08647	60.56	0.00	60.56		
			** PAYMENT TOTAL **	16	1,585.49	0.00	1,585.49	06/07/23	116535
96660		2639	BLAZER ELECTRIC SUPPLY CO BREAKER	500242693.01	10.57	0.00	10.57		
			** PAYMENT TOTAL **	1	10.57	0.00	10.57	06/07/23	116535
96661		2658	WEAR PARTS & EQUIPMENT CO INC EQ MAINT- BROOM	438281	652.86	0.00	652.86		
			** PAYMENT TOTAL **	1	652.86	0.00	652.86	06/07/23	116535
96662		2660	PRODUCTIVITY PLUS ACCOUNT EQ MAINT- ROOF UNIT 63-0017 EQ MAINT- DOOR UNIT 40-0040	18-184344 18-184528	1,285.00 391.40	0.00 0.00	1,285.00 391.40		
			** PAYMENT TOTAL **	2	1,676.40	0.00	1,676.40	06/07/23	116535
96663		2665	S E COLO WATER ACTIVITY ENT Water-Project WA and surcharge Water-Project WA and surcharge	C023-18 PMW23-17	8,389.77 19,802.79	0.00 0.00	8,389.77 19,802.79		
			** PAYMENT TOTAL **	2	28,192.56	0.00	28,192.56	06/07/23	116535
96664		2669	BIG R PROPERTIES LLC STREET- PRIME OIL LANDFILL- 2.5GL VGTN CNTRL STREET- HKS 4 GALLON SPRAYER PWKS- BUSHING REDUCER/HOSE/RAT PWKS- BUSHING REDUCER/HOSE/RAT PWKS- BUSHING REDUCER/HOSE/RAT MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES AIRPORT- BATTERY/HOSE MEDERS AIRPORT- BATTERY/HOSE MEDERS MISC SUPPLIES Water/WW-Service Material Water/WW-Service Material Fire Op - gas Can ** PAYMENT TOTAL **	103035 138719 138722 138726 138729 138730 138732 138734 138757 138764 138767 138788 138791 138812 2337980	99.99 269.98 79.99 149.99 40.54 17.99 57.98 5.00 25.98 274.41 417.98 115.99 966.99 73.96 49.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	99.99 269.98 79.99 149.99 40.54 17.99 57.98 5.00 25.98 274.41 417.98 115.99 966.99 73.96 49.98		
			** PAYMENT TOTAL **	15	2,646.75	0.00	2,646.75	06/07/23	116535
96665		2701	DUNN WITH STITCHES PD EMBROIDERY ** PAYMENT TOTAL **	517764	23.00 23.00	0.00 0.00	23.00 23.00		
			** PAYMENT TOTAL **	1	23.00	0.00	23.00	06/07/23	116535
96666		2727	HOME DEPOT PRO paper goods for different buis	743091407	26.50	0.00	26.50		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96667		2727	paper goods for different buis exit sign , wash parts for CRC POOL SUPPLIES covebase for complex ** PAYMENT TOTAL **	743623050 744813114 746586197 747256295	59.51 77.92 283.41 155.97 603.31	0.00 0.00 0.00 0.00 0.00	59.51 77.92 283.41 155.97 603.31	06/07/23	116535
96668		2727	HOME DEPOT PRO paper goods for complex and pw ** PAYMENT TOTAL **	745928176	540.15 540.15	0.00 0.00	540.15 540.15	06/07/23	116535
96669		2748	HOME DEPOT PRO exit sign , wash parts for CRC ** PAYMENT TOTAL **	745006791	103.83 103.83	0.00 0.00	103.83 103.83	06/07/23	116535
96670		2762	PRAIRIE GLASS COMPANY INC tint for windows at rec builin ** PAYMENT TOTAL **	21359	685.33 685.33	0.00 0.00	685.33 685.33	06/07/23	116535
96671		2772	JVA INC 1020E ON CALL SERVICES 1020.6E WA/WW MASTER PLAN ** PAYMENT TOTAL **	108563 108569	1,317.60 3,006.89 4,324.49	0.00 0.00 0.00	1,317.60 3,006.89 4,324.49	06/07/23	116535
96672		2773	CANON FINANCIAL SERVICES INC CONTRACT FEE 2023 COPIER AGREEMENT-COMPLEX Amb Op - Copier Rental HICKORY SHOP- COPIER CONTRACT W/C Copier-May copier costs	30521027 30521028 30521030 30521031 30521032 30521033 30521034 30521035 30521036 30521037	150.82 176.47 150.82 37.46 44.90 150.82 172.98 214.41 214.41 48.78 1,361.87	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	150.82 176.47 150.82 37.46 44.90 150.82 172.98 214.41 214.41 48.78 1,361.87	06/07/23	116535
96673		2812	COPIER LEASE ** PAYMENT TOTAL ** BETH EPLEY sfp performer ** PAYMENT TOTAL **	60623LPL	175.00 175.00	0.00 0.00	175.00 175.00	06/07/23	116535
96674		2821	COLO DEPT OF PUBLIC HEALTH LANDFILL- ANNUAL EMISSION FEE LANDFILL- 1ST QUARTER SOLID WA LANDFILL- CLOSURE/POST CARE ** PAYMENT TOTAL ** CHARTER COMMUNICATIONS 2023 TV SERVICE AT COM BLDG	FDS201078308 FEJ2320316731 FES2033261 0021665052623	426.84 2,602.56 250.00 3,279.40 35.27	0.00 0.00 0.00 0.00 0.00	426.84 2,602.56 250.00 3,279.40 35.27	06/07/23	116535

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96675		2824	COBITCO INC STREET-TACK OIL -EMULSIFIED AS	1	10,304.80	0.00	10,304.80	06/07/23	116535
			** PAYMENT TOTAL **		35.27	0.00	35.27		
96676		2828	VERIZON WIRELESS LLC MAY 2023 BILLING	1	10,304.80	0.00	10,304.80	06/07/23	116535
			** PAYMENT TOTAL **		40.09	0.00	40.09		
96677		2900	AT&T MOBILITY LLC MAY 2023 BILLING	1	1,124.55	0.00	1,124.55	06/07/23	116535
			MAY 2023 BILLING		1,259.77	0.00	1,259.77		
			MAY 2023 BILLING		1,259.77	0.00	1,259.77		
			MAY 2023 BILLING		1,259.77	0.00	1,259.77		
			MAY 2023 BILLING		1,259.77	0.00	1,259.77		
			MAY 2023 BILLING		796.14	0.00	796.14		
			MAY 2023 BILLING		247.77	0.00	247.77		
			MAY 2023 BILLING		247.77	0.00	247.77		
			MAY 2023 BILLING		280.28	0.00	280.28		
			MAY 2023 BILLING		3,708.51	0.00	3,708.51		
			** PAYMENT TOTAL **	9					
96678		2917	COLORADO ANALYTICAL LAB INC WASTEWATER-WeeklySewerSamples		68.00	0.00	68.00		
			WASTEWATER-WeeklySewerSamples		68.00	0.00	68.00		
			WATER/WW-Sewer Samples		68.00	0.00	68.00		
			Water/WW-Sewer Sample		68.00	0.00	68.00		
			Water/WW-Sewer Sample		68.00	0.00	68.00		
			** PAYMENT TOTAL **	6	408.00	0.00	408.00	06/07/23	116535
96679		2993	TRANSWEST TRUCK TRAILER RV EQMAINT- SHOE KIT /PDC DRUM	1	916.59	0.00	916.59	06/07/23	116535
			** PAYMENT TOTAL **		916.59	0.00	916.59		
96680		3034	CITYSERVICEALCON LLC AIRPORT-AVIATION GASOLINE		34,961.33	0.00	34,961.33		
			AIRPORT- PHILLIPS TRML MAINT F		16.00	0.00	16.00		
			** PAYMENT TOTAL **	2	34,977.33	0.00	34,977.33	06/07/23	116535
96681		3103	COVA PD REGISTRATION	1	475.00	0.00	475.00	06/07/23	116535
			** PAYMENT TOTAL **		475.00	0.00	475.00		
96682		3127	IRE ENTERPRISES LLC Airport Fuel Truck		795.49	0.00	795.49		
			AIRPT-LEASE 2002 FUEL TRUCK		795.49	0.00	795.49		
			CREDIT-DUPLICATION		795.49-	0.00	795.49-		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96683		3132	MUNICIPAL EMERGENCY SERVICES Fire Ops - Polo shirts Fire Op - Hydro Test ** PAYMENT TOTAL **	3	795.49	0.00	795.49	06/07/23	116535
96684		3144	COLORADO LIBRARY CONSORTIUM Databases ** PAYMENT TOTAL **	1	2,110.72	0.00	2,110.72	06/07/23	116535
96685		3224	HIGH PLAINS COMMUNITY HEALTH Pre-employment Physical Pre-employment Physical Pre-employment Physical ** PAYMENT TOTAL **	3	246.00	0.00	246.00	06/07/23	116535
96686		3229	BRANNAN AGGREGATES WATER/WW- WashedSand ** PAYMENT TOTAL **	1	486.57	0.00	486.57	06/07/23	116535
96687		3278	ROCKY MOUNTAIN AIR SOLUTIONS POOL CHEMICAL POOL CHEMICAL ** PAYMENT TOTAL **	2	3,889.70	0.00	3,889.70	06/07/23	116535
96688		3302	WINSUPPLY COMMERCIAL CHARGE Water/WW-Service Materials Water/WW-Service Materials ** PAYMENT TOTAL **	2	3,143.34	0.00	3,143.34	06/07/23	116535
96689		3305	CENTURYLINK 2023 E911 - CIVIL DEFENSE 2023 E911 - CIVIL DEFENSE MAY 2023 BILLING-PD RINGDOWN 2023 PROWERS COM BILLING MAY 2023 BILLING-PD RINGDOWN MAY 2023 BILLING -THE PIT STOP W/C Phone Service MAY 2023 BILLING MAY 2023 BILLING MAY 2023 BILLING MAY 2023 BILLING MAY 2023 BILLING ** PAYMENT TOTAL **	11	3,609.54	0.00	3,609.54	06/07/23	116535
96690		3328	RUBY'S AUTO BODY INC EQ MAINT- 43-0021 RHINO LINING ** PAYMENT TOTAL **	1	685.80	0.00	685.80	06/07/23	116535

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
96691		3355	AMAZON CAPITAL SERVICES INC						
			srp supplies	13QF-NQ11-63G6	106.43	0.00	106.43		
			label tape	16NJ-PM6Q-C6XQ	17.99	0.00	17.99		
			srp supplies	197W-T7VG-6K3W	92.56	0.00	92.56		
			PD COMMUNITY EVENT	1CRY-6XTL-714H	41.51	0.00	41.51		
			DESK TRAY	1CWK-RXX4-1FF3	6.87	0.00	6.87		
			Water/WW - Computer Keyboard	1CXP-X7JX-LQN9	18.48	0.00	18.48		
			PD COMMUNITY EVENT	1DJN-VVTJ-WLCM	29.96	0.00	29.96		
			Wellness Incentives	1FPY-1RY7-CFNF	130.34	0.00	130.34		
			pliers and cords	1HWR-XX9P-6M9X	35.99	0.00	35.99		
			srp supplies	1M7Q-P6CY-LF9L	424.45	0.00	424.45		
			PHONE CASE	1M9F-WHM3-JKD9	21.99	0.00	21.99		
			Office Supplies	1MY-133J-D96C	89.43	0.00	89.43		
			SRP supplies	1NKP-TP1Q-J19F	257.36	0.00	257.36		
			PD COMMUNITY EVENT	1PCD-999P-9YFT	11.89	0.00	11.89		
			antennia for CRC	1RWP-KC9H-1LY7	56.00	0.00	56.00		
			office supplies	1T4N-QDM3-7NRX	40.99	0.00	40.99		
			Wellness Incentives	1TFQ-YCD4-1RWH	17.66	0.00	17.66		
			srp supplies	1VJT-XFNH-9L97	15.95	0.00	15.95		
			Computer monitors, stand	1WJW-CMLK-FCMK	262.97	0.00	262.97		
			BATTERY	1WX7-7LMJ-1377	105.90	0.00	105.90		
			Bldg Dept	1WXW-DMYF-CJPM	38.66	0.00	38.66		
			WARD I B. BATES NAME PLATE DIAS	1YRP-DR9Q-1FMV	37.09	0.00	37.09		
			** PAYMENT TOTAL **		1,860.47	0.00	1,860.47	06/07/23	116535
96692		3392	PARKER MECHANICAL	57742	290.82	0.00	290.82		
			HIGH PRESSURE SWITCH		290.82	0.00	290.82	06/07/23	116535
			** PAYMENT TOTAL **						
96693		3397	HELTON & WILLIAMSEN PC INC						
			Water/WW- Engineers	2937	1,827.02	0.00	1,827.02		
			Water/WW- Engineers	2938	12,730.00	0.00	12,730.00		
			** PAYMENT TOTAL **		14,557.02	0.00	14,557.02	06/07/23	116535
96694		3411	THE GALANTE ARCHITECTURE STUDIO INC						
			Bldg Dept	2215	5,998.98	0.00	5,998.98		
			** PAYMENT TOTAL **		5,998.98	0.00	5,998.98	06/07/23	116535
96695		3445	JAMES C CISNEROS						
			INDEPENDANT	1	15,000.00	0.00	15,000.00		
			** PAYMENT TOTAL **		15,000.00	0.00	15,000.00	06/07/23	116535
96696		3449	STOPSTICK LTD						
			PD 9' STOP STICK		2,990.00	0.00	2,990.00		
			** PAYMENT TOTAL **		2,990.00	0.00	2,990.00	06/07/23	116535

