

There will be a
City Council Work Session Monday

April 8, 2024

@ **5:30 P.M.**

A **Lamar Redevelopment Authority**

Board Meeting will follow

@ **6:45 P.M.**

The **Regular City Council Meeting**

will follow at

@ **7:00 P.M.**

**CITY COUNCIL
WORK SESSION AGENDA**

Monday, April 8, 2024

5:30 p.m.

Item 1 – Review and Discuss Tyler Technologies Bid for Software Upgrade

Item 2 – Discussion concerning transportation units used as storage

Item 3 – Lamar Main St. Feedback

Agenda Item No. 1

Council Date 04/08/2024

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

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

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Discussion On Tyler Bids for New Software

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

BACKGROUND:

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

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



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

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

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

Tyler Annual Software – SaaS

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

Tyler Annual Software – SaaS

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

Tyler Annual Services

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

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

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

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

Tyler One
 Credit Card Chargebacks \$ 15.00

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

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

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

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

TOTAL: \$ 254,240

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

Comments

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

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

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

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

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

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

Advanced Scheduling

Advanced Scheduling includes Advanced Scheduling Mobile Access

Utility Billing Electric/Water/Gas

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

Cashiering

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

Core Financials

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

Licensing Access

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

Permitting Access

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

Utility Access

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

Invoice Approvals

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

Identity Workforce Advanced [10]

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

Miscellaneous Payments

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

Municipal Justice Payments

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

Court Case Resolution Bundle

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

Notifications for Utilities

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

Utility Access Payments Bundle

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

ERP Pro Payments

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

Utilities Data Conversion

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Human Resources Management /Payroll History Data Conversion

Human Resources Management History conversion includes unlimited historical records.

Human Resources Management Employee Records Conversion

Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.

General Ledger History Data Conversion

General Ledger History conversion includes unlimited historical records

General Ledger Data Conversion

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Accounts Payable History Data Conversion

Accounts Payable History conversion includes unlimited historical records

Accounts Payable Data Conversion

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Case Management Data Conversion

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

AP Automation

AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: <https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use>



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

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

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

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

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Applicant Tracking	\$ 2,300	\$ 230	\$ 2,070
ACFR Statement Builder	\$ 8,000	\$ 800	\$ 7,200
Employee Access Pro	\$ 0	\$ 0	\$ 0
Employee Access Pro Time & Attendance	\$ 7,007	\$ 701	\$ 6,306
ERP Pro 10 Customer Relationship Management Suite			
Utility Access	\$ 1,680	\$ 168	\$ 1,512
Work Orders	\$ 4,244	\$ 424	\$ 3,820
ERP Pro Community Development Suite			
Permitting Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Mobile	\$ 2,000	\$ 200	\$ 1,800
Inspections Mobile	\$ 2,000	\$ 200	\$ 1,800
Licensing Access	\$ 1,200	\$ 120	\$ 1,080
Tyler One			
Identity			
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60
My Civic Suite			
My Civic & Service Requests Pro	\$ 6,240	\$ 624	\$ 5,616
Citizen Engagement	\$ 4,300	\$ 430	\$ 3,870
My Civic Economic Development	\$ 6,000	\$ 600	\$ 5,400
TOTAL:	\$ 47,431	\$ 4,737	\$ 42,694

Tyler Annual Services	List Price	Discount	Annual
Description			
ERP			
Other Services			
Tyler University	\$ 3,403	\$ 340	\$ 3,063
TOTAL:	\$ 3,403	\$ 340	\$ 3,063

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

Payments	Use Case	List Price	Service%	Min	Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Dept - Interchange Plus										
Tyler One										
ERP Pro Payments	Parks & Rec				0.65%	\$ 0.65		X	X	X
ERP Pro Payments	Library				0.65%	\$ 0.65		X	X	X
ERP Pro Payments	Sales Tax				0.65%	\$ 0.65		X	X	X
ERP Pro Payments	Permits				0.65%	\$ 0.65		X	X	X

ERP Pro Payments	Licenses	0.65%	\$ 0.65	X	X
Utility Access Payments Bundle	Utility Billing	2.00%		X	X
Payments - Payer Card Cost - Service Fees					
Tyler One					
Municipal Justice Payments	Municipal Justice	3.95%	\$ 2.50	X	X
Payments - Other Fees					
Tyler One					
Credit Card Chargebacks			\$ 15.00		

Payer Card Cost
Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for
all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees,
dues, assessments, and other processing fees.

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Credit Card Chargebacks

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

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	564	\$ 81,780
Data Conversion Services		\$ 9,000
Project Management	1	\$ 2,000
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	362	\$ 52,490
Project Management	1	\$ 1,600
Data Conversion Services		\$ 6,000
ERP Pro 9 Customer Relationship Management Suite		
Project Management	1	\$ 1,600
Professional Services	8	\$ 1,160
ERP Pro Community Development Suite		
Professional Services	112	\$ 16,240
Project Management	1	\$ 2,000
Municipal Justice 10 Suite		
Data Conversion Services		\$ 11,000
Professional Services	84	\$ 12,180
Project Management	1	\$ 1,400
My Civic Suite		
My Civic & Service Requests Pro	1	\$ 145
My Civic Economic Development	20	\$ 2,900
Project Management	1	\$ 250
Citizen Engagement	1	\$ 2,500
Time & Attendance powered by ExecuTime		
Project Management	1	\$ 1,950
Time & Attendance Professional Services	1	\$ 145
Professional Services	144	\$ 20,880
Content Manager Suite		
Professional Services	72	\$ 10,440

Services
Description
Hours/Units **Extended Price**

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

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

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

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

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

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

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

Utility Billing Electric/Water/Gas

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

Cashiering

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

Core Financials

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

Licensing Access

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

Permitting Access

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

Utility Access

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

Invoice Approvals

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

Identity Workforce Advanced [10]

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

Miscellaneous Payments

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

Municipal Justice Payments

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

Court Case Resolution Bundle

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

Notifications for Utilities

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

Utility Access Payments Bundle

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

ERP Pro Payments

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

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

Agenda Item No. 2

Council Date _____

LAMAR CITY COUNCIL
WORK SESSION COMMENTARY

ITEM TITLE: Discussion concerning transportation units used as storage

INITIATOR: Stephanie Strube/Kyle Miller CITY ADMINISTRATOR'S REVIEW:

ACTION PROPOSED: Direction from council concerning transportation units

STAFF INFORMATION SOURCE: Stephanie Strube/ Kyle Miller

BACKGROUND: The current Lamar Municipal Code allows for transportation units to be utilized as storage in certain zoning areas within the city. Transportation units are defined as "*any container of any type previously used in whole or in part on the public highways, roadways, roads, railways, waterways, or other travel ways to transport goods and products.*" The current zoning areas allowed to have transportation units as storage are A-L, E-A, O-E, R-2, R-3, I-1, I-2, and I-P. Transportation units are restricted in F-P, R-1, M-H, PUD, C-1, C-2, C-3.

Discussion to redefine the transportation units to only allow conex containers and discussion concerning what zoning conex containers are allowed. Also clarification on what the desires are concerning the requirements of when placing the conex container.

RECOMMENDATION:

Discussion.

\$ 50.00
Permit
Fee

(Code 2000, § 18-10-80; Ord. No. 1094, § 1, 2006)

Sec. 6-280. - Violations; public nuisance.

Violations of any of the provisions of this article are declared to be public nuisances pursuant to chapter 16, article II and may be abated or enjoined in accordance with said article.

(Code 2000, § 18-10-90; Ord. No. 1094, § 1, 2006)

Sec. 6-281. - Violations; penalty.

Violations of any of the provisions of this article shall be punished as provided in section 1-21, unless otherwise provided by ordinance. Each day that such violation is allowed to continue shall be deemed a separate offense.

(Code 2000, § 18-10-100; Ord. No. 1094, § 1, 2006)

Secs. 6-282—6-310. - Reserved.

ARTICLE IV. - TRANSPORTATION UNITS

Sec. 6-311. - Findings and purpose.

- (a) To provide for the health, safety and well-being of its citizens, and to ensure the structural integrity of transportation units used as storage facilities and other structures within its boundaries, the city believes it necessary to regulate such a use for transportation units and require such units to comply with all applicable building regulations.
- (b) Further, the city holds the aesthetics within its geographical boundaries as an asset in trust for its citizens. As such, the city council deems it necessary to adopt a companion ordinance amending chapter 30, articles II, VI, IX, X, XI, XII and XIII, to exclude, for aesthetic purposes, transportation units used as storage facilities and other structures in R-1 residential, floodplain, all commercial, planned unit development and mobile home districts.
- (c) In response to the foregoing facts, the city hereby enacts this new article relating to administration and regulation of transportation units used as storage facilities and other structures, together with an ordinance making necessary revisions to other Code provisions. This article imposes reasonable regulations on the placement and maintenance of transportation units used as storage facilities and other structures.

(Code 2000, § 7-7-10; Ord. No. 1034, 2001)

Sec. 6-312. - Definitions.

The following definitions apply in this article. References hereafter to "sections" are, unless otherwise specified, references to sections in this article. Defined terms remain defined terms whether or not capitalized.

Applicant means any person requesting permission to use transportation units as storage facilities.

Department means the department of developmental services.

Department inspector means any person authorized by the director of developmental services to carry out inspections related to the provisions of this article.

Director means the director of developmental services.

In, when used in conjunction with transportation units as storage facilities, means over, above, in, within, on or under the location of the transportation unit.

Maintenance and repair means the maintaining of a transportation unit used as a storage facility or other structure in a good and suitably aesthetically pleasing condition.

Permittee means any person to whom the permit to use and construct a transportation unit as a storage facility or other structure has been granted by the city under this article.

Transportation unit means any container of any type previously used in whole or in part on the public highways, roadways, roads, railways, waterways or other travelways to transport goods or products.

(Code 2000, § 7-7-20; Ord. No. 1034, 2001)

Sec. 6-313. - Administration.

The city administrator is the principal city official responsible for the administration of transportation units used as storage facilities or other structures and the ordinances related thereto. The director may delegate any or all of the duties hereunder.

(Code 2000, § 7-7-30; Ord. No. 1034, 2001)

Sec. 6-314. - Permit requirements.