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
96697		3450	DETECTACHEM INC PD INVESTIGATIONS SUPPLIES ** PAYMENT TOTAL **	INVI1130 1	118.20 118.20	0.00 0.00	118.20 118.20	06/07/23	116535
96698		3481	MACDONALD EQUIPMENT CO EQ MAINT- PULL ROD 40-0033 ** PAYMENT TOTAL **	C63356 1	317.72 317.72	0.00 0.00	317.72 317.72	06/07/23	116535
96699		3723	DIRECTV LLC 2023 DIRECTV SERVICES FOR AIRP ** PAYMENT TOTAL **	305101100X23514 1	89.44 89.44	0.00 0.00	89.44 89.44	06/07/23	116535
96700		3748	TIMBER LINE ELECTRIC& CONTROL WATER- Well Supplies ** PAYMENT TOTAL **	7864 1	425.00 425.00	0.00 0.00	425.00 425.00	06/07/23	116535
96701		3784	ALDO J TARTAGLINI PH.D PD PRE EMPLOYMENT SCREENING ** PAYMENT TOTAL **	431711 1	190.00 190.00	0.00 0.00	190.00 190.00	06/07/23	116535
96702		3796	BIG VALLEY SOD FARMS INC SOD FOR CEMETERY ** PAYMENT TOTAL **	2023-11 1	397.32 397.32	0.00 0.00	397.32 397.32	06/07/23	116535
96703		3832	ALBERTS WATER & WASTEWATER SPECIALISTS I Water/WW- Monthly ORC Contract ** PAYMENT TOTAL **	052023-493 1	2,224.25 2,224.25	0.00 0.00	2,224.25 2,224.25	06/07/23	116535
96704		3851	HYDRO RESOURCES-ROCKY MT INC Water/WW-Well#17 Maintenanc ** PAYMENT TOTAL **	894690 1	7,899.51 7,899.51	0.00 0.00	7,899.51 7,899.51	06/07/23	116535
96705		3900	COMMERCE BANK BANK CARDS-POOL EMPLOYEES ** PAYMENT TOTAL **	DC0523-18 1	11.90 11.90	0.00 0.00	11.90 11.90	06/07/23	116535
96706		3904	HASTY AWARDS INC SPRING SOCCER TROPHIES ** PAYMENT TOTAL **	05231307 1	265.66 265.66	0.00 0.00	265.66 265.66	06/07/23	116535
96707		3918	CINTAS CORP LOC #562 MAY 2023 COMPLEX MOPS, TOWELS, W MAY 2023 UNIFORMS SANITATION MAY 2023 STREETS-MATS, TOWELS MAY 2023 UNIFORMS BLDG MAINT MAY 2023 UNIFORMS STREETS MAY 2023 COM BLDG MOPS, TOWELS MAY 2023 ENGINEER MATS MAY 2023 UNIFORMS ENGINEER MAY 2023 UNIFORMS WATER	4154166204 4154166281 4154166317 4154166432 4154166454 4154166484 4154166491 4154166524 4154166531	156.86 194.27 51.97 57.66 177.20 248.33 14.06 16.45 123.27	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	156.86 194.27 51.97 57.66 177.20 248.33 14.06 16.45 123.27		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Batch Number
			MAY 2023 EQ MAINT TOWELS,MATS,	4154166573	112.29	0.00	112.29	
			MAY 2023 UNIFORMS EQUIP MAINT	4154166588	43.82	0.00	43.82	
			MAY 2023 UNIFORMS PKS, CEM, BM	4154166599	247.07	0.00	247.07	
			MAY 2023 COMPLEX MOPS,TOWELS,W	4154862215	156.86	0.00	156.86	
			MAY 2023 UNIFORMS SANITATION	4154862311	114.60	0.00	114.60	
			MAY 2023 STREETS-MATS, TOWELS	4154862347	63.76	0.00	63.76	
			MAY 2023 ENGINEER MATS	4154862400	14.06	0.00	14.06	
			MAY 2023 COM BLDG MOPS, TOWELS	4154862459	248.33	0.00	248.33	
			MAY 2023 UNIFORMS BLDG MAINT	4154862461	132.90	0.00	132.90	
			MAY 2023 UNIFORMS STREETS	4154862473	139.82	0.00	139.82	
			MAY 2023 EQ MAINT TOWELS,MATS,	4154862575	57.62	0.00	57.62	
			MAY 2023 UNIFORMS ENGINEER	4154862594	16.45	0.00	16.45	
			MAY 2023 UNIFORMS PKS, CEM, BM	4154862613	169.52	0.00	169.52	
			MAY 2023 UNIFORMS EQUIP MAINT	4154862639	43.82	0.00	43.82	
			MAY 2023 UNIFORMS WATER	4154862674	123.27	0.00	123.27	
			MAY 2023 COMPLEX MOPS,TOWELS,W	4155569940	156.86	0.00	156.86	
			MAY 2023 STREETS-MATS, TOWELS	4155569741	51.97	0.00	51.97	
			MAY 2023 UNIFORMS SANITATION	4155569778	100.30	0.00	100.30	
			MAY 2023 UNIFORMS STREETS	4155569926	139.82	0.00	139.82	
			MAY 2023 UNIFORMS ENGINEER	4155569988	16.45	0.00	16.45	
			MAY 2023 UNIFORMS BLDG MAINT	4155569995	71.30	0.00	71.30	
			MAY 2023 ENGINEER MATS	4155569996	14.06	0.00	14.06	
			MAY 2023 COM BLDG MOPS, TOWELS	4155570015	248.33	0.00	248.33	
			MAY 2023 EQ MAINT TOWELS,MATS,	4155570029	70.72	0.00	70.72	
			MAY 2023 UNIFORMS EQUIP MAINT	4155570061	43.82	0.00	43.82	
			MAY 2023 UNIFORMS PKS, CEM, BM	4155570126	167.79	0.00	167.79	
			MAY 2023 UNIFORMS WATER	4155570141	123.27	0.00	123.27	
			MAY 2023 COMPLEX MOPS,TOWELS,W	4156270943	156.86	0.00	156.86	
			MAY 2023 STREETS-MATS, TOWELS	4156271113	63.76	0.00	63.76	
			MAY 2023 COM BLDG MOPS, TOWELS	4156271199	248.33	0.00	248.33	
			MAY 2023 UNIFORMS SANITATION	4156271206	136.91	0.00	136.91	
			MAY 2023 UNIFORMS STREETS	4156271214	139.82	0.00	139.82	
			MAY 2023 UNIFORMS BLDG MAINT	4156271230	71.30	0.00	71.30	
			MAY 2023 EQ MAINT TOWELS,MATS,	4156271258	57.62	0.00	57.62	
			MAY 2023 UNIFORMS WATER	4156271290	123.27	0.00	123.27	
			MAY 2023 UNIFORMS PKS, CEM, BM	4156271293	156.51	0.00	156.51	
			MAY 2023 UNIFORMS EQUIP MAINT	4156271346	43.82	0.00	43.82	
			MAY 2023 UNIFORMS ENGINEER	4156271362	16.45	0.00	16.45	
			MAY 2023 ENGINEER MATS	415627154	14.06	0.00	14.06	
			MAY 2023 COMPLEX MOPS,TOWELS,W	4156967131	156.86	0.00	156.86	

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			MAY 2023 UNIFORMS STREETS	4156967310	139.82	0.00	139.82		
			MAY 2023 COM BLDG MOPS, TOWELS	4156967311	248.33	0.00	248.33		
			MAY 2023 UNIFORMS PKS, CEM, BM	4156967340	192.06	0.00	192.06		
			MAY 2023 STREETS-MATS, TOWELS	4156967349	51.97	0.00	51.97		
			MAY 2023 UNIFORMS SANITATION	4156967398	113.81	0.00	113.81		
			MAY 2023 ENGINEER MATS	4156967473	14.06	0.00	14.06		
			MAY 2023 UNIFORMS BLDG MAINT	4156967482	71.30	0.00	71.30		
			MAY 2023 UNIFORMS ENGINEER	4156967496	16.45	0.00	16.45		
			MAY 2023 UNIFORMS WATER	4156967497	123.27	0.00	123.27		
			MAY 2023 EQ MAINT TOWELS,MATS,	4156967503	112.29	0.00	112.29		
			MAY 2023 UNIFORMS EQUIP MAINT	4156967505	43.82	0.00	43.82		
			** PAYMENT TOTAL **	60	6,441.70	0.00	6,441.70	06/07/23	116535
96708		3926	CORE & MAIN LP						
			Water/WW-ServiceCopperMaterial	S905458	2,025.00	0.00	2,025.00		
			** PAYMENT TOTAL **	1	2,025.00	0.00	2,025.00	06/07/23	116535
96709		3945	AYRES ASSOCIATES INC						
			EPA BROWNFIELD GRANT #207758	207758	8,002.09	0.00	8,002.09		
			** PAYMENT TOTAL **	1	8,002.09	0.00	8,002.09	06/07/23	116535
96710		3997	FIRST BANK CARD						
			Wastewater-UPS SewerSamples	000065VV79203	31.64	0.00	31.64		
			NOTARY	20234018682	10.00	0.00	10.00		
			CML Conf & Lodging MB-MT	431003	345.00	0.00	345.00		
			CML Conf & Lodging MB-MT	431003-1	500.00	0.00	500.00		
			CML Registration - M Duffy	431009	475.00	0.00	475.00		
			Office Depot Supplies	43125	299.07	0.00	299.07		
			EQMAINT- RETURN PARTS-UPS	431256	52.80	0.00	52.80		
			PD ANNUAL MEMBERSHIP	431367	300.00	0.00	300.00		
			Water/WW- UPS Shipping	431410	78.01	0.00	78.01		
			Water/Wastewater-UPS Shipping	431422	73.86	0.00	73.86		
			DOMAIN RENEWAL-TECH	431457	110.85	0.00	110.85		
			SOFTWARE RENEWAL	431463	1,090.00	0.00	1,090.00		
			WATER- OFFICE SUPPLY - CLIPBOA	431640	23.03	0.00	23.03		
			EQ MAINT- OFFICE SUPPLY	431641	47.86	0.00	47.86		
			srp prizes-library	431672	525.56	0.00	525.56		
			PD ACO SUPPLIES	431689	122.42	0.00	122.42		
			AIRPORT-SUBSCRIPTION RENEWAL	431716	499.00	0.00	499.00		
			EQ MAINT- UPS ADJUSTMENT CHARG	431837	42.64	0.00	42.64		
			Council Candy for Parade	431848	57.72	0.00	57.72		
			PD CAR ADAPTER WIRING	431895	35.28	0.00	35.28		
			Water/WW- Recertification App	432028	220.00	0.00	220.00		

City of Lamar
Payment Register Print

Batch: 0 Period: 06/07/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
			WATER?WW- UPS	432038	18.00	0.00	18.00	
			Water/WW-UPS	43928	45.28	0.00	45.28	
			CML Conference AMC	43993	295.00	0.00	295.00	
			** PAYMENT TOTAL **	24	5,298.02	0.00	5,298.02	116535
96711		4213	ULINE					
			TRASH CANS	163844689	223.16	0.00	223.16	
			** PAYMENT TOTAL **	1	223.16	0.00	223.16	116535
96712		4299	MOBILE RECORD SHREDDERS LLC					
			Amb Op - Shredding	122644	28.00	0.00	28.00	
			** PAYMENT TOTAL **	1	28.00	0.00	28.00	116535
96713		4398	SECOM					
			JUNE 2023 BILLING	1155-6-2023	883.72	0.00	778.56	
			JUNE 2023 BILLING	1155-6-2023	883.72	0.00	105.16	
			E911-2023 INTERNET BILLING	1179-6-2023	180.16	0.00	180.16	
			** PAYMENT TOTAL **	3	1,063.88	0.00	1,063.88	116535
96714		4456	WAXIE SANITARY SUPPLY INC					
			strainer for machine at REC	81652113	96.69	0.00	96.69	
			strainer for machine at REC	81667963	36.03	0.00	36.03	
			handsoap for complex	81749522	140.82	0.00	140.82	
			** PAYMENT TOTAL **	3	273.54	0.00	273.54	116535

BANK TOTALS : PAYMENTS: 146 VOIDS: 0

738,284.60

CITY OF LAMAR POLICE DEPARTMENT

Retail Liquor or Fermented Malt Beverage License Application

1. Name and address of Applicant} Palace Tavern, Ltd
 } 346 Cedar St.
 } Wray, CO 80758

2. Trade Name and Address} Tavern 1301
 } 1301 N. Main
 } Lamar, CO 81052

3. Date of Application} 05/18/2023

4. Type of Application} Renewal Hotel & Restaurant Liquor License-city

5. Documents Accompanying Application
 - A. Local and State License Fees } Submitted with application
 - B. Evidence of Correct Zoning } C-3
 - C. Building Plans and or Sketch of Interior } n/a
 - D. Distance from a School as per Statute } n/a
 - E. Deed or Lease or Assignment of Lease or Ownership} Ownership

6. Evidence of Public Notice
 - A. Posting of Premises} N/A
 - B. Legal Publication } N/A

7. Investigation: Police Department Case #} L2302390
 - A. Elmer Carpenter, CEO of the establishment, has made legal application of their Hotel and Restaurant Liquor License.
 - B. Applicant has legal possession of the premises.
 - C. Jenna Zimbelman is the current operating manager.

8. Findings of fact:
 - A. The application is legal and meets the requirements of the Colorado Liquor Code.
 - B. The required fees and documentation have been submitted to the City Clerk.
 - C. I recommend that the application for renewal of their Hotel & Restaurant Liquor License be approved.

Raymundo Macias Jr. 679
Sgt. Raymundo Macias Jr.

06-07-23
Date

Submit to Local Licensing Authority



Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below


Return to city or county licensing authority by due date

Licensee Name PALACE TAVERN LTD		Doing Business As Name (DBA) TAVERN 1301	
Liquor License # 03-14970	License Type HOTEL & RESTAURANT		
Sales Tax License Number 94626837	Expiration Date 6/21/2023	Due Date 5/7/2023	
Business Address 1301 N MAIN ST LAMAR, CO 81052			Phone Number 7193367753
Mailing Address 346 CEDAR STREET WRAY, CO 80758		Email edge.carpenter@gmail.com	
Operating Manager JENNA ZIMBELMAN	Date of Birth 4/12/1985	Home Address 482 9TH ST BURLINGTON, CO 80807	Phone Number 719-342-1020
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>06/01/2041</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input checked="" type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Elmer J Carpenter (EJ)</i>	Title <i>Owner</i>
Signature 	Date <i>5/11/2022</i>

Report & Approval of City or County Licensing Authority
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input type="checkbox"/> Initial Application			<input type="checkbox"/> Renewal		
Corporate Business Name <i>Palace Tavern LTD</i>		Trade Name (DBA) <i>Tavern 1301</i>		Liquor License Number <i>03-14970</i>	
Physical Address of Premises <i>1301 N. Main St.</i>				Suite/Unit Number	
City <i>Lamar</i>		County <i>Prowers</i>	State <i>CO</i>	ZIP Code <i>81052</i>	
Mailing Address (if different than Physical Address)				Suite/Unit Number	
City			State	ZIP Code	
Business Phone Number <i>719-336-67753</i>			Business Email Address <i>tavern1301@gmail.com</i>		
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input checked="" type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery					
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order,				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Are you using a third party's ordering software to take orders?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.					
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Are you the applicant or an authorized agent of the business?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name of the applicant or an authorized agent of the business <i>Jenna Zimbelman</i>			Title of the applicant or an authorized agent of the business <i>General Manager</i>		
Signature <i>Jenna Zimbelman</i>			Date <i>5/18/23</i>		

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
--	--

CITY OF LAMAR POLICE DEPARTMENT

Retail Liquor or Fermented Malt Beverage License Renewal Application

1. Name and Address of Applicant } Fraternal Order of the Eagles Lamar Aeries
} Eagle Aeries #3898
} PO Box 1508
} Lamar, CO 81052

2. Trade Name and Address } Fraternal Order of the Eagles #3898
} 1220 South Main St
} Lamar, CO 81052

3. Date of Application } 5/31/23

4. Type of Application } Renewal- Tavern Liquor License(city)

5. Documents Accompanying Application
 - A. Local and State License Fees } Submitted with application
 - B. Evidence of Correct Zoning } C-2
 - C. Building Plans and or Sketch of Interior } N/A
 - D. Distance from a School as per Statute } N/A
 - E. Deed or Lease or Assignment of Lease or Ownership } Owned

6. Evidence of Public Notice
 - A. Posting of Premises } N/A
 - B. Legal Publication } N/A

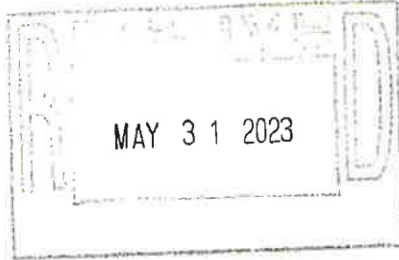
7. Investigation: Police Department Case} #L2302391
 - A. The Eagles Lodge has submitted an application for renewal of their liquor license.
 - B. Their present liquor license expires on 07/30/2023.
 - C. The organization had managed its license as required by the liquor code.

8. Findings of fact:
 - A. Salud Gonzalez, Operating Manager of the organization, submitted the application.
 - B. Cooperation with law enforcement has been excellent.
 - C. It is my recommendation that the renewal be approved.


Sgt. Raymundo Macias Jr.

06-07-23
DATE

Submit to Local Licensing Authority



Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550.00

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

Retail Liquor License Renewal Application

Please verify & update all information below

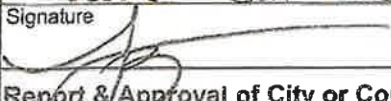
Return to city or county licensing authority by due date

Licensee Name AERIE #3898 F.O.E INC		Doing Business As Name (DBA) FRATERNAL ORDER EAGLES LAMAR AERIES#3898	
Liquor License # 03-02726	License Type TAVERN (CITY)		
Sales Tax License Number 27847156	Expiration Date 7/30/23	Due Date 6/15/2023	
Business Address P O BOX 1508 LAMAR, CO 81052			Phone Number 719-336-3780
Mailing Address PO BOX 1508 LAMAR, CO 81052		Email sgonzalez1@farmersagent.com	
Operating Manager SALUDE GONZALEZ	Date of Birth 12-19-79	Home Address 31352 COUNTY RD 14 LAMAR, CO 81052	Phone Number 719-691-9096
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Salud Gonzalez</i>	Title <i>Sec.</i>
Signature 	Date <i>5/31/27</i>

Report & Approval of City or County Licensing Authority
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Agenda Item No. 1

Council Date: 06/12/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Grants and Projects Update
2. Misc.

RECOMMENDATION: None necessary

Kristin Schwartz

From: Long - DNR, Travis <travis.long@state.co.us>
Sent: Wednesday, May 24, 2023 2:17 PM
To: Kristin Schwartz; Logan Wilkins; Rick Akers; Robert Evans
Subject: Re: 2023 CPW Shooting Range Grant Program Award Notification

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

I made an error in the second paragraph of the email and included a line that read "Although we were not able to fund the entirety of work proposed in your application, we hope the access road work will proceed." That does not apply to your project, and I apologize for including it. Below is the corrected email:

Kristin, Robert, Rick, and Logan,

I write to inform you that Jeff Davis, Director of Colorado Parks and Wildlife, following the recommendations of the Shooting Range Grant Program review panel, has given conditional approval for \$25,000 in funding for the Lamar Archery Range project. The funding is intended to support the development of the archery range as described in your grant application.

First, congratulations on a successful proposal. On behalf of the Shooting Range Grant Program review panel and Colorado Parks and Wildlife thank you for your efforts to improve recreational shooting opportunities across the state. Second, I ask that you or the project leader contact me to discuss your plans for your project, including the potential work timeline. I can be reached by email at travis.long@state.co.us

Several more steps are required before actual funding is available, but initial approval of the project is certainly one of the most important hurdles to clear. From this point, it normally takes several months for project proponents to get in order the final design work, budget information, and required permits or compliance documents for US Fish and Wildlife Service (USFWS) review and approval of the project.

However, that timeline can be shortened considerably if the needed items are already on hand or are not required. The USFWS review is not a competitive process like the Fishing Is Fun review, but it does require that the project be fully described and financial responsibilities delineated.

The final step, after USFWS approval, is for a purchase order to be issued by Colorado Parks and Wildlife for the project. A standard Shooting Range purchase order has been developed over the years, and the project description from the USFWS process is normally used to describe the scope of work, so this step usually moves along much quicker.

Once the purchase order is issued, project costs can be reimbursed. However, please remember that this is an imbursement grant program, and "up front" funds are typically not available. Also, you are strongly advised not to start onsite construction prior to USFWS approval of the project and receipt of the purchase order.

While the steps described above may sound imposing, experience has shown them to be quite manageable. I am available, along with USFWS staff, to help answer any questions you might have on the federal or state approval process.

In general, it is also a good idea to have the project leader review the Shooting Range Program application book and program guidelines. The documents are available on the Parks and Wildlife website at:

<https://cpw.state.co.us/thingstodo/Pages/ShootingRanges.aspx>

You will also find a link to a "Reimbursement FAQ" on the Shooting Range Grants page, which addresses common issues on project implementation and expense reimbursements. If you need additional information, please do not hesitate to contact me at (303) 291-7621 or preferably by email at travis.long@state.co.us

Colorado Parks and Wildlife and the state's hunting and recreational shooting community look forward to helping your project become a reality.

Respectfully,

Travis Long
Shooting Range Program Coordinator

On Wed, May 24, 2023 at 2:05 PM Long - DNR, Travis <travis.long@state.co.us> wrote:
Kristin, Robert, Rick, and Logan,

I write to inform you that Jeff Davis, Director of Colorado Parks and Wildlife, following the recommendations of the Shooting Range Grant Program review panel, has given conditional approval for \$25,000 in funding for the Lamar Archery Range project. The funding is intended to support the development of the archery range as described in your grant application.

First, congratulations on a successful proposal. On behalf of the Shooting Range Grant Program review panel and Colorado Parks and Wildlife thank you for your efforts to improve recreational shooting opportunities across the state. Although we were not able to fund the entirety of work proposed in your application, we hope the access road work will proceed. Second, I ask that you or the project leader contact me to discuss your plans for your project, including the potential work timeline. I can be reached by email at travis.long@state.co.us

Several more steps are required before actual funding is available, but initial approval of the project is certainly one of the most important hurdles to clear. From this point, it normally takes several months for project proponents to get in order the final design work, budget information, and required permits or compliance documents for US Fish and Wildlife Service (USFWS) review and approval of the project.

However, that timeline can be shortened considerably if the needed items are already on hand or are not required. The USFWS review is not a competitive process like the Fishing Is Fun review, but it does require that the project be fully described and financial responsibilities delineated.

The final step, after USFWS approval, is for a purchase order to be issued by Colorado Parks and Wildlife for the project. A standard Shooting Range purchase order has been developed over the years, and the project description from the USFWS process is normally used to describe the scope of work, so this step usually moves along much quicker.

Once the purchase order is issued, project costs can be reimbursed. However, please remember that this is an imbursement grant program, and "up front" funds are typically not available. Also, you are strongly advised not to start onsite construction prior to USFWS approval of the project and receipt of the purchase order.

While the steps described above may sound imposing, experience has shown them to be quite manageable. I am available, along with USFWS staff, to help answer any questions you might have on the federal or state approval process.

In general, it is also a good idea to have the project leader review the Shooting Range Program application book and program guidelines. The documents are available on the Parks and Wildlife website at:

<https://cpw.state.co.us/thingstodo/Pages/ShootingRanges.aspx>

You will also find a link to a "Reimbursement FAQ" on the Shooting Range Grants page, which addresses common issues on project implementation and expense reimbursements. If you need additional information, please do not hesitate to contact me at (303) 291-7621 or preferably by email at travis.long@state.co.us

Colorado Parks and Wildlife and the state's hunting and recreational shooting community look forward to helping your project become a reality.

Respectfully,

Travis Long
Shooting Range Program Coordinator

Travis Long
Grant Manager



P 303.291.7621 | F 303.291.7113
6060 Broadway, Denver, CO 80211
travis.long@state.co.us | cpw.state.co.us

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

Travis Long
Grant Manager



P 303.291.7621 | F 303.291.7113
6060 Broadway, Denver, CO 80211
travis.long@state.co.us | cpw.state.co.us

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

Agenda Item No. 2

Council Date: 6/12/2023

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: June 12, 2023

RCE

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 2023

MONTHLY

APRIL SALES & USE TAX COLLECTED IN MAY 2023

	<u>2023</u>	<u>2022</u>	<u>DIFFERENCE FROM 2022 TO 2023</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$365,478.72	\$369,698.44	-\$4,219.72	-1.14%
USE TAX COLLECTED	\$37,407.63	\$24,999.83	\$12,407.80	49.63%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$1,471.21	\$1,674.40	-\$203.19	-12.14%
TOTAL SALES / USE TAX COLLECTIONS	\$404,357.56	\$396,372.67	\$7,984.89	2.01%
VENDOR'S COMMISSION	\$11,756.43	\$11,862.33		

YEAR TO DATE

SALES & USE TAX COLLECTED JANUARY - MAY 2023

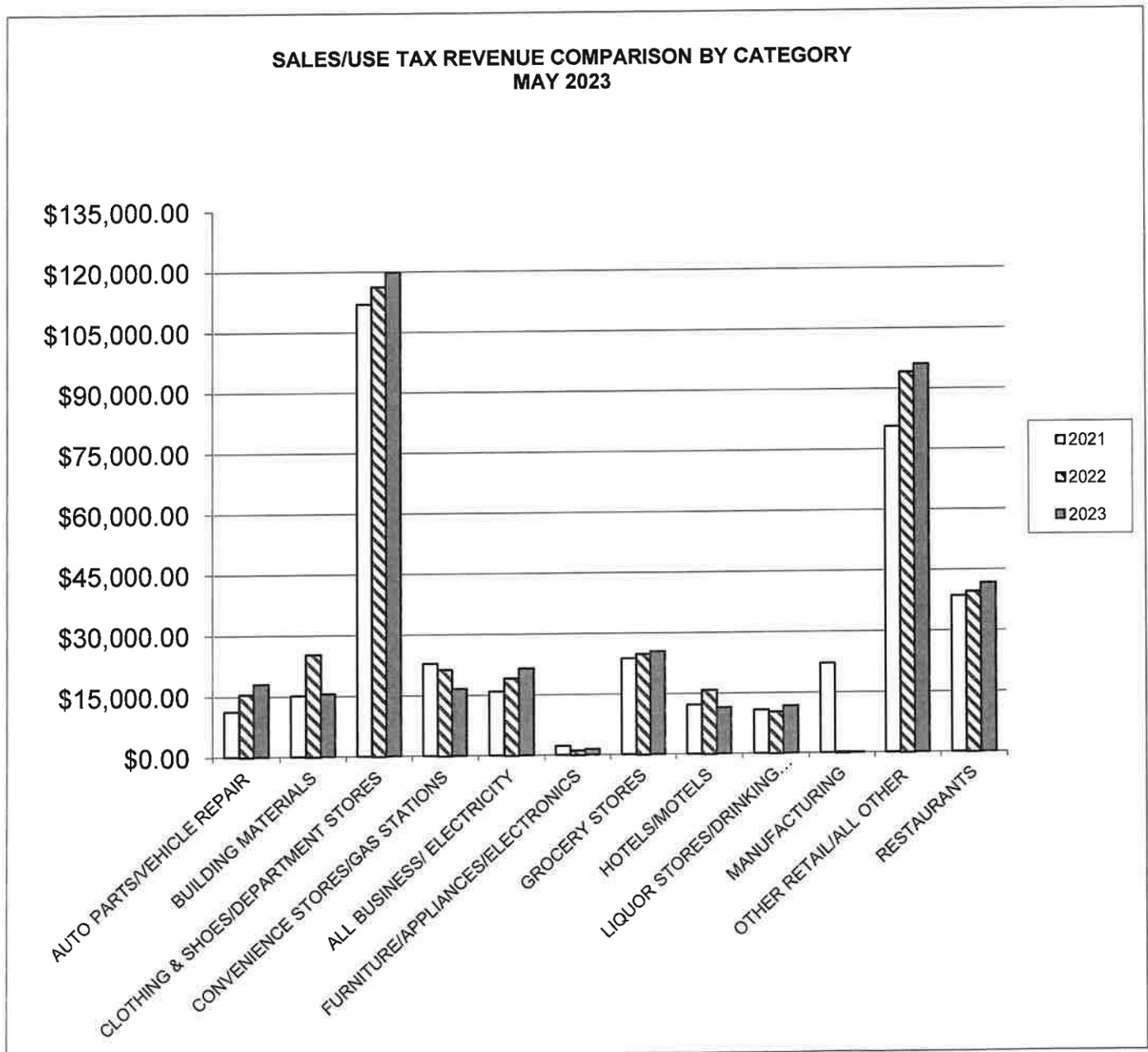
	<u>2023</u>	<u>2022</u>	<u>DIFFERENCE FROM 2022 TO 2023</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$1,956,253.24	\$1,876,945.36	\$79,307.88	4.23%
USE TAX COLLECTED	\$180,418.55	\$146,275.98	\$34,142.57	23.34%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$20,610.14	\$3,066.06	\$17,544.08	572.20%
TOTAL SALES / USE TAX COLLECTIONS	\$2,157,281.93	\$2,026,287.40	\$130,994.53	6.46%
VENDOR'S COMMISSION	\$62,558.57	\$61,368.41		

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.



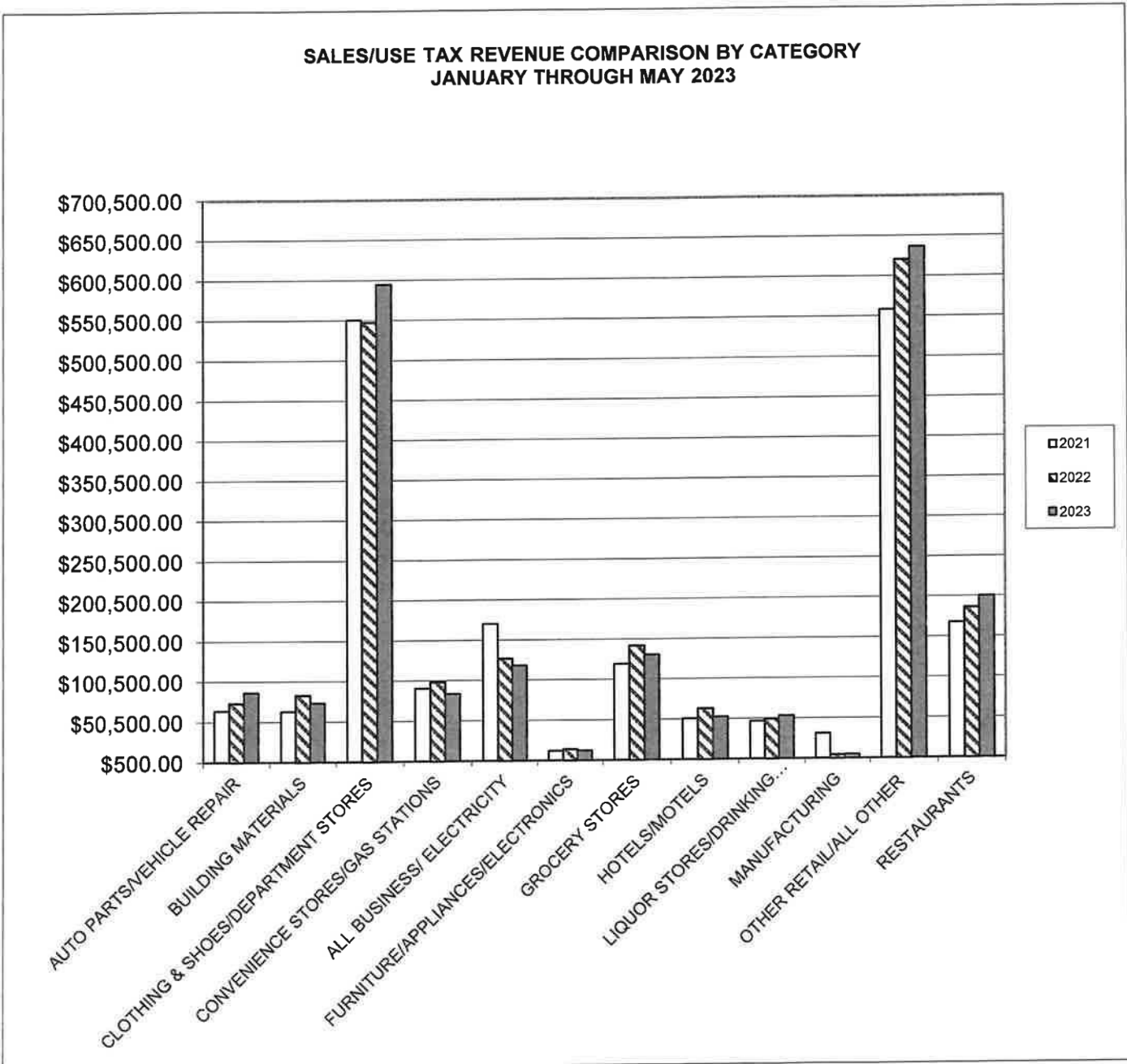
SALES/USE TAX REVENUE COMPARISON BY CATEGORY
SALES & USE TAX COLLECTED IN MAY 2023

	2021	2022	2023
AUTO PARTS/VEHICLE REPAIR	\$11,310.26	\$15,468.00	\$18,037.06
BUILDING MATERIALS	\$15,177.57	\$25,275.31	\$15,573.88
CLOTHING & SHOES/DEPARTMENT STORES	\$111,965.02	\$116,250.53	\$119,872.10
CONVENIENCE STORES/GAS STATIONS	\$22,824.04	\$21,354.74	\$16,614.20
ALL BUSINESS/ ELECTRICITY	\$15,881.74	\$19,077.95	\$21,531.66
FURNITURE/APPLIANCES/ELECTRONICS	\$2,298.95	\$1,157.11	\$1,496.53
GROCERY STORES	\$23,724.83	\$24,784.07	\$25,458.36
HOTELS/MOTELS	\$12,224.76	\$15,796.75	\$11,491.46
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$10,837.00	\$10,340.00	\$11,737.00
MANUFACTURING	\$22,209.07	\$208.22	\$124.86
OTHER RETAIL/ALL OTHER	\$80,613.89	\$94,116.01	\$96,122.59
RESTAURANTS	\$38,520.87	\$39,553.61	\$41,689.66



SALES/USE TAX REVENUE COMPARISON BY CATEGORY
SALES & USE TAX COLLECTED JANUARY THROUGH MAY 2023

	2021	2022	2023
AUTO PARTS/VEHICLE REPAIR	\$64,191.71	\$73,501.35	\$86,659.75
BUILDING MATERIALS	\$63,088.95	\$83,312.64	\$73,556.58
CLOTHING & SHOES/DEPARTMENT STORES	\$550,998.95	\$547,858.60	\$594,957.59
CONVENIENCE STORES/GAS STATIONS	\$90,743.53	\$98,527.01	\$83,978.87
ALL BUSINESS/ ELECTRICITY	\$170,763.98	\$127,228.54	\$118,587.20
FURNITURE/APPLIANCES/ELECTRONICS	\$12,184.19	\$14,274.18	\$12,822.71
GROCERY STORES	\$119,423.21	\$142,257.06	\$130,959.85
HOTELS/MOTELS	\$51,032.01	\$63,499.40	\$53,118.48
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$47,312.00	\$49,926.00	\$53,771.00
MANUFACTURING	\$31,575.75	\$4,743.06	\$5,489.72
OTHER RETAIL/ALL OTHER	\$558,783.11	\$620,786.53	\$636,858.25
RESTAURANTS	\$167,900.33	\$186,723.93	\$200,535.56



CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

RE

DATE: June 12, 2023

1. Cobblestone Ribbon Cutting / Grand Opening, Tuesday, June 13, 2023 at 8:30 a.m.
2. Coffee with Rob at 7:00 a.m. - June 21 – Rivals
June 28 – **Cancelled**
3. Prowers Medical Center Health Fair June 14, June 21, and June 28, 7:00 a.m. – 9:00 a.m.
4. Farm Market, Saturday, June 17- 8:00 a.m. - 1:00 p.m. at Chamber of Commerce
5. Father's Day – Sunday, June 18, 2023
6. First Day of Summer – Wednesday, June 21, 2023
7. CML 101st Annual Conference - June 25-28 in Aurora
8. Projects Update
9. Miscellaneous



PROWERS MEDICAL CENTER 2023 HEALTH FAIR

Every Wednesday

April 12 - July 26

7:00 - 9:00 a.m.

Prowers Medical Center - Education Room

**Health Fair Participants
Must Pre-Register**

Call (719) 336-8363

between 8 a.m. - 5 p.m.,
Monday through Friday,
to schedule your wellness
screening appointment.