- (a) Except as otherwise provided in this Code, no person may place a transportation unit for use as a storage facility or otherwise within the boundaries of the city without first having obtained the appropriate permit from the director to do so. Permits issued under this article shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by the director.
- (b) Application for a permit is made to the director. Permit applications shall contain, and will be considered complete, only upon compliance with the requirements of the following provisions:
 - (1) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed transportation unit use and the location of all existing and proposed structures, property lines, rights-of-way and easements.
 - (2) Submission of documentation establishing that the transportation unit used as a storage facility or other structure complies with or, once installed, will comply with all city building codes in effect at the time of issuance of the permit.
 - (3) Payment of all money due to the city.

(Code 2000, § 7-7-40; Ord. No. 1034, 2001)

Sec. 6-315. - Issuance of permit; conditions.

- (a) *Permit issuance.* If the director determines that the applicant has satisfied the requirements of the article, the director may issue a permit.
- (b) *Conditions.* The director may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the public health, safety and welfare, to ensure the structural integrity of the transportation unit used as a storage facility, and to minimize the disruption and inconvenience to the public.

(Code 2000, § 7-7-50; Ord. No. 1034, 2001)

\$ 50.00

Sec. 6-316. - Permit fees.

- (a) The fee for location of a transportation unit within the boundaries of the city for use as a storage facility shall be established by the city council or its designated agent. No permit shall be issued without payment of such fees before the issuance of such a permit.
- (b) Permit fees that were paid for a permit that the director has revoked for a breach of any provision of this article are not refundable.

(Code 2000, § 7-7-60; Ord. No. 1034, 2001)

Sec. 6-317. - Maximum allowed size of transportation unit.

No transportation unit shall be allowed within the boundaries of the city to be used as a storage facility or other structure of a size in excess of eight feet by 24 feet, or in excess of 192 square feet.

(Code 2000, § 7-7-70; Ord. No. 1034, 2001)

Sec. 6-318. - Other structural and installation requirements.

Transportation units used as storage facilities or other structures within the city shall comply with the following requirements:

- (1) Transportation units used as storage facilities or other structures shall at all times be painted and kept properly maintained and repaired.
- (2) Transportation units used as storage facilities or other structures shall be located in such a manner as to comply with all setbacks required by the zoning applicable to their properties.
- (3) The appearance of the transportation unit used as a storage facility or other structure shall conform with the surrounding area so as to prevent distraction of the neighboring citizens.
- (4) A transportation unit used as a storage facility or other structure shall be anchored to a concrete slab on grade of at least a four-inch thickness with anchor bolts embedded in the concrete every four feet. The anchor bolts shall be no smaller than one-half inch in diameter with a lock washer and nut to fasten the transportation unit used as a storage facility or other structure to the concrete slab.
- (5) A peaked roof shall be constructed over the transportation unit used as a storage facility or other structure with a required slope of no less than three feet in 12 feet.

Remove

(Code 2000, § 7-7-80; Ord. No. 1034, 2001)

Sec. 6-319. - Nonconformance with structural and installation requirements.

The director may issue notice to the owner of the transportation unit used as a storage facility or other structure for any condition which does not conform to the requirements of section 6-318 or the building regulations applicable within the boundaries of the city. The notice shall state that failure to correct the noncompliance will be cause for removal of the unit from the property and from within the boundaries of the city. Within 15 days after issuance of the notice, the owner of the unit shall present proof to the director that the noncompliance has been corrected. If such proof has not been presented within the required time, the director may revoke the permit.

(Code 2000, § 7-7-90; Ord. No. 1034, 2001)

?

Sec. 6-320. - Inspection.

- (a) When the work under any permit issued pursuant to this article is completed, the permittee shall notify the chief building official.
- (b) The permittee shall make the site for the location of the transportation unit used as a storage facility or other structure available to the director and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
- (c) At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The director may issue a notice to the applicant for any work which does not conform to the applicable standards, conditions or codes. The notice shall state that failure to correct the violation will be cause for revocation of the permit. Within 15 days after issuance of the notice, the applicant shall present proof to the director that the violation has been corrected. If such proof has not been presented within the required time, the director may revoke the permit.
- (d) If a permit is revoked, the permittee shall reimburse to the city the city's reasonable costs, including reasonable attorney fees and costs incurred in connection with such revocation.

(Code 2000, § 7-7-100; Ord. No. 1034, 2001)

Sec. 6-321. - Other obligations.

- (a) *Compliance with other laws.* Obtaining a permit for installation of a transportation unit as a storage facility or other structure does not relieve a permittee of its duty to obtain all other necessary permits, licenses and authority and to pay all fees required by any other city, county, state or federal rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done pursuant to its permit, regardless of who does the work.
- (b) *Prohibited work.* Except in an emergency, and with the approval of the director, no installation of a transportation unit for a storage facility or other structure may be done when seasonally prohibited or when conditions are unreasonable for such work.

(Code 2000, § 7-7-110; Ord. No. 1034, 2001)

Sec. 6-322. - Denial of permit.

The director may deny a permit to protect the public health, safety and welfare of the public, to prevent interference with the safety and convenience of the public or when necessary to protect the public.

(Code 2000, § 7-7-120; Ord. No. 1034, 2001)

Sec. 6-323. - Work done without a permit.