\$25

Wellness Screen Includes:

- Lipid Profile
- Kidney Functions
- Electrolytes
- Liver Enzymes
- Thyroid Test
- A1C
- Complete Blood Count (CBC)
- Prostate Specific Antigen (PSA) for men

Expeditious Results

Test results will be:

- Finalized within 72 hours.
- Sent to your medical provider.
- Available on our Patient Portal.

Please supply a self-addressed, stamped envelope if you'd like to receive your results by mail.

For the most accurate results, fast for at least 12 hours prior to your appointment.

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Public Hearing for a Special Event Permit for the Sand & Sage Round-Up to Host Beer Garden during the Sand and Sage Round-Up Fair

INITIATOR: Linda Williams & Chief Kyle Miller CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve special event permit

STAFF INFORMATION SOURCE: City Clerk and the Police Chief

BACKGROUND: Special event permits may be issued by local licensing authorities, upon legal application, to certain types of organizations allowing them to sell alcoholic beverages by the drink to the general public.

A special event permit cannot be issued to any organization for more than fifteen (15) days in any one calendar year at a specific location.

Application dated May 12, 2023 has been received from the Sand & Sage Round-Up for a special event permit for the following dates:

- 1) Special event permit – To host a beer garden on August 10, 2023 5:00 p.m. to 12:00 a.m., August 11, 2023, 5:00 p.m. to 1:00 a.m., and August 12, 2023, 5:00 p.m. to 12:00 a.m. at the Prowers County Fairgrounds during the Sand and Sage Round-Up Fair.

The required fee for the permit has been submitted to the City Clerk's Office.

At the Council meeting held on May 22, 2023, a public hearing date of June 12, 2023 was scheduled for the special event permit. Public notice of the hearing and the procedure for protesting same was conspicuously published in the Lamar Ledger and posted at the Prowers County Fairground, 2206 Saddle Club Drive by the City Clerk's office by June 1, 2023.

RECOMMENDATION: In the absence of any valid protests, Police Chief Miller and City Clerk Williams will be recommending that the special event permit for the Sand & Sage Round-Up be approved.

CITY OF LAMAR POLICE DEPARTMENT
Application for a Special Events Permit

1. Name and address of Applicant } Sand & Sage Round-Up
} 301 S Main St. Suite 215
} Lamar, CO 81052
} 719-688-3313

2. Trade Name and Address } Sand & Sage Round-Up
} 301 S Main St. Suite 215
} Lamar, CO 81052

3. Date of Application} 05-12-2023

4. Type of Application} Special Event Permit

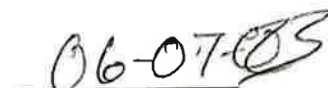
5. Documents Accompanying Application
 - A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning } n/a
 - C. Building Plans and or Sketch of Interior} Included
 - D. Distance from a School as per Statute} n/a
 - E. Deed or Lease or Assignment of Lease or Ownership} Assignment (Permission from the Prowers County Commissioners')

6. Evidence of Public Notice
 - A. Posting of Premises } Posted on the premises by or before June 1st, 2023.
 - B. Legal Publication } Posted in the local paper by June 1st, 2023.

7. Investigation: Police Department Case # L2301940
 - A. Sand & Sage Round-Up is a non-profit organization and as such has made application under the social license category for a special events permit.
 - B. The request is for a special event to be held on Aug 10 - 12, 2022, from 5:00 p.m. until 12:00 a.m. on Aug 10th. On Aug 11th, 2023, this event will begin at 5pm until 1:00 a.m. and on Aug 12, 2023, this event will begin at 5pm until 12:00 a.m. This event will be for the **Sand & Sage Fair**.
 - C. The purpose of the events is to hold a beer garden at 2206 Saddle Club Drive in conjunction with the "Sand & Sage Fair".

8. Findings of fact:
 - A. Mark Carrigan, President of the Sand & Sage Round-Up, submitted the application.
 - B. The application is legal, meeting the requirements of the liquor code.
 - C. In the absence of any protest, I recommend that the Special Events permit application for the Sand & Sage Round- Up be approved.


Sgt. Raymundo Macias Jr.


Date

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

MAY 12 2023

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)**

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Sand & Sage Round-Up	State Sales Tax Number (Required)
---	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 301 South Main/Suite 215 Lamar, Colorado 81052	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 2206 Saddle Club Drive Lamar, Colorado 81052
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE			

5. EVENT MANAGER Mark Carrigan	11/4/63	30687 CR 19 Lamar, Colorado 81052	719-688-3313
--	---------	-----------------------------------	--------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
8-10-23	5:00 p.m.	12:00 a.m.	8-12-23	5:00 p.m.	1:00 a.m.	8-12-23	5:00 p.m.	12:00 a.m.			

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE President	DATE 5-11-23
---------------	--------------------	-----------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

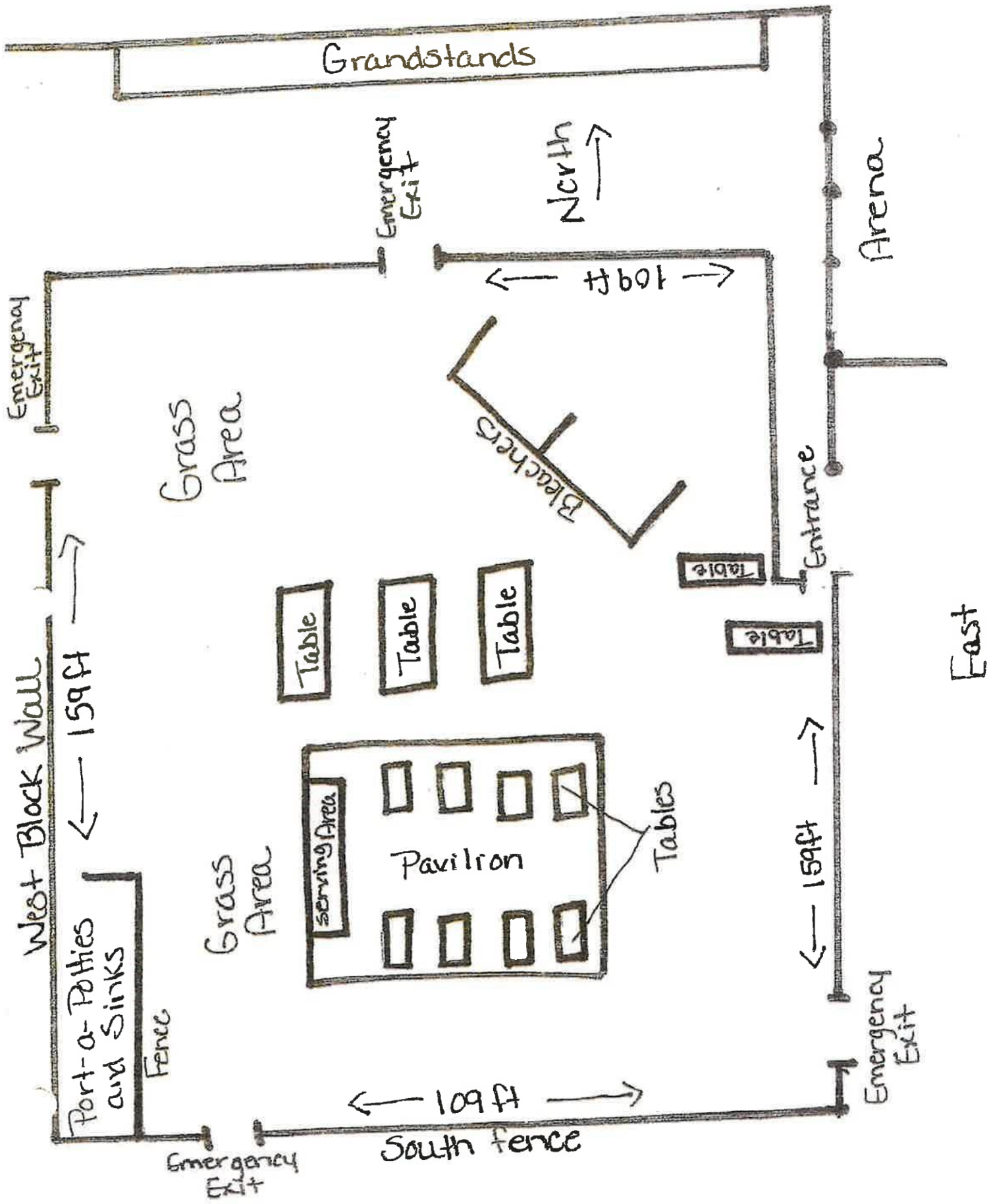
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			TOTAL
License Account Number	Liability Date	State	
		-750 (999)	\$





Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

May 10, 2023


City Council of Lamar
102 E. Parmenter Street
Lamar, Colorado 81052

RE: Authorization for Beer Garden on County Fairgrounds

Dear City Council Members:

On May 9, 2023, the Prowers County Board of Commissioners voted to allow the Sand & Sage Round-Up Fair Board to hold a Beer Garden on the Prowers County Fairgrounds during the 2023 Sand & Sage Fair.

Sincerely,
PROWERS COUNTY BOARD OF COMMISSIONERS



Ron Cook, Chairman



Wendy Buxton-Andrade, Vice-Chairman



Thomas Grasmick, Commissioner

Agenda Item No. 2

Council Date 6/12/2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Appointment to Lamar Utilities Board

INITIATOR: Lamar Utilities Board CITY ADMINISTRATOR'S REVIEW: RIF

ACTION PROPOSED: Appoint member to Lamar Utilities Board

STAFF INFORMATION SOURCE: Lamar Utilities Board

BACKGROUND: The term on the Lamar Utilities Board for Mr. Clifford Boxley will expire on August 1, 2023. He has shown an interest in continuing to serve on the board.

According to Council policy, all vacancies on City boards and commissions are required to be advertised in the local media. A copy of the position vacancy was advertised with the local media as directed. One application was received for this position. (Please refer to Attachment A).

RECOMMENDATION: The Lamar Utilities Board is recommending the re-appointment of Mr. Clifford Boxley to the Lamar Utilities Board to serve a (5) five-year term, which will expire August 1, 2028. (Please refer to Attachment B).

Term
Expires
in
Aug 2023

CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Re-Appointment - Board of Directors
Lamar Light and Power.

1. Name: Clifford Raymond Boxley
(First) (Middle) (Last)

2. Present Address: 24 Paseo Place
(Street and Number)
Lamar Colorado 81052
(City) (State) (Zip Code)

3. Telephone Number : 719-691-9814
(Home) (Business)

4. City Resident: Yes No If so, how long? Since 1964

5. Occupation: Retired

6. Education Background: Associates degree in computers and
Business Information Systems.

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

8. Is there any information (experience, community activities, organizations, etc.) which you think should
be considered for your appointment to this Board or Commission? I have served on this
Board since 2014. EPA Trained in Water-Shed
Management. Trained in Industrial Control systems-
Cyber Emergency Response Team.

9. Why do you desire to serve on this Board or Commission? Desire to continue to
serve on this Board.

10. Briefly describe how you might benefit the community if you were selected to serve on this Board or
Commission? Continuity of the Board; Also serve on the
Lamar Housing authority Board; am also the past
President of the Chamber of Commerce (2002)

DATE: _____

SIGNATURE: Clifford Raymond Boxley

Lamar Utilities Board

Memo

To: Mayor Crespín and the Lamar City Council
From: Doug Thrall, LUB Chairman
CC: Houssin Hourieh, Superintendent
Date: May 9, 2023
RE: LUB appointment

The Lamar Utilities board would like to recommend that Clifford Boxley be appointed to the vacant position on the Lamar Utilities Board that expires on August 1, 2028.

Thank you for your consideration of this matter.

Sincerely,



**Doug Thrall,
LUB Chairman**

Agenda Item No. 3

Council Date: 6/12/23

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Historic Preservation Advisory Board Appointments

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

ACTION PROPOSED: Reappoint Historic Preservation Board members

STAFF INFORMATION SOURCE: Anne-Marie Crampton

BACKGROUND:

The Lamar Historic Preservation Advisory Board was meeting regularly and meeting its outcomes to maintain its Certified Local Government (CLG) status to qualify for grants and technical assistance until 2020 when both the pandemic and City staffing changes brought its progress to a standstill. Lamar is now on a Monitored CLG status with clear steps on how to renew its full standing. With a new Community Development Director in place, the Historic Preservation Board members are excited to reengage despite all of their terms being expired. The Community Development Director recommends that Council consider reappointing board members for staggered three-year terms: Jennifer Mortimeyer (expiration June 1, 2024); Stephanie Gonzales (June 1, 2025); Galan Burnett (June 1, 2025); Jacob Peterson (June 1, 2026); and Trevor LaCost (June 1, 2026). The Historic Preservation Advisory Board now plans to have set meetings on the third Tuesday of July, October, January, and April at 7:00 a.m. with work sessions in between.

RECOMMENDATION: Reappoint Historic Preservation Advisory Board members.

RECEIVED

JUN 09 2023

CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR:
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Historic Preservation

1. Name: Jennifer Lyn Mortimeyer
(First) (Middle) (Last)

2. Present Address: 405 W Olive St
(Street and Number)
Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: (719) 691-9387
(Home) (Business)

4. E-mail Address jennifer.mortimeyer@ucdenver.edu

5. City Resident: Yes No If so, how long? 9 years

6. Occupation: Regional Specialist for Colorado Department of Early Childhood

7. Education Background: Master of Public Admin, BS Mgmt of HR

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

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission? I have served on this board for years, so I have working historical knowledge to benefit the board. I have also served on several local and statewide boards and commissions.

10. Why do you desire to serve on this Board or Commission? I own an historic house near the historic downtown area, and would like to help protect and restore these and other historic buildings/areas in our city for future generations.

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? If selected for re-appointment, I would be able to continue working on some of the projects that we had started.

DATE: 6/8/23

SIGNATURE: 



CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Lamar Historic Preservation Board

1. Name: Stephanie Ann Gonzales
(First) (Middle) (Last)

2. Present Address: 605 South Cline St / PO Box 97
(Street and Number)
Granada CO 81041
(City) (State) (Zip code)

3. Telephone Number: 719-688-0799 719-336-3850
(Home) (Business)

4. City Resident: Yes No If so, how long? _____

5. Occupation Executive Director – Regional Economic Development organization

6. Education Background: BSBA-Accounting & Business Administration

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

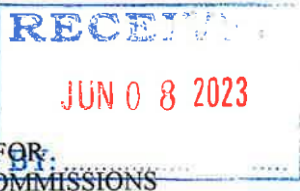
8. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission?
I work closely with organizations/boards who wish to work on the improvement/enhancement of assets within their communities. I am a community development program manager with housing and business development. I also have contacts with State of Colorado agencies and feel I can be the link between state agencies and the historic board's needs.

9. Why do you desire to serve on this Board or Commission? I have a strong interest in assisting with the preservation of historic properties and districts throughout Lamar. The esthetics of the community helps to enhance and promote economic development which is what I do for a living.

10. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? The benefit would be in my connection to programs and contacts that can assist in the goal of helping to preserve the historic buildings, homes and districts that give Lamar it's character and attraction.

DATE June 6, 2023

SIGNATURE: Stephanie Gonzales



CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Historic Preservation

1. Name: Galan (First) Delmer (Middle) Burdett (Last)

2. Present Address: 800 S. 6th Street (Street and Number)
Lamar (City) CO (State) 81052 (Zip Code)

3. Telephone Number: 719-691-4152 (Home) (Business)

4. E-mail Address: gmburdett@hotmail.com

5. City Resident: Yes No If so, how long? 41 years

6. Occupation: Pastor-Teacher

7. Education Background: B.A. from Barclay College

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

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission? I attend most City Council meetings. I have been a member of the Historic Preservation Board for a few years. We need to expand our direction from just business + include housing + etc.

10. Why do you desire to serve on this Board or Commission? I love "old" things. I have a home that is 124 yrs old + needs to be looked at for listing. We need to preserve local buildings before it is too late.

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

DATE: 06-07-23

SIGNATURE: Galan Burdett

Brenda VanCampen

From: Jotform <noreply@jotform.com>
Sent: Sunday, February 20, 2022 9:09 PM
To: Brenda VanCampen
Subject: Re: Board and Commission Application
Attachments: 5212257460519350063-Board-and-Commission-Application.pdf

FEB 22 2022

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



 **Board and Commission Application**

Board or Commission	Lamar Historic Preservation Advisory Board
Name	Jacob
Middle	Eli
Last	Peterson
Present Address	313 N 1st street
(City)	Lamar
(State)	Colorado
(Zip Code)	81052
Telephone Number	(913) 548-2970
Email	jacob.peterson221@hotmail.com
City Resident	Yes
If yes, how long?	2 days
Occupation	Park Ranger
Education Background	BS in Agriculture with a focus on park management and Conservation
Are there any reasons you may	Yes

have a conflict of interest if you were appointed to this Board or Commission?