Any person who, without first having obtained the necessary permit, installs a transportation unit for use as a storage facility or other structure must subsequently obtain a permit, pay double the normal fee for said permit, and comply with all of the requirements of this article.

(Code 2000, § 7-7-130; Ord. No. 1034, 2001)

Sec. 6-324. - Indemnification and liability.

- (a) By reason of the acceptance of the grant of a permit pursuant to this article, the city does not assume any liability for:
- (1) Injuries to persons, damage to property or any other type of claims brought at any time by persons; or
 - (2) Claims or penalties of any sort resulting at any time from the installation, presence, maintenance or operation of the transportation unit for use as a storage facility or other structure.
- (b) By obtaining or accepting a permit pursuant to this article, a permittee agrees to defend, indemnify and hold the city whole and harmless from all costs, liabilities and claims for damages of any kind arising out of the construction, presence, installation, maintenance or repair of the transportation unit used as a storage facility or other structure, or out of any activity undertaken in or near the area of the unit, whether or not any act or omission complained of is authorized, allowed or prohibited by a permit issued pursuant to this article. By obtaining or accepting a permit pursuant to this article, a permittee further agrees to not bring, nor cause to be brought, any action, suit or other proceeding claiming damages or seeking any other relief against the city for any claim or award arising out of the presence, installation, maintenance or repair of the unit, or any activity undertaken in or near the unit, whether or not the act or omission complained of is authorized, allowed or prohibited by a permit issued pursuant to this article. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the city; and the permittee, in defending any action on behalf of the city, shall be entitled to assert in any action every defense or immunity that the city could assert in its own behalf.

(Code 2000, § 7-7-140; Ord. No. 1034, 2001)

Sec. 6-325. - Future uses.

In placing any transportation unit used as a storage facility or other structure, or allowing it to be placed, the city is not liable for any damages caused thereby. It is not the intent of the city in adopting this article to create any special duty as to any permittee or other person. This article is enacted to protect the general health, welfare and safety of the public at large.

(Code 2000, § 7-7-150; Ord. No. 1034, 2001)

Sec. 6-326. - Reservation of regulatory and police powers.

The city, by the granting of a permit pursuant to this article, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, which it has now or may be hereafter granted under the constitution and statutes of the state, the Home Rule Charter of the city or this Code to regulate the use of the transportation unit used as a storage facility or other structure, and the permittee, by its acceptance of a permit issued pursuant to this article agrees that all lawful powers and rights, regulatory powers or police powers, or otherwise as are or the same may be from time to time vested in or reserved to the city, shall be in full force and effect subject to the exercise thereof by the city at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws and ordinances enacted by the city pursuant to such powers. Any conflict between the provisions of a permit issued pursuant to this article and any other present or future lawful exercise of the city's regulatory or police powers shall be resolved in favor of the latter.

(Code 2000, § 7-7-160; Ord. No. 1034, 2001)

CITY OF LAMAR, COLORADO



 GENE CRUIKSHANK – MAYOR

ATTEST:



 BETTY MAUCH – CITY CLERK

I, Betty Mauch, City Clerk for the City of Lamar, Colorado do hereby certify that the above and foregoing Ordinance was introduced and read in full at a regular meeting of the City Council of the said City on the 11th day of June, 2001, and that it was thereafter on the 15th day of June, 2001, published in full in the Lamar Daily News and that on the 25th day of June, 2001, at a regular meeting of the City Council, it was passed and approved upon final reading and was thereafter on the 29th day of June, 2001, again published in the Lamar Daily News.

ORDINANCE NO. 1034

AN ORDINANCE TO ENACT A NEW ARTICLE OF THE LAMAR MUNICIPAL CODE TO ADMINISTER AND REGULATE THE USE OF TRANSPORTATION UNITS AS STORAGE FACILITIES

WHEREAS, the Lamar City Council has determined it to be in the public's interest to administer and regulate the use of transportation units as storage facilities and other structures within the City of Lamar, Colorado;

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

The "Lamar Municipal Code" is amended by the addition thereto of a new **Article VII – Administration of Transportation Units Used as Storage Facilities to Chapter 7** which is to read as follows:

CHAPTER 7

Article VII Administration of Transportation Units Used as Storage Facilities

Sec. 7-7-10. Finding and Purpose.

To provide for the health, safety and well being of its citizens, and to ensure the structural integrity of transportation units used as storage facilities and other structures within its boundaries, the City believes it necessary to regulate such a use for transportation units and require such units to comply with all applicable building regulations.

Further, the City holds the aesthetics within its geographical boundaries as an asset in trust for its citizens. As such, the Lamar City Council deems it necessary to adopt a companion ordinance amending Articles II, VI, IX, X, XI, XII and XIII of Chapter 16 "Zoning" of the Lamar Municipal Code to exclude, for aesthetic purposes, transportation units used as storage facilities and other structures in R-1 Residential, Floodplain, all Commercial, Planned Unit Development, and Mobile Home districts.

In response to the foregoing facts, the City hereby enacts this new Article VII of Chapter 7 of the Lamar Municipal Code relating to administration and regulation of transportation units used as storage facilities and other structures, together with an ordinance making necessary revisions to other Code provisions. This Article VII of Chapter 7 imposes reasonable regulations on the placement and maintenance of transportation units used as storage facilities and other structures.