If yes, please explain.

I do work for the state of Colorado, which may conflict in some form if there are conflicts of interest over preserving a historical site under the Lamar jurisdiction.

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

I think as a younger individual it would be important to start thinking about more of the youth in our community and how we might have them interested in preserving the past while improving on what we can throughout the town.

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

I think preserving pertinent historical sites and places is important to understand the hardships certain demographics faced during this areas history, and that we need to figure out how to go about teaching that to the future of our community.

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

As a professional in the field of conservation I have the ability to help create interpretive material to educate the public while creating an emotional connection. With my background in outdoor law enforcement as well, I tend to play a more neutral role in interpreting certain laws while maintaining the emotional value certain historical sites or items might have versus the physical construct of said site.

DATE

02/20/2022

SIGNATURE



You can [edit this submission](#) and [view all your submissions](#) easily.

CITY OF LAMAR, COLORADO
Office



RETURN TO: City Administrator's

102 East Parmenter
Lamar, CO

PERSONAL INFORMATION FORM FOR
81052-3299

CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission:

HISTORIC PRESERVATION BOARD

1. Name: MICHAEL TREVOR LAUST
(First) (Middle) (Last)

2. Present Address: 2708 MEMORIAL DRIVE
(Street and Number)

LAMAR CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 719-931-0137 719-336-4232
(Home) (Business)

4. City Resident: Yes No If so, how long?
44 YEARS

5. Occupation: SELF-EMPLOYED.

6. Education Background: HIGH SCHOOL DIPLOMA - 2 yrs. LCC.

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

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

TOOS - PREVIOUS ACTIVE MEMBER OF THIS BOARD BEFORE IT WAS DEACTIVATED - 20+ YRS VOLUNTEERISM LOCALLY WITH A STRONG EMPHASIS ON PRESERVATION. HELPED SAVE WILEY LOCK SCHOOL HOUSE ? STORE ARTS CENTER

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

HIGHLY INTERESTED IN HISTORIC PRESERVATION IN LAMAR. WOULD LOVE TO SEE MORE RENOVATING ? LESS REPLACMENT.

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

CURRENTLY SERVE ON 10 DIVERSE BOARDS IN THIS AREA. I PICK CAUSES THAT I AM PASSIONATE ABOUT. I TRULY WANT TO MAKE A DIFFERENCE.

07-27-17

SIGNATURE:

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines.

Agenda Item No. 4

Council Date: 6-12-23

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Appointments to Lamar Building Finance Corporation

INITIATOR: Lamar Building Finance Corporation

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Appoint members to Lamar Building Finance Corporation

STAFF INFORMATIONAL SOURCE: Assistant to the City Administrator, Brenda Van Campen

BACKGROUND: The Lamar Building Finance Corporation regularly meet one time a year. When COVID hit, the board ceased meeting and would like to regroup and have regular meetings once again. The board is recommending that Council consider reappointing directors and appointing new directors for staggered terms. The board is recommending 10 year terms for Rob Evans with term expiring January 1, 2029, Kristin Schwartz with term expiring January 1, 2026, Gary Oxley with term expiring January 1, 2029, Chris Wilkinson with term expiring January 1, 2032, and Norman Arends with term expiring January 1, 2033.

According to the Bylaws of the Lamar Building Finance Corporation the number of directors shall be five. "Directors shall be appointed or reappointed by the majority vote of the members of the City Council of the City of Lamar, Colorado and each director shall hold office for a term of ten years. At no time shall more than two members of the Board of Directors be employees of the City of Lamar. Members of the Board of Directors shall be appointed, and may be removed, for good cause, by the majority vote of the members of the City Council".

RECOMMENDATION: It is recommended to appoint or reappoint directors to the Lamar Building Finance Corporation..

RECEIVED

APR 26 2023

CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Building Finance Board

1. Name: Kristin Rhea Schwartz
(First) (Middle) (Last)

2. Present Address: PO Box 422
(Street and Number)
Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 719-529-4454
(Home) (Business)

4. E-mail Address: kristinmccrea@yahoo.com

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

6. Occupation: City Treasurer

7. Education Background: 4 years college - accounting

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

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission? As City Treasurer, I have attended all Building Finance Corp Board meetings at report all expenses. I was appointed Controller in

10. Why do you desire to serve on this Board or Commission? To serve as oversight of City funds on projects that will benefit the City of Lamar.

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? Have intimate knowledge of all financial aspects of City of Lamar Building Finance Corp.

DATE: 4-27-2023

SIGNATURE: Kristin Schwartz

PRINT NAME: Kristin Schwartz

RECEIVED

MAR 23 2022

CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Lamar Building Finance Corp.

1. Name: CHRIS (First) W (Middle) WILKINSON (Last)

2. Present Address: 511 Stewart Place
(Street and Number)

Lamar (City) CO (State) 81052 (Zip Code)

3. Telephone Number: 336-7643 (Home) 688-8796 (Business)

4. E-mail Address chris.wilkinson@lamar.k12.co.us

5. City Resident: Yes No If so, how long? 44 years

6. Occupation: retired secondary Educator

7. Education Background: B.A., B.S., M.Ed.

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

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission? 37 years as an Educator, Lamar R-7 School Board of Education, Lamar Airport Board, Lamar Library Board, Prowers County Historical Society, Lamar Community College Foundation.

10. Why do you desire to serve on this Board or Commission? I feel citizens should become a part of the community with the idea of making it a better place to live.

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I believe my experience can bring something to this Board.

DATE: 3-23-22

SIGNATURE: Chris Wilkinson

PRINT NAME: Chris Wilkinson

OCT 19 2020

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Lamar Building Finance Corporation

1. Name: Norman Lee Arends
(First) (Middle) (Last)

2. Present Address: 763 Willow Valley Way
(Street and Number)

Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 719-336-4577 688-1998
(Home) (Business)

4. E-mail Address normanarends@gmail.com

5. City Resident: Yes No If so, how long? 34 years

6. Occupation: retired

7. Education Background: BSAE from CSU JD from CU

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

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

Board Chairman Colorado East Bank 22 years

10. Why do you desire to serve on this Board or Commission? I believe that I could be of assistance to make financial decision for this entity.

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

DATE: 10-16-2020

SIGNATURE: Norman Lee Arends

PRINT NAME: Norman L. Arends

Agenda Item No. 5

Council Date: 6/12/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Liaison Appointments to Boards and Commissions

INITIATOR: City Mayor

CITY ADMINISTRATOR'S REVIEW: R/E

ACTION PROPOSED: Mayor to make appointments

STAFF INFORMATION SOURCE: _____

BACKGROUND: Council needs to discuss these appointments and request appointment by the Mayor to the Boards and Commissions they have an interest in serving on.

These appointments will be for the year 2023.

See attached list of Boards and Commissions.

RECOMMENDATION: Make appointments.

COUNCIL LIAISON POSITIONS:

<u>Board/Commission</u>	<u>2023</u>
<u>Lamar Housing Authority</u>	<u>Gerry Jenkins</u>
<u>Utilities Board</u>	<u>Kirk Crespin</u>
<u>Parks & Rec Advisory Board</u>	<u>Mike Bellomy</u>
<u>Library Advisory Board</u>	<u>Gerry Jenkins</u>
<u>Planning & Zoning Commission</u>	<u>Mike Duffy (voting)</u> <u>Joe Gonzales (voting)</u>
<u>Airport Advisory Board</u>	<u>Mike Duffy</u>
<u>Tree Board</u>	<u>Joe Gonzales</u>
<u>Water Advisory Board</u>	<u>Manuel Tamez</u>
<u>Community Resource/Senior Center</u>	<u>Mike Bellomy</u>
<u>PEP</u>	<u>Anne-Marie Crampton</u>
<u>Historic Preservation Board</u>	<u>Mike Duffy</u>
<u>Prowers Area Transit Advisory Board</u>	<u>Manuel Tamez</u> <u>Joe Gonzales</u>
<u>Ports to Plains Board</u>	<u>Beverly Haggard</u>
<u>Golf Board</u>	<u>Mike Duffy</u>
<u>SECED/SECOG</u>	<u>Kirk Crespin</u> <u>Anne-Marie Crampton</u>
<u>CML Policy Committee</u>	<u>Rob Evans</u>
<u>LPI, Lamar Partnership Inc.</u>	<u>Mike Bellomy</u>
<u>Chamber of Commerce</u>	<u>Staff Member</u>
<u>Public Safety Committee</u>	<u>Kirk Crespin</u> <u>Gerry Jenkins</u>

Agenda Item No. 6

Council Date 06/12/2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE Authorize Mayor to Sign eHealth Master Services Agreement for biometric screening fair

INITIATOR: Margaret Saldana, HR

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve and authorize Mayor to sign the Master Services Agreement for Biometric Health Screenings

STAFF INFORMATION SOURCE: City Administrator, H R Manager and Wellness Committee

BACKGROUND: Attached is a Master Services Agreement with Addendum from Premise Health Employer Solutions, LLC, on behalf of eHealth Screenings for the upcoming biometric health screening fair to be held in the Fall of 2023.

For the last few years, the City has been holding an annual Employee Wellness Fair (biometric screening) for employees and spouses covered by the City's health insurance and full-time employees who are not covered by the City's insurance. This biometric screening fair has aided with diagnosing of cancer, kidney disease, cardiovascular disease and the on-set of diabetes. With the results sent to employees' physicians, employees are treated before the disease advances and prevents large claims being submitted to the City's health insurance. Due to the pandemic, the company that previously did the health screening fairs went bankrupt. In 2020, our employees were not able to attend ANY wellness fairs due to the fact that most medical facilities had stopped providing these lab services due to COVID.

Our insurance provider, CHP, allows employees who are enrolled in one of their CHP medical plans an annual health fair benefit of up to \$40 per year. This amount will help defer the individual cost of \$68.00 per employee for the cost of the screening and will result in savings.

The agreement outlines the Terms and Conditions and cost for the screenings. The plan is to schedule the health fair during Open Enrollment in late October of 2023.

RECOMMENDATION: Approve and authorize the Mayor to the sign the Master Services Agreement for the annual Biometric Screening Health Fair upon final review and approval by the City Attorney.



Master Services Agreement

This Master Services Agreement (“Agreement”), dated as of the 14th day of April 2023 (“Effective Date”), is entered into by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, on behalf of its affiliate eHealthScreenings, with its corporate office located at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 (“EHS”) and City of Lamar Colorado with corporate office located at 102 E Parmenter St, Lamar, CO 81052 (“Client”). EHS and Client may be individually referred to herein as a “Party” or collectively as the “Parties.”.

RECITALS

WHEREAS, Client desires to engage EHS to perform certain wellness screening services (“Screenings”), which Screenings will be more fully described in addendums to this Agreement executed by both Parties in the format set forth in the attached Exhibit A (each, a “Screening Request Form”) on the terms and subject to the conditions set forth herein; and

WHEREAS, EHS desires and agrees to perform Screenings for Client pursuant to Screening Request Forms on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions herein contained, and intending to be legally bound, the Parties agree as follows:

ARTICLE I PROVISION OF SCREENINGS

1.1 Screenings. EHS, either directly or through one or more subcontractors of EHS (“Wellness Technician(s)”), will provide to Client the Screenings described in one or more Screening Request Forms on the terms and subject to the conditions set forth herein and in accordance with the Terms and Conditions set forth on Exhibit B (“Terms and Conditions”) attached hereto and incorporated herein for all purposes. To request Screenings under this Agreement, Client will complete and execute a Screening Request Form and email it to requests@ehealthscreenings.com. Upon receipt of a completed and executed Screening Request Form, EHS will schedule date(s) and time(s) to perform Screenings. EHS will comply with all reasonable policies and procedures required by Client in connection with EHS’s performance of any Screenings hereunder, provided that Client provides EHS with reasonable advance written notice of any such policies and procedures.

1.2 Modification of Screenings by Client. If Client requests EHS to make modifications to Screenings, EHS will use all commercially reasonable efforts to accommodate any reasonable request and will advise Client as soon as reasonably practicable whether it is able to accommodate such modifications together with the cost estimate and timeframe for implementation and provision of such modifications. If Client accepts EHS’s offer to provide such

modifications, EHS and Client authorized representatives will execute an amendment to this Agreement that supersedes any and all prior and contemporaneous agreements and understandings between the Parties.

- 1.3 Warranty. EHS hereby represents, warrants and affirms the following:
- (i) EHS will cause all employees, independent contractors, subcontractors or other personnel employed or contracted by EHS to provide the Screenings pursuant to the terms set forth herein;
 - (ii) EHS will provide all Screenings in accordance with the highest professional standards to the reasonable satisfaction of Client;
 - (iii) EHS will provide all Screenings in compliance with all applicable federal, state, local, rules, regulations, statutes and laws for the provision of Screenings hereunder; and
 - (iv) EHS will maintain in good standing all licenses necessary to provide the Screenings.

1.4 Client's Responsibilities. Client will, at its expense, provide and maintain facilities and premises suitable for Screenings to take place and provide electricity, and any other services as determined by the Parties and as detailed in Exhibit B.

**ARTICLE II
COMPENSATION FOR SCREENINGS**

2.1 Compensation for Screenings. Charges and expenses for all Booked Screenings are set forth in Exhibit B. EHS will give Client sixty (60) days prior written notice of any change in its rates after the initial first year term.

2.2 Invoice and Payment. Each invoice will fairly and accurately state the applicable fees and expenses associated with the Screenings. All amounts are due and payable not more than thirty (30) days from the invoice date. If available, Client agrees to provide EHS the contact information for its accounts payable department to ensure payment is timely: Name: _____; Telephone # _____; and Email: _____. If Client defaults in payment of any charges when due, EHS may immediately suspend further performance hereunder.

2.3 Late Fees. Unpaid invoices shall accrue interest at the rate of 1.5% per month beginning ten (10) days following the due date of the invoice. In the event of non-payment, EHS shall be entitled to its reasonable attorneys' fees and other costs of collection. Upon termination of the Screenings for any reason, no later than the effective date of termination, Client shall pay EHS all unpaid amounts due under this Agreement, including amounts due for Screenings rendered up to and including the date of termination.

2.4 Cancellations. If Client cancels a Booked Screening inside of ten (10) days from the scheduled Booked Screening, Client will be responsible for reimbursing EHS for all non-



recoverable hard costs including administrative (\$100), shipping (\$50), hotels (if applicable) and wellness technician compensation (\$250.00 per assigned wellness technician). Cancellation policy is null and void if cancellation is due to force majeure.

ARTICLE III TERM AND TERMINATION

3.1 Term. This term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year and will renew for successive periods of one (1) year each, unless sooner terminated in accordance Section 3.2 of this Agreement.

3.2 Termination of this Agreement. Either Party may terminate this Agreement with or without cause upon sixty (60) calendar days' prior written notice to the other Party. Either Party may terminate this Agreement (i) immediately by mutual agreement of the Parties; or (ii) upon thirty (30) days' prior written notice for a material breach by the other Party of this Agreement provided that such termination shall not be effective if the breaching party cures the specified breach within the thirty (30) day notice period. Any payments which may have been made by Client to EHS in advance and are in excess of amounts due EHS at the time of termination will be refunded by EHS to Client within thirty (30) days following the effective date of termination.

ARTICLE IV INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1 General. EHS and Client will each indemnify, defend and hold the other harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent of such Party, its employees, servants and/or agents. The provisions of this paragraph will survive the termination of this Agreement.

4.2 Limitation of Damages. Neither Party nor its respective officers, directors, employees, agents, or affiliates will be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations will apply even if a Party has been advised of the possibility of recovery for these damages.

ARTICLE V INSURANCE

5.1 Types of Coverage. EHS agrees to maintain the following coverage throughout the term of this Agreement:

- (i) Workers' Compensation and Employers' Liability as required by applicable statute including (blanket) waiver of subrogation to Client, where allowed by law;



- (ii) Automobile Liability with combined single limit of \$1,000,000 per occurrence;
- (iii) General and Professional Liability as provided through Green Hills Insurance Company, a non-rated Vermont domiciled risk retention group principally owned by Premise Health, its subsidiaries and affiliates:
 - a. General Liability - \$2,000,000 per occurrence and a \$6,000,000 aggregate
 - b. Professional Liability - \$2,000,000 per occurrence and a \$6,000,000 aggregate

5.2 Evidence of Coverage. Prior to the Effective Date and upon Client request, EHS will furnish certificates evidencing that all insurance required hereunder is in full force and effect.

ARTICLE VI GENERAL PROVISIONS

6.1 Non-Solicitation. During the term of this Agreement, Client will not solicit any employee or independent contractor of EHS that has provided Screenings to Client without the prior written consent of EHS.

6.2 Entire Agreement: Amendments and Waivers. This Agreement, together with the Exhibits attached hereto and all executed Screening Request Forms, constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. No waiver of any of the provisions of this Agreement is deemed or constitutes a waiver of any other provision hereof (whether or not similar), nor does such waiver constitute a continuing waiver unless otherwise expressly provided. If any provision in this Agreement conflicts with any other provision in Exhibits A, B or C hereto or other agreement between EHS and Client, the provisions in this Agreement control.

6.3 HIPAA. The Parties understand and agree that Client's health and welfare plan is a Covered Entity under the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d) ("HIPAA"). Accordingly, the Parties acknowledge and agree that this transaction may be impacted by HIPAA and other state and federal laws, rules, and/or regulations relating to the privacy, confidentiality, and security of patient information as well as other subjects. As required under the HIPAA Privacy Rule (45 C.F.R. Part 164), a business associate addendum is attached hereto as Exhibit C and incorporated to this Agreement.

6.4 Force Majeure. Neither Party is liable for any delay or failure in performance of any part of this Agreement by reason of any act of nature, act of civil or military authority, government regulation, embargo, epidemic, terrorist act, riot, insurrection, fire, explosion, earthquake, nuclear accident, flood, work stoppage, equipment failure, cable cut, power blackout, volcanic eruption, other major environmental disturbance or unusually severe weather condition



or similar event or cause beyond its control and without its fault or negligence, but only to the extent prevented by the Force Majeure event.

6.5 Intellectual Property. All current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trademarks, trade secrets and all other intellectual property rights and related documentation or other tangible expression thereof is owned and maintained by each respective Party that retains all rights, title and interest to it. Neither Party will alter or delete any copyright or other proprietary notice that may appear in the Screenings without prior written consent of the other Party. Consent for the use of name and/or logo must be authorized in writing before use. This section will survive termination of the Agreement. Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity are cumulative and not alternative, and the exercise or beginning of the exercise of any right, power, or remedy thereof by a Party does not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

6.6 Relationship of the Parties. Each Party performs services hereunder as an independent contractor and nothing herein is construed as creating any other relationship between the Parties. The Client does not control the specific manner of performance of EHS's duties hereunder. In no event will Client exercise control and/or management over the employment, discharge, compensation and/or working conditions of any EHS personnel.

6.7 Notices. All notices, requests, demands and other communications which are required will be in writing and considered to be given if sent by registered or certified mail, and sent to the addresses set forth in the preamble to this Agreement.

6.8 Litigation. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER OR REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT. The Parties agree that any cause of action based on or arising out of this Agreement shall be commenced within one year of the date of the event, act, or omission giving rise to the cause of action, without regard to the date the event, act or omission is discovered. Any action not brought within that one-year time period will be barred, without further regard to any other limitations set forth by law or statute. The Parties further agree that, in the event of any litigation with regard to this Agreement, the prevailing Party, as determined by the court, will be entitled to recover from the non-prevailing Party all reasonable attorney and paralegal fees, costs, and expenses (at pre-trial, trial, and appellate levels).

6.9 Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability of the provision will not affect any other provision hereof.

6.10 Counterpart; Signatures. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitutes one and the same instrument. The Parties agree that signatures on this Agreement, as well as any other documents to be executed in connection with this Agreement may be delivered by facsimile or emailed PDF copy in lieu of an original signature, and that the Parties will treat facsimile or



emailed PDF signatures as original signatures.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement, effective as of the Effective Date.

**Premise Health Employer Solutions, LLC
on behalf of its affiliate eHealthScreenings**

City of Lamar Colorado

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A
Screening Request Form

Refer to separate attachment labeled as Exhibit A



Exhibit B
Terms and Conditions

A. GENERAL TERMS

1. Screenings will take place in a room large enough to compliment the amount of employees being screened. Client will provide sufficient tables, chairs, small trash containers and 110V outlets.
2. Client will provide a person to be designated as the site coordinator to serve as the main point of contact.
3. A 5-hour screening day per Wellness Technician is factored in with standard pricing. Requests for shortened screening event durations may be subject to additional fees at a rate of \$250.00 per extra Wellness Technician required to complete the requested number of screenings inside a shortened window.
4. Screening events conducted in Alaska and Hawaii will be billed at 1.5 times the standard rates.
5. Booked finger stick specific screening in the **state of Nevada** are subject to additional state specific fees to include \$350.00 permit per unique project and \$80.00 per hour for state health department event oversight.
6. The number of employees that can be screened per day will depend on staffing availability for each region.
7. If extensive travel is required defined as a distance greater than 40 miles roundtrip from the starting travel distance of assigned Wellness Technicians, a per mileage compensation not to exceed current federal regulated guidelines will be incorporated as a pass-through expense per Wellness Technician.
8. If extensive travel warrants hotel stays - hotels to be booked at pass through cost at reasonable/modest associated rates billable back to Client..
9. If event location requires paid parking this is not validated, pass-through parking expenses to be billed back to Client.
10. Screenings on weekends, holidays, and between the hours of 8pm and 7am including set up/ break down will incorporate an additional \$25 per hour, per Wellness Technician pass-through fee per event.
11. As a standard, events are requested to be scheduled six weeks in advance. Screening requests with less than six weeks advanced notice will be considered on a case by case basis and will depend on staff availability.

12. Each onsite Screening requires a screening minimum of 25 participants. Screening events with less than 25 participants can be accommodated with the caveat of a \$325.00 small site fee. An event with longer than a 1-hour break (multi-shift) in between Screenings will be considered a separate Screening and subject to the 25-participant minimum.
13. All events require a check-in table team member which can be staffed by Client or offered as an add-on service provided by EHS at a pass-through cost of \$200.00/event.
14. Custom programming Client specific requests to be offered at a billable rate of \$200.00/hour. Programming estimates to be provided to Client for review and approval prior to programming buildout.
15. All Screening packages include (NO ADDITIONAL COST):

Employee online risk reporting	Employee online results dashboard report
Onsite results overview session - finger stick only	Online animated educational videos
Corporate aggregate report - standard and cohort	Online corporate aggregate dashboard report
Data transfer following the EHS standard format	Customized event marketing material
Auto marketing campaigns	Online (mobile optimized) scheduling system
Online Send results to Doc service	Online project specific Client reporting
Client/Partner portal logo placement	Toll free customer service line
Assigned Project Management team	e.b.i.t system – www.ehealthscreenings.com/ebit
Screening event staffing	Wellness station privacy screens
Blood processing fees	Screening supplies
Medical waste removal and disposal	Shipping associated cost
Implementation fees	Project Setup fees

B. STANDARD PACKAGES AND PRICING

Panel Description	Per Participant
Signature Panel (ONSITE) – Includes Chem.30 panel(1), CBC panel(2), HbA1c, Height, Weight, Blood Pressure, BMI, Waist Circumference and Metabolic Syndrome package	\$68.00

(1)Chem. 30 Panel Includes: Total cholesterol, HDL, LDL, triglycerides, glucose, total/hdl ratio, ldl/hdl ratio, estimated CHD risk, VLDL, sodium, potassium, chloride,



carbon dioxide, iron, total protein, albumin, globulin, A/G ratio, calcium, phosphorus, BUN, creatinine, BUN/Creatinine ratio, alkaline phosphatase, ALT (SGPT), AST (SGOT), total bilirubin, LDH, GGT, and, uric acid

(2)CBC Panel Includes: Hematocrit; hemoglobin; mean corpuscular volume (MCV); mean corpuscular hemoglobin (MCH); mean corpuscular hemoglobin concentration (MCHC); red cell distribution width (RDW); percentage and absolute differential counts; platelet count (RBC); red cell count; white blood cell count (WBC), platelets, neutrophils, lymphs, monocytes, EOS, basos, neutrophils (absolute), lymphs (absolute), monocytes (absolute), EOS (absolute), basos (absolute)

C. SCHEDULING PROCESS

1. Client will be provided with a Screening Request Form that must be filled out and submitted for each Screening (Exhibit A).
2. Included in that form will be a section where a **minimum number** of employees must be established for each location. It is that number that EHS will use to establish the number of staff required for a Screening as well as how many supplies to order for each Screening. EHS will plan for that minimum number, plus an additional 10%. If a minimum of 200 employees is agreed upon as an example, EHS will provide enough supplies and staff available to screen up to 220 employees. Client will be financially responsible for the minimum number established – and the standard per person charges for actual usage for anything over the established minimum. Client will have ten (10) days prior to each event to adjust event minimums up or down (cut off date). Client will be financially responsible for committed minimums inside the stated ten (10) day window.
3. **For Venipuncture screens only:** If a location does not meet their minimum participation expectations, then EHS will provide a credit towards the cost of processing the blood sample: Lipid + Glucose \$5.00 per participant below the minimum and Full Chemistry Panel \$6.50 per participant below the minimum.
4. Upon receipt of a Screening Request Form, EHS will verify that staffing is available and inform Client of any additional costs that may be associated with Screenings (mileage, hotels, etc.) within 3-5 business days.
5. Once EHS has confirmed availability – EHS will confirm with a Client that the event is to be put into the system as a Screening. Once a Screening has been verified to book, all cancellation policies will apply.
6. EHS will provide support to site coordinator and Client as indicated.

D. SCREENING PROCESS (standard)

1. Once a Screening is verified, EHS will immediately secure staff and place the Screening into its system.
2. 4-6 weeks prior to the beginning of each Screening, EHS will release the scheduler and provide marketing templates to each client to be used as e-blasts or fliers unless requested by Client for an earlier or later release date.

3. EHS will also provide a “How it Works” document which provides a general overview of what to expect and how to prepare for a Screening.
4. EHS lead Wellness Technician will call the site contact 1-2 days before the Screening is scheduled to begin. He or she will confirm the address, screening times, and go over room specifications and set up.
5. EHS Wellness Technicians will arrive 30-60 minutes prior to each screening time and will require approximately 30 minutes following the completion of all Screenings to pack up.
6. EHS Wellness Technicians will transmit data securely into EHS’s system utilizing a tablet system. Employee risk reports are available in real-time for finger stick specific events and provided electronically for all methodologies and modalities within 2-5 business.
7. An online corporate aggregate dashboard report is available in real-time with 24/7 accessibility and an end of project corporate aggregate report provided 7-10 business days post project completion date.

E. EXPORT DATA

1. Where applicable, Client consents and authorizes EHS to export data, which may or may not contain protected health information to its third-party health and wellness program administrator.
2. Where applicable, Client warrants and represents that it has an executed business associate agreement with its third-party health and wellness program administrator and that data being transferred to it from EHS is for purposes of data analysis and health plan administration functions.
3. Where applicable, EHS agrees to transfer data to the third-party health and wellness program administrator in compliance with HIPAA. Client understands and acknowledges that transferred data will no longer be under EHS’s administrative and/or physical control and therefore, any loss of data by Client’s third-party health and wellness program administrator will not be any fault of EHS that would trigger a breach of agreement or indemnification claim under this Agreement.
4. **Third-Party Health and Wellness Program Administrator (COMPLETE ONLY IF APPLICABLE):**

Third Party Company Name:

Company Address:

Exhibit C
Business Associate Addendum

In performing Screenings, EHS (“Business Associate”) will receive protected health information (“PHI”), as that term is defined under the HIPAA Rules, as defined below, from and on behalf of Client’s health and welfare plan (“Covered Entity”). In accordance with the terms of the HIPAA Rules, Business Associate and Covered Entity agree to these business associate terms:

- 1. Definitions.** “Breach” shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security and privacy of the PHI, subject to the exclusions as provided in 45 C.F.R. § 164.402; “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI; “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164; “Individual” shall mean the person who is the subject of the PHI; “Protected Health Information” or “PHI” shall mean any information created or received by Covered



Entity, whether oral, electronic, or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and “Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. **Authorized Uses or Disclosures.** From time to time, Business Associate is providing aggregated reports to Covered Entity, or its designated wellness provider, containing PHI obtained from the services provided for the benefit of Covered Entity employees and/or spouses covered under the Covered Entity’s benefit plan (“Services”) and the terms of this Addendum apply solely with regard to such Services. This Business Associate Addendum does not apply to any other data EHS has access to or receives from Covered Entity under the Agreement. Business Associate will use or disclose PHI only for the purposes of performing the Services, for its proper management and administration or as required by law.
3. **Duties related to PHI.**
 - a. Business Associate agrees to only use and disclose PHI if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) of the Privacy Rule and not further use or disclose PHI provided or made available by Covered Entity other than as permitted or required by this Agreement or as required by applicable law or regulation.
 - b. Business Associate will limit any uses, disclosures, and requests for PHI to the minimum amount necessary to perform or fulfill a specific function required or permitted by this Agreement in accordance with the HIPAA Rules.
 - c. Business Associate will report to Covered Entity any use or disclosure of PHI that is not provided for or allowed by the HIPAA Rules and any Security Incident of which it becomes aware, and to assist in determinations relating to the notification process.
 - d. Business Associate will implement administrative, physical, and technical safeguards as required by applicable HIPAA Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - e. Business Associate will require any of its agents or subcontractors, or other third parties that are provided, maintain, create, and/or receive PHI on behalf of Covered Entity, to agree, in writing to be bound by the same restrictions, conditions and obligations that apply to Business Associate with respect to PHI.
 - f. Business Associate will make available to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including

policies and procedures, to the extent required for determining compliance with this Addendum and the HIPAA Rules.

- g. Business Associate will (i) forward to Covered Entity any requests it receives from an Individual where the Individual requests access to the Individual's PHI held by Business Associate, which request shall be responded to by Covered Entity; and (ii) maintain a record of accountable disclosures of PHI by Business Associate as required for Covered Entity to make an accounting to the Individual as required by the HIPAA Rules.

5. Breach Notification. In the event that Business Associate discovers that a Breach has occurred, Business Associate will notify the Covered Entity no later than thirty (30) days after discovering the Breach. Such notifications will include information regarding the nature of the Breach, including a description of what happened, the date of the Breach, and the date the Breach was discovered; specific elements of PHI that were subject to the Breach; and identification of each Individual who has been, or is reasonably believed by Business Associate to have been affected by the Breach. Business Associate will work with Covered Entity, promptly and as reasonably required by Covered Entity, to identify all individuals whose PHI has been breached, to gather any other information required to be reported under HIPAA Rules and to ensure that the cause giving rise to the Breach has been remediated.

6. Covered Entity Obligations. Covered Entity will notify Business Associate of: (i) any limitations in its Notice of Privacy Practices; (ii) any changes in, or revocation of permission by Individuals to use or disclose PHI; and (iii) any arrangements permitted or required of the Covered Entity under the HIPAA Rules that may impact in any manner the use and/or disclosure of PHI by Business Associate.

7. Term and Termination.

- a. This Addendum is effective on the Effective Date of the Agreement.
- b. This Addendum will terminate when the Agreement terminates or if Covered Entity determines that Business Associate has violated a material term of this Addendum, or applicable law, that is not cured within thirty (30) days after delivery of notice of the specific violation(s) to Business Associate.
- c. Upon termination or expiration of this Addendum, Business Associate will return to Covered Entity any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form whatsoever, including any copies or replicas. Should the return or destruction of the PHI be determined by Business Associate to not be feasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by the Covered Entity, and any further use or disclosure of the PHI by Business

Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

8. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The Parties agree to take such action as is necessary to comply with the standards and requirements of the HIPAA Rules and other applicable laws relating to the security or confidentiality of PHI.
9. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Agenda Item No. 7

Council Date: 6/12/23

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: SECED Residential Development Assistance Request

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

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Stephanie Strube, Kristin Schwartz

BACKGROUND:

At the Southeast Colorado Enterprise Development, Inc's (SECED) request, the City of Lamar invested \$69,813.87 of its American Rescue Plan Act (ARPA) funds in November, 2021 to join SECED's effort to build new attainable housing in its six member counties. SECED's contractor is completing the three planned single-family housing units on Eighth Street. SECED has submitted a request for additional assistance under our residential development/construction program. Begun in 2020 and reauthorized in 2021, the program offers separate incentives to entities creating new subdivisions and building homes. SECED is asking for assistance to complete the curb and gutter requirement. The request is for up to \$5,000 per home for a total of \$15,000.

RECOMMENDATION: Approve request or whatever action the Council deems appropriate.

City of Lamar, Colorado

RESIDENTIAL DEVELOPMENT/CONSTRUCTION ASSISTANCE APPLICATION

Business Name Southeast Colorado Enterprise Development, Inc. (SECED, Inc.)