Sec. 7-7-20 Definitions.

The following definitions apply in this Article VII of Chapter 7 of this code, (hereafter, "this Article"). References hereafter to "sections" are, unless otherwise specified, references to sections in this Article VII of Chapter 7 of the Lamar Municipal Code. Defined terms remain defined terms whether or not capitalized.

(1) "Applicant" means any person requesting permission to use transportation units as storage facilities.

(2) "City" means the City of Lamar, Colorado. For purposes of Article VII of Chapter 7, City means its elected officials, officers, employees and agents.

(3) "Department" means the Department of Developmental Services.

(4) "Department Inspector" means any person authorized by the Director of Developmental Services to carry out inspections related to the provisions of the Article.

(5) "Director" means the Director of Developmental Services.

(6) "In" when used in conjunction with transportation units as storage facilities means over, above, in, within, on or under the location of the transportation unit.

(7) "Permittee" means any person to whom the permit to use and construct a transportation unit as storage facility or other structure has been granted by the City under this Article.

(8) "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a successor or assign of any of the foregoing, or any other legal entity seeks to place a transportation unit within the boundaries of the City of Lamar, Colorado.

(9) "Maintenance and repair" means the maintaining of a transportation unit used as a storage facility or other structure in a good and suitably aesthetically-pleasing condition.

(10) "Transportation unit" means any container of any type previously used in whole or in part on the public highways, roadways, roads, railways, waterways, or other travelways to transport goods or products.

Sec. 7-7-30. Administration.

The Director of Developmental Services is the principal City official responsible for the administration of transportation units used as storage facilities or other structures and the ordinances related thereto. The Director may delegate any or all of the duties hereunder.

Sec. 7-7-40. Permit Requirements.

(1) Except as otherwise provided in this Code, no person may place a transportation unit for use as a storage facility or otherwise within the boundaries of the City of Lamar, Colorado without first having obtained the appropriate permit from the Director to do so. Permits issued under this Article shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by the Director.

(2) Application for a permit is made to the Director. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- (a) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed transportation unit use and the location of all existing and proposed structures, property lines, rights of way, and easements.
- (b) Submission of documentation establishing that the transportation unit used as storage facility or other structure complies with or, once installed, will comply with all City building codes in effect at the time of issuance of the permit.
- (c) Payment of all money due to the City.

Sec. 7-7-50. Issuance of permit; conditions.

(1) Permit Issuance. If the Director determines that the applicant has satisfied the requirements of the Article, the Director may issue a permit.

(2) Conditions. The Director may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the public health, safety and welfare, to ensure the structural integrity of the transportation unit used as a storage facility, and to minimize the disruption and inconvenience to the public.

Sec. 7-7-60. Permit Fees.

(1) The fee for location of a transportation unit within the boundaries of the City of Lamar, Colorado for use as a storage facility shall be established by the Lamar City Council or its designated agent. No permit shall be issued without payment of such fees before the issuance of such a permit.

(2) Permit fees that were paid for a permit that the Director has revoked for a breach of any provision of this Article are not refundable.

Sec. 7-7-70. Maximum allowed size of transportation unit.

No transportation unit shall be allowed within the boundaries of the City of Lamar, Colorado to be used as a storage facility or other structure of a size in excess of eight feet (8') by twenty-four feet (24') or in excess of one hundred ninety-two (192) square feet.

Sec. 7-7-80. Other structural and installation requirements.

Transportation units used as storage facilities or other structures within the City of Lamar, Colorado shall comply with the following requirements:

(1) Transportation units used as storage facilities or other structures shall at all times be painted and kept properly maintained and repaired.

(2) Transportation units used as storage facilities or other structures shall be located in such a manner as to comply with all setbacks required by the zoning applicable to their property.

(3) The appearance of the transportation unit used as a storage facility or other structure shall conform with the surrounding area so as to prevent distraction of the neighboring citizens.

(4) A transportation unit used as storage facility or other structure shall be anchored to a concrete slab on grade of at least four inch (4") thickness with anchor bolts embedded in the concrete every four feet (4'). The anchor bolts shall be no smaller than one-half inch (1/2") in diameter with a lock washer and nut to fasten the transportation unit used as storage facility or other structure to the concrete slab.

(5) A peaked roof shall be constructed over the transportation unit used as storage facility or other structure with required slope of no less than 3' in 12'.

Section 7-7-90. Nonconformance with structural and installation requirements.

The Director may issue notice to the owner of the transportation unit used as storage facility or other structure for any condition which does not conform to the requirements of Section 7-7-80 of this Article or the building regulations applicable within the boundaries of the City of Lamar, Colorado. The notice shall state that failure to correct the non-compliance will be cause for removal of the unit from the property and from within the boundaries of the City of Lamar, Colorado. Within fifteen (15) days after issuance of the notice, the owner of the unit shall present proof to the Director that the non-compliance has been corrected. If such proof has not been presented within the required time, the Director may revoke the permit.

Sec. 7-7-100. Inspection.

(1) When the work under any permit issued pursuant to this Article is completed, the permittee shall notify the Director.

(2) Permittee shall make the site for the location of the transportation unit used as storage facility or other structure available to the Director and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

(3) At the time of inspection the Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The Director may issue notice to the applicant for any work which does not conform to the applicable standards, conditions or codes. The notice shall state that failure to correct the violation will be cause for revocation of the permit. Within fifteen (15) days after issuance of the notice, the applicant shall present proof to the Director that the violation has been corrected. If such proof has not been presented within the required time, the Director may revoke the permit.

(4) If a permit is revoked, the permittee shall reimburse the City of the City's reasonable costs, including reasonable attorney's fees and costs incurred in connection with such revocation.

Sec. 7-7-110. Other Obligations.

(1) **Compliance With Other Laws.** Obtaining a permit for installation of a transportation unit as a storage facility or other structure does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other City, County, State, or Federal rule, law

or regulation. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done pursuant to its permit, regardless of who does the work.

(2) Prohibited Work. Except in an emergency, and with the approval of the Director, no installation of a transportation unit for storage facility or other structure may be done when seasonally prohibited or when conditions are unreasonable for such work.

Sec. 7-7-120. Denial of Permit.

The Director may deny a permit to protect the public health, safety and welfare of the public, to prevent interference with the safety and convenience of the public, or when necessary to protect the public.

Sec. 7-7-130. Work done without a Permit.

Any person who, without first having obtained the necessary permit, installs a transportation unit for use as a storage facility or other structure must subsequently obtain a permit, pay double the normal fee for said permit, and comply with all of the requirements of this Article.

Sec. 7-7-140. Indemnification and Liability.

(1) By reason of the acceptance or grant of a permit pursuant to this Article, the City does not assumed any liability (a) for injuries to person, damage to property, or any other type of claims brought at any time by persons, or (b) for claims or penalties of any sort resulting at any time from the installation, presence, maintenance, or operation of the transportation unit for use as a storage facility or other structure.

(2) By obtaining or accepting a permit pursuant to this Article, a permittee agrees to defend, indemnify, and hold the City whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, or repair of the transportation unit used as a storage facility or other structure, or out of any activity undertaken in or near the area of the unit, whether or not any act or omission complained of is authorized, allowed, or prohibited by a permit issued pursuant to this Article. By obtaining or accepting a permit pursuant to this Article, a permittee further agrees to not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City for any claim or award arising out of the presence, installation, maintenance or repair of the unit, or any activity undertaken in or near the unit, whether or not the act or omission complained of is authorized, allowed or prohibited by a permit issued pursuant to this Article. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the permittee, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

Sec. 7-7-150. Future Uses.

In placing any transportation unit used as storage facility or other structure, or allowing it to be placed, the City is not liable for any damages caused thereby. It is not the intent of the City in adopting this Article to create any special duty as to any permittee or other persons. This chapter is enacted to protect the general health, welfare and safety of the public at large.

Sec. 7-7-160. Reservation of Regulatory and Police Powers.

The City by the granting of a permit pursuant to this Article does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it

has now or may be hereafter granted under the Constitution and statutes of the State of Colorado, the Home Rule Charter of the City of Lamar, or the Lamar Municipal Code to regulate the use of the transportation unit used as a storage facility or other structures, and the permittee by its acceptance of a permit issued pursuant to this Article agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect subject to the exercise thereof by the City at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of a permit issued pursuant to this Article and any other present or future lawful exercise of the City's regulatory or police powers shall be resolved in favor of the latter.

Sec. 7-7-170. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Article is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit issued under this Article or any portions of this Article is illegal or unenforceable, then any such permit granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, except for conditions relating to the term of the permit. If a permit shall be considered a revocable permit as provided herein, the permittee must acknowledge the authority of the City Council to issue such revocable permit and the power to revoke it.

CITY OF LAMAR, COLORADO



 GENE CRUIKSHANK – MAYOR

ATTEST:



 BETTY MAUCH – CITY CLERK

I, Betty Mauch, City Clerk for the City of Lamar, Colorado do hereby certify that the above and foregoing Ordinance was introduced and read in full at a regular meeting of the City Council of the said City on the 27th day of August, 2001, and that it was thereafter on the 31st day of August, 2001, published in full in the Lamar Daily News and that on the 10th day of September, 2001, at a regular meeting of the City Council, it was passed and approved upon final reading and was thereafter on the 14th day of September, 2001, again published in the Lamar Daily News.

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Lamar Partnership Inc. – Lamar Main Street District Feedback

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Discussion _____

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

BACKGROUND:

Lamar Partnership Inc. had a strategic planning session on March 23rd. The Main Street Board identified priorities and projects for the next 3 years. Attached is the DRAFT document of the results of the discussions LPI had during the session. LPI would like to include any specific priorities/projects council might have for Lamar's Main Street District to the final document.

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



Lamar Partnership
DRAFT RESULTS FOR REVIEW
Main Street Strategic Planning Workshop Marh 23, 2024

Lamar Partnership 2024-2027 Strategic Plan

Intro (from Web site) (edited)

Lamar Partnership Inc. is a community organization comprised of a local, volunteer Board of Directors that works to support the future of Lamar. Lamar Partnership is a Graduate level Colorado Main Street Community that promotes provides local businesses and works to attract economic opportunitiesdevelopment and community connections opportunities within the context of to Lamar's downtown, Main Street district. historic preservation to traditional downtowns. Lamar Partnership Inc. uses the National Main Street Approach that advocates for a return to community self-reliance, local empowerment and the rebuilding of central business districts based on their traditional assets, of unique architecture, personal service, local ownership and a sense of community.