Contact Person Stephanie Gonzales

Business Address 112 W Elm Street, Lamar CO 81052

Business Phone 719-336-3850 Cell Phone 719-688-0799

Email Address seced@seced.net

Applicant is: Individual Business Non-Profit Other _____

Request for assistance in completing a residential development
Number of lots planned: 5 Are plans final? Yes
Additional Notes: _____

Request for assistance in constructing residential housing
Number of units planned: _____ Type of residential housing _____
Are plans final? _____
Additional Notes: _____

ATTACHMENTS TO BE SUBMITTED:

(Note to applicant(s): Every application must include the following attachments. It is intended that the following information be provided in narrative form)

1. Introductory Section – brief explanation of project scope, timetable, project principles/contractors, and other details.
 - In 2022, a survey to create a 14-lot subdivision was paid for by the Southeast Workforce Housing Project which created the Langston Heights Subdivision for the purpose of residential development. Five of those lots were purchased by SECED for the purpose of building single family homes. The remaining lots remain as the property of Southeast Investments, LLC.
 - The City's requirement to install curb and gutter has been discussed and reviewed with the City Engineering firm JVA. At this time the 5 lots owned by SECED would cause drainage issues along 8th Street especially affecting the properties to the north that sit below the street profile if curb and gutter is installed in front of the property. The curb and gutter and street will need to be expanded to meet profiles and repaved. **Because our current buyers of the homes are on rate lock with their mortgage companies, awaiting the completion of their homes, SECED is requesting that curb and gutter not be required/delayed until a time the City rebuilds 8th Street to allow for curb and gutter to be installed in a properly that would not cause damage to properties north of the development.** These homes are an existing condition that prohibit the proper installation of curb and gutter at this time.
 - Currently with only 3 of the possible 8 lots in the subdivision being built will require additional street cuts into 8th Street. SECED is paying for street cuts for water service as required by the City. Once these street cuts are complete, if the City would elect to repave and rebuild the street curb

and gutter could be considered for the entirety of the project and 1000' north of the project to a new storm water system which is needed to prevent flooding of property to the north.

- The This requirement poses a challenge for funding to SECED and is currently outside of the capacity of the SECED budget because of the required upgrades to the remainder of 8th Street which would be necessary to prevent runoff issues to the properties north of the subdivision that were built without curb and gutter, and which currently sit below the profile of existing street.

2. Project Budget – total budget for project, including:

- All sources of funding indicating whether funding is firm or requested/tentative:
- Funding for the project came from the 16 local participating municipalities. The City funding contribution only partially covered costs for land acquisition. The remaining funds for tap fees, surveying, architect, gas extensions, and engineering were paid by the additional funds of the other 15 local governments including Prowers County.
- SECED was instructed that the City had engineered the 8th Street and plans and profiles for curb and gutter. It was later discovered these plans did not exist. Therefore, without the planning of an entire street project this portion of the curb and gutter is not able to have accurate cost estimates. These plans were requested prior to the mobilization of concrete crews for the project. Our crews quoted \$85/per foot or \$22,100 for the curb and gutter for our portion (260') of the street.
- The mobilization of concrete contractors was also missed because of the lack of engineering available to construct when foundations were poured. Our team requested plans for the curb and gutter on November 29, 2022. A cut sheet was only provided on December 6, 2022. This was not adequate to allow for construction under the construction of the homes timeline. City staff later informed our team that the city would provide elevations from the GIS department, but these were never provided.
- SECED presented the City Engineer with our concerns and storm water calculations on March 5, 2023. These storm water calculations are for the 260' of curb and gutter discharging the sheet runoff to the north of our property. JVA reviewed our concerns and concurred that by capturing street flows in curb and gutter in front of our property and discharging at the end of the curb line would highly likely flood the properties to the north during a 2" storm event.
- SECED has deferred the \$5,000 per lot economic incentive that was discussed to assist originally assist with tap fees and other development costs. These were planned in our proforma for the entire project. However, SECED has now paid fees to ensure the project's continued on time for future buyers who are currently on rate lock with their mortgage companies. **SECED respectfully requests the \$25,000 incentive funds are escrowed and used towards the rebuilding of 8th Street at a time the City deems appropriate to repave and add curb and gutter to the entire remainder of 8th Street.**
- The \$25,000 could also be used as grant leverage. SECED approached all the communities in the CDOT region about an MMOF grant. Unfortunately, these funds could have covered 100% but were not applied for but by two different communities. This grant now requires a 25% match. The escrowed incentive funds could also be leverage as match to further the completion of additional curb and gutter and sidewalks north of the development if the City decides to pursue this in the future. SECED is the Southeast TPR and a liaison to these funds.

3. A complete business plan if proposing a new development/build project.

- The SE Workforce housing build delivered 83 affordable workforce housing units across the six county region at price points of \$175 Sq ft. this was only possible by the regional collaboration of the 16 local governments. SECED owns 2 more lots in Lamar and hopes to build additional housing in the future. This project has created capacity to build additional units not just at the property but in additional partnership with the City in the future.

SUBMISSION OF ACKNOWLEDGEMENT

The information contained herein is true, complete and correct to the best of my knowledge. I have the authority to apply for assistance from the City of Lamar on behalf of the entity described herein and will ensure that the improvements will be maintained should the business default. I understand that this information may be made for public review. By signing below, the undersigned agrees that any false statement in this record may subject the applicant to be eliminated from consideration.

Name of Business: Southeast Colorado Enterprise Development, Inc.

Name and Title: Stephanie Gonzales, Executive Director

Signature: 

Date: June 1, 2023

Agenda Item No. 8

Council Date: June 12, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Land Purchase Agreement with Edgar Rolando De Leon Vasquez

INITIATOR: Robert Evans

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Authorize the purchase of land located at 508 S. 6th St., Lamar Colorado

STAFF INFORMATION SOURCE: Robert Evans, City Administrator

BACKGROUND:

Holmes and Parmenter BLK 48, Lots 4-5-6, According to the Recorded Plat Thereof, City of Lamar, Colorado 81052, County of Prowers.

The lots located at 508 S. 6th St. are directly across from the city's Community Building. This location has long been considered as having potential to alleviate some of the congestion that happens during the larger events held at the Community building. Negotiations were conducted after guidance was given and a tentative agreement was agreed upon.

RECOMMENDATION: Approve the purchase of the land from Edgar Rolando De Leon Vasquez.



Wilson Realty
204 South 2nd Street Lamar, CO 81052
Sharon Wilson sharonewilson4@gmail.com
Ph: 719-688-2925

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 5/9/2023

1. PARTIES, PROPERTY. Edgar Rolando De Leon Vasquez, (Seller), and City of Lamar, (Buyer), engage Bison Title Co., (Closing Company), who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 508 S 6th Street, Lamar, CO 81052, and more fully described in the Contract to Buy and Sell Real Estate, dated 05/09/2023, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company **Agrees** **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company **Agrees** **Does Not** agree to furnish copies of Exceptions.

3. INFORMATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to, deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. PREPARATION OF DOCUMENTS. The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

4.1 Deed. If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

44 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract
45 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
46 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
47 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is
48 recommended that it be reviewed and approved by their respective attorneys.

49 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
50 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
51 Closing Statements will be prepared in accordance with the Contract and written instructions from the
52 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
53 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
54 Agreement to Amend/Extend Contract.

55 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 250.00 for providing closing and
56 settlement services (Closing Fee).

57 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
58 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
59 §§10, 11 and 12.

60 **7. DISBURSER.** Closing Company must disburse all funds, including real estate commissions,
61 except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company
62 or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can
63 assure that payoff of loans and other disbursements will actually be made.

64 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
65 Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an
66 account specified by Seller, at Seller's expense Closing Company's trust account check.

67 **9. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime
68 Buyer or Seller is supplying confidential information, such as social security numbers, bank account
69 numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or
70 in another secure manner.

71 **10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date
72 set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to
73 return all documents, monies and things of value to the depositing party, upon which Closing Company
74 will be relieved from any further duty, responsibility or liability in connection with these Closing
75 Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by
76 Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's
77 lender.

78 **11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute),
79 if the Earnest Money is being held by Closing Company and has not already been returned following
80 receipt of a Notice to Terminate or other written notice of termination, Closing Company must release
81 the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such
82 release of Earnest Money must be made within five days of Closing Company's receipt of the written
83 mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

84 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
85 (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest
86 Money, Closing Company is not required to take any action. Closing Company, at its option and sole
87 subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest

88 Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal
89 fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a
90 Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
91 lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing
92 Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does
93 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing
94 Company must disburse the Earnest Money pursuant to the Order of the Court.

95 **13. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing
96 Instructions must be in writing and signed by Buyer, Seller and Closing Company.

97 **14. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
98 will submit any required Change in Ownership form or registration of existing well form to the Division of
99 Water Resources in the Department of Natural Resources (Division), with as much information as is
100 available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required
101 form.

102 **15. FIRPTA AND COLORADO WITHHOLDING.**

103 **15.1 FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any
104 reasonably requested documents to determine Seller's foreign person status. If withholding is required,
105 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it
106 to the Internal Revenue Service.

107 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any
108 reasonably requested documents to determine Seller's status. If withholding is required under
109 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's
110 proceeds and remit it to the Colorado Department of Revenue.

111 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
112 Colorado Real Estate Commission.)

113 [See Colorado Contract](#)

114 **17. COUNTERPARTS.** This document may be executed by each party, separately, and when each
115 party has executed a copy, such copies taken together are deemed to be a full and complete contract
116 between the parties.

117 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this
118 transaction, copies of all signed documents that such real estate brokers are required to maintain
119 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both
120 Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers
121 involved in the transaction.

122 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**


123 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in
124 writing, except as provided in §19.2 and is effective when physically received by such party.

125 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
126 electronic form to another party at the electronic address of the recipient by facsimile, email or
127 [CTM](#).

128 **19.3 Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by:

129 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the
130 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile
131 number (Fax No.) of the recipient.

132 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are
133 governed by and construed in accordance with the laws of the State of Colorado that would be
134 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.




Buyer: **City of Lamar**
By: **Kirk Crespin, Mayor at Large**

Address: 102 E Parmenter
Lamar CO 81052
Phone No.: 719-336-3272
Fax No.:
Email Address: kirk.crespin@ci.lamar.co.us

Buyer: _____ Date: _____

Address:
CO
Phone No.:
Fax No.:
Email Address: robert.evans@ci.lamar.co.us



Seller: **Edgar Rolando De Leon Vasquez**

Address: 3650 South Grant
Englewood CO 80113
Phone No.: 720-838-5280
Fax No.:
Email Address: edgar@unleadedgroup.com

Seller: _____ Date: _____

Address:

Phone No.:

Fax No.:

Email Address:

Closing Company's Name: [Bison Title Co.](#)

By:

Authorized Signature

Title:

Address: [121 South Main](#)
[Lamar, CO 81052](#)

Phone No.: [719-336-2242](#)

Fax No.: [719-336-2581](#)

Email Address: bisontitleco@bresnan.net

CL8-5-19. CLOSING INSTRUCTIONS

- ©2022 MRI Software LLC - All Rights Reserved



Wilson Realty
 204 South 2nd Street Lamar, CO 81052
 Sharon Wilson
 sharonewilson4@gmail.com
 Ph: 719-688-2925

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- Property with No Residences)**
 Property with Residences-Residential Addendum Attached)

Date: 5/9/2023

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** City of Lamar (Buyer) will take title to the Property described below as **Joint Tenants**
 Tenants In Common **Other** TBD.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** Edgar Rolando De Leon Vasquez (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Prowers, Colorado (insert legal description):

HOLMES & PARMENTER BLK 48 LOTS 4-5-6

known as: 508 S 6th Street, Lamar, CO 81052

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**

None

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

None

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

None

2.6. Exclusions. The following items are excluded (Exclusions):

Seller's Personal Property

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

None

Any deeded water rights will be conveyed by a good and sufficient None deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

None

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is None.

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

None

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

The Buyers will be responsible for obtaining any water, gas, electric and sewer taps to the property.

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59pm
2	§ 4	Alternative Earnest Money Deadline	5/30/2023 Tuesday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	6/12/2023 Monday
4	§ 8	Record Title Objection Deadline	6/15/2023 Thursday
5	§ 8	Off-Record Title Deadline	6/12/2023 Monday
6	§ 8	Off-Record Title Objection Deadline	6/15/2023 Thursday
7	§ 8	Title Resolution Deadline	6/16/2023 Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	<u>n/a</u>
		Owners' Association	
9	§ 7	Association Documents Deadline	<u>n/a</u>

10	§ 7	Association Documents Termination Deadline	<i>n/a</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	5/30/2023 Tuesday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>n/a</i>
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>n/a</i>
23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
29	§ 8	Mineral Rights Examination Deadline	5/30/2023 Tuesday
30	§ 10	Inspection Termination Deadline	6/1/2023 Thursday
31	§ 10	Inspection Objection Deadline	5/30/2023 Tuesday
32	§ 10	Inspection Resolution Deadline	6/5/2023 Monday
33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>
34	§ 10	Due Diligence Documents Delivery Deadline	6/12/2023 Monday
35	§ 10	Due Diligence Documents Objection Deadline	6/15/2023 Thursday
36	§ 10	Due Diligence Documents Resolution Deadline	6/16/2023 Friday
37	§ 10	Environmental Inspection Termination Deadline	<i>n/a</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>
39	§ 10	Conditional Sale Deadline	<i>n/a</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
		Closing and Possession	
43	§ 12	Closing Date	6/26/2023 Monday

44	§ 17	Possession Date	<i>upon closing and delivery of deed</i>
45	§ 17	Possession Time	<i>upon closing and delivery of deed</i>
46	§ 27	Acceptance Deadline Date	5/24/2023 Wednesday
47	§ 27	Acceptance Deadline Time	5:00pm
48			
49			

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 30,000.00	
2	§ 4.3.	Earnest Money		\$ 500.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 29,500.00
10		Total	\$ 30,000.00	\$ 30,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$*n/a* (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a personal check, will be payable to and held by Bison Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes

disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment **Will** **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer**

Seller One-Half by Buyer and One-Half by Seller Other *n/a*.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO

DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by **Seller** **Buyer**, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,

GEOHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) **New Improvement Location Certificate (New ILC)**; or, (2) **New Survey** in the form of n/a; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. **Seller** **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: **Seller** **Buyer** or:
n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- 10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.4.2.** Property tax bills for the last years;
- 10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.4.5.** Operating statements for the past years;
- 10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;
- 10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- 10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- 10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- 10.6.1.4.13.** Other:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this

Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or **TBD**, at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by **TBD** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as *n/a*. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions **Are**
 Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Wilson Realty.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed *n/a* deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any

governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

Water Stock/Certificates Water District

Augmentation Membership Small Domestic Water Company n/a

and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

Taxes for the Calendar Year Immediately Preceding Closing

Most Recent Mill Levy and Most Recent Assessed Valuation, **Other**

16.1.2. Rents. Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and

n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 50 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

20.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of

Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable

unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or **CTM**.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

No minerals are included.

Building permits are required in Lamar.

Utility taps and fees are the buyer's responsibility.

No utilities are included.

30. OTHER DOCUMENTS.


30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

None

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

None

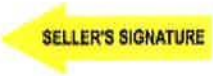
Signatures



Buyer: **City of Lamar**
 By: **Kirk Crespin, Mayor at Large**

Address: **102 E Parmenter Lamar CO 81052**
 Phone: **719-336-3272** Fax:
 Email Address: **kirk.crespin@ci.lamar.co.us**

[NOTE: If this offer is being countered or rejected, do not sign this document.]



Seller: **Edgar Rolando De Leon Vasquez**

Address: **3650 South Grant Englewood CO 80113**
 Phone: **720-838-5280** Fax:
 Email Address: **edgar@unleadedgroup.com**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Wilson Realty**

Brokerage Firm's License #: **EC100071975**



Date: **5/9/2023**

Broker's Name: **Sharon Wilson**

Broker's License #: **ER100015920**

Address: **204 South 2nd Street Lamar, CO 81052**

Ph: **719-688-2925** Fax: Email Address: **sharnewilson4@gmail.com**

B. Broker Working with Seller

Broker Does Does Not (CIR) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Transaction-Broker (CIR) in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other

(CIR)

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Wilson Realty**

Brokerage Firm's License #:

Broker:



Date: 5/9/2023

Broker's License #:

Address: **204 South 2nd Street Lamar, CO 81052**

Ph: **719-688-2925** Fax: Email Address: **sharonewilson4@gmail.com**

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2022 MRI Software LLC - All Rights Reserved



Wilson Realty
204 South 2nd Street Lamar, CO 81052
Sharon Wilson sharonwilson4@gmail.com
Ph: 719-688-2925

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (DD25-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.


Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.


THIS IS NOT A CONTRACT.

I acknowledge receipt of a copy of this document on **05/09/2023**.



Signature: **City of Lamar**
By: Kirk Crespin, Mayor at Large

On **05/09/2023**, Broker provided **buyers** with this document via **CTM** and retained a copy for the Broker's records.
Brokerage Firm: **Wilson Realty**

Broker:  Date: **5/9/2023**
Sharon Wilson

(DD25-5-09) DEFINITIONS OF WORKING RELATIONSHIP

- ©2022 MRI Software LLC - All Rights Reserved



Wilson Realty
204 South 2nd Street Lamar, CO 81052
Sharon Wilson sharonewilson4@gmail.com
Ph: 719-688-2925

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SWA35-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SOURCE OF WATER ADDENDUM
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: 5/9/2023

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated 5/9/2023 (Contract), for the purchase and sale of the Property known as No. **508 S 6th Street, Lamar, CO 81052**

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property:

[Select and complete 1, 2 or 3 as applicable.]

2.1 The Property's source of water is a Well. Well Permit #:
If a well is the source of water for the Property, a copy of the current Well Permit Is Is Not attached. (clr)

2.2 The Water Provider for the Property can be contacted at:
Name:
Address:
Web Site:
Phone No.:

2.3 There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

Buyers, at buyer's expense, are responsible for purchase of all utility fees, taps and material. No utilities are included.

Complete this addendum and click **SAVE** (blue button). (It can be partially saved) Once completed, sign in the gray signature box and click **Save** (below the signature box). Once this document is signed, it will be **locked**, nothing can be modified.

You MUST click SAVE here after typing any data.



NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

SELLER'S SIGNATURE

[Empty signature box for seller]

Seller: **Edgar Rolando De Leon Vasquez**

42

43 Seller: _____ Date: _____

44

45

[Empty signature box for buyer]

← BUYER'S SIGNATURE

46

Buyer: **City of Lamar**
By: Kirk Crespin, Mayor at Large

47

48 Buyer: _____ Date: _____

49

SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. - ©2022 MRI Software LLC - All Rights Reserved



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDB24-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

or real estate which substantially meets the following requirements:

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

View as PDF (/api/esignature/Print/False/False/False/False/d0add127-911d-46f8-967f-0e145694b2dc)

Save PDF (/api/esignature/Print/False/False/False/True/d0add127-911d-46f8-967f-0e145694b2dc)

BDB24-10-19, BROKERAGE DISCLOSURE TO BUYER

Page 1 of 2

? Help

CHECK ONE BOX ONLY:

- Customer.** Broker is the seller's agent seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.
- Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.
- Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____

Buyer _____

Buyer _____

Buyer _____

Buyer _____

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: _____

Sharon Wilson
Broker _____

Sign as someone else

View as PDF (/api/esignature/Print/False/False/False/False/d0add127-911d-46f8-967f-0e145694b2dc)

Save PDF (/api/esignature/Print/False/False/False/True/d0add127-911d-46f8-967f-0e145694b2dc)

Help

Agenda Item No. 9

Council Date: June 12, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

Discussion of Resolution No. 22-04-02 – “A Resolution Establishing a New Residential Development and Construction Incentive Program for the City

ITEM TITLE: of Lamar

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

ACTION PROPOSED: Discuss Resolution

STAFF INFORMATION SOURCE: City Administrator, Community Development Director

BACKGROUND:

Discuss Resolution No. 22-04-02 and clarify the meaning of SECTION ONE.

RECOMMENDATION: Discussion and clarification.

RESOLUTION NO. 22-04-02

A RESOLUTION ESTABLISHING A NEW RESIDENTIAL DEVELOPMENT AND CONSTRUCTION INCENTIVE PROGRAM FOR THE CITY OF LAMAR

WHEREAS, the City Council of the City of Lamar, Prowers County, Colorado (hereinafter the "City Council"), is acutely aware of the economic conditions in the City and County, including the absence of the development and construction of new housing units; and

WHEREAS, the City Council has been informed and advised that it would be in the best interests of the City and its residents to promote and facilitate the construction of new residential housing units in the City as new construction is virtually at a stand-still with few or no residential permits being applied for and issued; and

WHEREAS, the City Council has reviewed methods of relief and assistance to property owners, developers, and contractors to assist, induce and increase the construction activities for new residential developments and structures in the City; and

WHEREAS, the City Council, based upon its review of conditions, including current City Permit Fee Rate Schedules for the various fees charged for construction of residential structures in the City, and all other available information, has concluded that sufficient circumstances exist for the establishment of a residential development and construction incentive program for the City. Further, that new residential construction and development will assist the over-all economy of the City and County and will improve property values and assist in the maintenance of property values throughout the jurisdiction; and

WHEREAS, the City Council has determined that it is appropriate, advisable, and in the best interests of the residents of the City of Lamar to enact and approve a residential development and construction incentive program pertaining to construction and completion of new residential housing structures and developments in the City and to aid and assist property owners, developers and/or contractors so constructing such new residential developments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMAR, PROWERS COUNTY, COLORADO, AS FOLLOWS:

SECTION ONE: That there is hereby established a ***RESIDENTIAL DEVELOPMENT AND CONSTRUCTION INCENTIVE PROGRAM*** to promote the construction of new housing units in the City of Lamar. The temporary policy established herein shall remain in full force and effect for a period of one (1) year from the date of adoption or until amendment or repeal by appropriate legislative action of the Lamar City Council.

SECTION TWO: The residential development and construction incentive program established hereby be implemented instantly by the City of Lamar City Administrator with the assistance of all applicable City departments. For purposes of the policy established hereby, the

following permit fees and/or charges are specifically waived by fifty percent (50%) for all new residential home construction. namely:

A. Residential Building Permit

That the City Building and Planning Department shall hereafter under the established incentive program, waive fifty percent (50%) of all residential building permit charges for each applicant for a new residential housing structure. However, all new residential construction shall adhere to all inspection requirements and the like and shall still require the issuance of the required permit. Further, all other requirements of the City and Applicant pursuant to the relevant and pertinent provisions of Lamar City Ordinances and City Code provisions shall remain in full force and effect, including compliance with such Code and Ordinance provisions for construction and improvements as well as inspection and review responsibilities of the City in the course of construction activities and improvements.

SECTION THREE: That for all new residential developments, consisting of at least three (3) lots but not more twenty (20) lots, that requires the installation of some or all public infrastructure improvements. Public Improvements means any land and improvements thereon dedicated to the public and accepted by the City, including street(s), curb, storm sewer, sanitary sewer, water main, taps, service extensions, meters, electric, open space and all other public improvements that are required by the City. Shall be offered the following incentive program:

- A. The City shall participate in the installation of public improvements for up to fifty percent (50%) of the cost of all public improvements required by the City, or \$5,000 per lot, whichever is less. The City acknowledges that all developments are unique and require different types of public improvements, therefore, the City shall maintain sole discretion as to the type of public improvements constructed by the City, as some improvements may be outside of the ability of the City to provide. It shall be the responsibility of the petitioner to gather all public improvement costs associated with the development and present same to the City for consideration.

SECTION FOUR: This incentive program shall be available to any petitioner (developer, builder, contractor, individual, entity, or group) who requests to participate in this incentive program, and meets the requirements as outlined herein. This program will be conditioned upon the petitioner providing a binding DEVELOPER COMMITMENT agreement to the City that guarantees the construction of one hundred percent (100%) of the project. The agreement shall constitute an encumbrance on the property and allow the City of Lamar to file a lien on the property that will guarantee the project moves forward and home sites become available for construction. The DEVELOPER COMMITMENT is intended to guarantee the construction of the development, and all required public improvements as public funds are assisting in the construction of public improvements. This contractual arrangement with the City is not intended to hinder or otherwise detract from this incentive program, rather safeguard the expenditure of public funds.

SECTION FIVE: The City Administrator is hereby authorized and directed to provide this incentive program to any petitioner who qualifies for same, and to establish the procedures to effectuate the process.

SECTION SIX: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION SEVEN: That an emergency exists for the immediate taking effect of this Resolution by virtue of the economic and real estate market conditions presently in existence and as described herein,

RESOLVED THIS _____ DAY OF APRIL, 2022, BY THE CITY COUNCIL OF THE CITY OF LAMAR, PROWERS COUNTY, COLORADO.

**CITY OF LAMAR, PROWERS COUNTY,
COLORADO, MAYOR**

KIRK CRESPIAN, MAYOR

ATTEST:

Linda Williams, City Clerk

Agenda Item No 11

Council Date 6/12/23

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

ITEM TITLE: Executive Session - For Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f)

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: The executive session is to discuss a personnel matter under C.R.S. §24-6-402(4)(f) for discussion with City Administrator.

RECOMMENDATION:



CITY OF LAMAR

102 E. Parmenter St., Lamar, CO 81052-3299
 Phone - 719.336.4376 • Fax - 719.336.2787

2023 UTILITY REVENUE REPORT

<u>MONTHLY</u>	<u>MAY 2023</u>	<u>MAY 2022</u>	<u>%</u>
ELECTRICITY:	\$915,128.18	\$917,105.70	-0.22%
SEWER:	\$42,900.71	\$43,475.54	-1.32%
TRASH:	\$148,322.69	\$133,766.93	10.88%
WATER:	\$155,615.42	\$183,248.23	-15.08%
MONTHLY TOTAL	\$1,261,967.00	\$1,277,596.40	-1.22%

	<u>2023</u> <u>YEAR TO DATE</u>	<u>2022</u> <u>YEAR TO DATE</u>		<u>%</u>
ELECTRICITY:	\$4,890,446.03	\$4,645,337.79		5.28%
SEWER:	\$215,020.70	\$217,137.04		-0.97%
TRASH:	\$680,332.63	\$640,315.37	\$652,789.37 4.21%	6.25%
WATER:	\$514,453.50	\$564,467.17		-8.86%
YTD TOTAL	\$6,300,252.86	\$6,067,257.37	\$6,079,731.37 3.63%	3.84%

CITY OF LAMAR

Sales of Water, Sewer and Garbage

May-23

May-22

DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET	DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET
Residential Sales	2,875	\$ 84,146.55	3,593,308	Residential Sales	2,835	\$ 97,341.35	4,279,706
City Commercial Sales	555	\$ 55,659.61	2,734,900	City Commercial Sales	539	\$ 65,982.84	3,326,563
TOTAL CITY	3,430	\$ 139,806.16	6,328,208	TOTAL CITY	3,374	\$ 163,324.19	7,606,269
Rural Residential Sales	129	\$ 8,326.01	183,175	Rural Residential Sales	121	\$ 11,907.35	297,903
Rural Commercial Sales	17	\$ 6,361.25	204,574	Rural Commercial Sales	17	\$ 7,088.69	244,322
TOTAL RURAL	146	\$ 14,687.26	387,749	TOTAL RURAL	138	\$ 18,996.04	542,225
TOTAL WATER SALES	3,576	\$ 154,493.42	6,715,957	TOTAL WATER SALES	3,512	\$ 182,320.23	8,148,494
Connects and Service Billed	17	\$ 342.00		Connects and Service Billed	13	\$ 268.00	
Connects and Service Paid		\$ 780.00		Connects and Service Paid		\$ 660.00	
TOTAL WATER REVENUE		\$ 155,615.42		TOTAL WATER REVENUE		\$ 183,248.23	
Total Consumption YTD	→→→→→	→→→→→	12,877,780	Total Consumption YTD	→→→→→	→→→→→	14,115,804
Sewer	3,357	\$ 42,900.71		Sewer	3,360	\$ 43,475.54	
TOTAL SEWER REVENUE		\$ 42,900.71		TOTAL SEWER REVENUE		\$ 43,475.54	
TOTAL WATER/SEWER REVENUE		\$ 198,516.13		TOTAL WATER/SEWER REVENUE		\$ 226,723.77	
INFORMATION ONLY				INFORMATION ONLY			
Fairmount Cemetery	2	\$ 5,102.44	296,594	Fairmount Cemetery	2	\$ 9,003.94	526,117
City Departments	52	\$ 11,155.94	572,452	City Departments	52	\$ 14,209.09	758,338
TOTAL CITY COST	54	\$ 16,258.38	869,046	TOTAL CITY COST	54	\$ 23,213.03	1,284,455
Garbage Billed	4,281	\$ 95,463.00		Garbage Billed	4,276	\$ 95,716.83	
Rolloff charges billed thru U/B	25	\$ 13,901.50		Rolloff charges billed thru U/B		\$ 10,582.00	
Cardboard Run Billed	61	\$ 2,241.61		Cardboard Run Billed	57	\$ 2,214.50	
Landfill charges billed thru AR	67	\$ 15,528.60		Landfill charges billed thru AR		\$ 12,562.00	
Rolloff charges billed thru AR	15	\$ 14,013.98		Rolloff charges billed thru AR		\$ 8,790.60	
TOTAL GARBAGE BILLED		\$ 141,148.69		TOTAL GARBAGE BILLED		\$ 129,865.93	
Landfill/Transfer station/Prepaid Demos		\$ 6,008.00		Landfill/Transfer station/Prepaid Demos		\$ 3,439.00	
Rolloff charges prepaid at complex		\$ 1,166.00		Rolloff charges prepaid at complex		\$ 462.00	
TR CON/DISC Paid due to 2mos non pay				TR CON/DISC Paid due to 2mos non pay			
TOTAL GARBAGE REVENUE		\$ 7,174.00		TOTAL GARBAGE REVENUE		\$ 3,901.00	
TOTAL TRASH		\$ 148,322.69		TOTAL TRASH		\$ 133,766.93	

STAGE 1 MANDATORY WATER USE GUIDELINES

STAGE 1 MANDATORY WATER USE GUIDELINES

INFO FROM WA PERIOD BILLING

SUMMARY	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CIW - COM - IN WINTER READ	28	14,231	508	564.48
CI - COM - IN TOWN	382	899,851	2,356	20,892.05
CO - COM - OUT TOWN	14	163,804	11,700	4,676.75
CWI - COM - CAR WASH - IN TOWN	4	67,408	16,852	1,220.16
GIW - GOVT - IN WINTER READ	2	19,010	9,505	425.62
GI - GOVT - IN TOWN	116	1,642,794	14,162	30,645.68
GO - GOVT - OUT TOWN	2	17,789	8,895	866.56
NI - NON PRF - IN TOWN	23	91,606	3,983	1,911.62
NO - NON PRF - OUT TOWN	1	22,981	22,981	817.94
RIW - RESI - IN WINTER READ	5	2,191	438	69.83
RI - RESI - IN TOWN	2,870	3,591,117	1,251	84,076.72
RO - RESI - OUT TOWN	129	183,175	1,420	8,326.01
	3,576	6,715,957	1878	154,493.42

INFO FROM MC PERIOD BILLING SUMMARY			
J/E	# Cust Billed	Total Charges	
WA CON BILLED	15	300.00	
WA DISC BILLED	3	42.00	
		342.00	
INFO FROM 61-340-344-3446			
C/R	# Cust Paid	Total Charges	
WA CON PAID	39	780.00	
WA DISC PAID			780.00

INFO FROM 61-340-344-3446

CONNECTS & SERV BILLED - J/E	342.00		
CONNECTS & SERV BILLED - C/R	780.00		

INFO FROM SW PERIOD BILLING

SUMMARY	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CI - COM IN TOWN	403			6,948.38
CO - COM - OUT TOWN	11			370.07
CWI - COM - CAR WASH - IN TOWN	4			470.88
GI - GOVT - IN TOWN	54			1,316.78
NI - NON PRF - IN TOWN	22			311.18
NO - NON PRF - OUT TOWN	1			22.64
RI - RESI - IN TOWN	2,803			30,749.49
RO - RESI - OUT TOWN	59			2,711.29
	3,357			42,900.71

INFO FROM TR PERIOD BILLING SUMMARY

CI - COM - IN TOWN	646	24,219.31
CO - COM - OUT TOWN	61	3,602.71
GI - GOVT - IN TOWN	103	4,776.50
NI - NON PRF - IN TOWN	24	701.25
NO - NON PRF - OUT TOWN	1	0.00
RI - RESI - IN TOWN	3,333	59,048.89
RO - RESI - OUT TOWN	113	2,979.34
	4,281	95,328.00

INFO FROM CB PERIOD BILLING SUMMARY

CI - COM - IN TOWN	54	1,829.61
CO - COM - OUT TOWN	5	231.75
GI - GOVT - IN TOWN	2	180.25
	61	2,241.61

TR33- Misc Charge & Adjustments (Report with rolloff billing)		#
*Extra Trash Pickup Billed	135.00	4
*Extra Cardboard Pickup Billed	-	
*Rolloffs Billed Thru Utility Billing	13,901.50	25
*Trash Con/Disc billed due to 2mos nonpay		
*Extra Trash picked billed for previous month(March)		
*Other Trash/Rolloff billed/adjustments thru Utility Billing	(22.52)	
ADJUSTMENT GARBAGE (on MC page)	14,013.98	TOTAL MISCELLANEOUS CHARGES \$
		14,013.98

(-)AR rolloff billing sent to collections
1,848.00

INFO FROM GL# 41-311-348-3482

ROLLOFFS BILLED THRU A/R	INV	15	17,376.60
ROLLOFFS PREPAID AT COMPLEX	C/R	3	1,166.00
TRASH CON/DISC PAID DUE TO NONPAY	C/R		18,542.60

INFO FROM GL# 41-311-348-3484

LANDFILL CHARGES BILL THRU A/R	INV	67	15,528.60
LANDFILL/TRASH PREPAID AT COMPLEX	C/R		-
			15528.60

INFO FROM 41-311-348-3498

LANDFILL FEES PAID AT THE GATE	\$	5,931.00
TRANSFER STATION FEE PAID AT GATE	\$	77.00
DEMOS PREPAID AT COMPLEX	\$	-
DEMOS BILLED THRU A/R	INV	-
	0 \$	6,008.00