The Lamar Partnership 2024-2027 Strategic Plan lays out our organizational Mission and Vision and identifies our program focus for the next three years through the articulation of specific priorities and projects we will

Main Street Program Four Point Framework for Community Revitalization



advance in the downtown Lamar Main Street district

Mission Statement

"Volunteers collaborating with the community to enhance the vitality of the Lamar Main Street district"
 confirmed!

Vision Statement

"Shaping Lamar Main Street into tomorrow's hub where community and commerce come together"
 confirmed!!!!

The Lamar Partnership has identified three key strategic priorities as part of its 2024-2027 Strategic Plan that are

Main Street Program Four Point Framework for Community Revitalization



organized using the Colorado Main Street Four Point Framework for Community Revitalization. These priorities will be advanced through the implementation of a series of catalytic projects identified below.

Priorities

1. **Enhance Coordination and sharing resources with like organizations to increase local impact**
2. **Advocate for and implement Aesthetic improvements & placemaking projects that attract people to the Main Street District**
3. **Continue to promote the work of LPI and its impact in our community and recruit volunteers to increase our capacity LPI Promotion & Recruitment**

Project level work by LPI is focused on creating tangible, visible change in Lamar and harnessing the great work of others to achieve similar goals. We have identified a series of projects, organized under each of our strategic priorities, that specify how we plan to navigate and implement positive community change in Lamar over the

- Formatted: Font: Not Bold
- Formatted: Indent: Left: 0.5", No bullets or numbering
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font: Not Bold, Font color: Red
- Formatted: Indent: Left: 0.5", No bullets or numbering
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font: Not Bold, Font color: Red
- Formatted: Indent: Left: 0.5", No bullets or numbering

Main Street Program Four Point Framework for Community Revitalization



next three years.

Priorities & Projects

1. **Coordination and sharing resources with like organizations** Enhance Coordination and sharing resources with like organizations to increase local impact

- Formatted: Font: Bold
- Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

- Work with other community organizations to share resources that support grant identification opportunities and completing grant applications Grant Identification/Applications
- Promote and leverage existing eEconomic development opportunities/and business attraction incentives/initiatives offered by local, county and regional partners
- Work with the Chamber, town and other partners to support Bbusiness Outreach-outreach and h/Engagement
- Advocate for and participate in town planning and improvement projects that enhance the Main Street District Coordinating with city projects, activities

- Advocate for and implement aesthetic improvements & placemaking projects that attract people to the Main Street District

- Aesthetic Improvements & Placemaking

- Design and place wWayfinding signage throughout Lamar to direct people to area attractions and places of interest
- Update the Main Street district hanging banners to improve durability and visual appeal
- Identify locations for l|interactive art, sculptures and public art installations to enhance downtown appeal and engage people in the Main Street district Art/sculptures
- Explore the potential to hold periodic Food Truck Rallys to attract people to the Main Street area and connect our community with local vendors
- Secure funds to provide flowers for planting in the Main Street district
- Engage the community and select artists to create 1-2 dDowntown murals —1-2 locations, community engagement on what they should contain, select artist that represents the culture, energy and heritage of Lamar
- Enhance the Enchanted forest-Forest stage- by providing a shade structure on the Stage and larger park area for events — Identify and secure a shade structure and larger park area

- Continue to promote the work of LPI and its impact in our community and-s well as recruit volunteers to increase our capacity LPI Promotion & Recruitment

- Spread the word and promote LPI activities by updating the Wweb site, printed materials, and providing regular social media posts to Facebook, materials updating
- Promote LPI through attendance visible representation at and support of other community events and activities Attend physical events to promote LPI

~~○ Continue to recruit volunteers for LPI to increase our reach and impact. Work with local high schools and the community college to build civic spirit and giving back to community through volunteerism recruitment — leveraging HS students, LCC (Req for completing volunteer work)??~~

- Plan and deliver Corporate Cup Annual Event

MEETING OF LAMAR REDEVELOPMENT AUTHORITY BOARD
CITY OF LAMAR, COLORADO
April 8, 2024
6:45 p.m.

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

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

GENERAL BUSINESS

Pledge of Allegiance

Meeting Called to Order

Item 1 - Roll Call

Item 2 - Approval of Meeting Minutes – 3/11/24

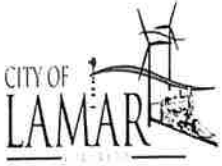
Item 3 – Payment of Bills

Item 4 – Grace Fellowship Church Façade Application & Agreement

Item 5 – Miscellaneous

CITY OF LAMAR
81-URBAN REDEVELOPMENT AUTHORITY

CHECK #	CUSTOMER	CHECK AMOUNT	DATE
98995	BEAN OF LIFE SCOOTERS 3RD YEAR INCENTIVE 60%	\$ 14,379.62	4/3/2024
TOTAL		\$ 14,379.62	



CITY OF LAMAR

102 E PARMENTER ST
LAMAR CO 81052-3239

COPY

81-Fund

PURCHASE ORDER: 44558

Page: 1 of 1

***** VENDOR *****

**BEAN OF LIFE INC
PO BOX 459
HOLLY CO 81047**

***** DELIVER TO *****

**CITY OF LAMAR
102 E PARMENTER ST
LAMAR CO 81052-3239**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
04/01/24	04/30/24			NET 30	CITY OF LAMAR	LWILLIAMS

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
	847-1			

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		SCOOTERS 3RD YR INCENTIVE 60% PROPERTY TAX	373.8200	373.82	81-418-410-4246
2	1.00		SCOOTERS 3RD YR INCENTIVE 60% SALES TAX REMITTED	14,005.8000	14,005.80	81-418-410-4246
				** TOTAL **	14,379.62	

VENDOR INSTRUCTIONS:

PLEASE SEND INVOICES TO :

CITY OF LAMAR
102 EAST PARMENTER ST
LAMAR CO 81052-3239

C.O.E #98-05409

SPECIAL INSTRUCTIONS:

LW

[Signature]
 AUTHORIZED SIGNATURE

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT entered into on the 12th day of April, 2021, by and between the LAMAR REDEVELOPMENT AUTHORITY, a Colorado municipal corporation (“LRA”), the CITY OF LAMAR, a Colorado Home Rule Municipal Corporation (the “City”), and the UTILITIES BOARD OF THE CITY OF LAMAR, Colorado, body corporate and politic of the State of Colorado, and BEAN OF LIFE, INC. a Colorado incorporation, dba SCOOTERS COFFEE, (the “Scooters”).

RECITALS

WHEREAS, City is authorized pursuant to the Laws of the State of Colorado to provide economic development incentives for the expansion of existing businesses within the City of Lamar and County of Prowers and to encourage the location of new businesses within the City of Lamar and Prowers County; and

WHEREAS, City has adopted policies consistent with encouraging, economic development; and

WHEREAS, Scooters has applied to the City for incentives and has been awarded incentives from the City consistent with the City’s incentives policy; and

WHEREAS, Scooters qualifies for economic development incentives from the City and has committed to certain economic development, which is described in Scooters’ application to the City for incentives; and

WHEREAS, City finds that the economic development created by the efforts of Scooters will provide employment opportunities through Scooters and other economic benefits for citizens of Lamar; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0 **PARTIES**. The parties are also referred to herein collectively as the “Parties” or individually as a “Party”.

2.0 **PURPOSE**. Each of the undersigned representatives of the Parties hereto hereby represent they have full authority to bind the LRA, the City of Lamar and Scooters Coffee to the terms of this Agreement. The City desires to provide incentive for Scooters to bring additional business and service to the citizens of the City. Scooters desires to construct a coffee service business and provide the citizens of the City employment opportunities and a goods and service.

2.1 **PROGRESS**. The LRA and the City are carrying out the Downtown Lamar Urban Renewal Plan (the “Plan”), which was adopted by the LRA Board on September 14, 2009. Scooters owns the real property located at 1231 North Main Street, Lamar, Colorado (the “Property”), which is located within the boundaries of the Plan. The City has made certain

improvements and additions to improve the Property such as additional paved sidewalks and streetscaping elements which aid is consistent with the intent and purpose of the Colorado Urban Renewal Law and the Plan.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement. The parties further agree that Scooters will construct, operate and open to the public a coffee shop, and that if said event occurs Scooters will receive the Incentive Agreement described in Section 4.0, and if does not, this Agreement will terminate.

4.0 INCENTIVE. This Development Incentive is designed as a post-performance incentive and as such shall be calculated based upon the actual increase in sales tax receipts received by the City of Lamar in the period following the redevelopment of Scooters' Property located at 1231 North Main Street in Lamar. Upon completion of Scooters' building, operation and the building being open to the public, the City agrees as follows:

4.01 INCENTIVE CALCULATION AND AWARD. The Projected Base Period for the calculation shall be the projected sales and property tax the City would receive based on the average of the sales and property taxes received by the City of Lamar from a similar sized coffee shop in the area for the previous three (3) calendar years 2020, 2019, and 2018. The Projected Base Period Average for the City's sale tax that the City would receive for the next five (5) years is: \$5,748.00. The Projected Base Period Average for the County's property tax that the City would receive for the next five (5) years is: \$3,557.42. Upon Scooters providing the necessary and satisfactory proof to the City, the economic incentive provided annually to Scooters shall be structured as follows:

- a) The First Incentive Year shall begin on January 1, 2021 and shall run through December 31, 2021. Scooters will be provided a sales and property tax remittance in the amount of one hundred percent (100%) of the City's sales tax and one hundred percent (100%) of the City's portion of property tax generated from Scooters during the First Incentive Year.
- b) The Second Incentive Year shall begin on January 1, 2022 and shall run through December 31, 2022. Scooters will be provided a sales and property tax remittance in the amount of eighty percent (80%) of the City's sales tax and eighty percent (80%) of the City's portion of property tax generated from Scooters during the Second Incentive Year.
- c) The Third Incentive Year shall begin on January 1, 2023 and shall run through December 31, 2023. Scooters will be provided a sales and property tax remittance in the amount of sixty percent (60%) of the City's sales tax and sixty percent (60%) of the City's portion of property tax generated from Scooters during the Third Incentive Year.

- d) The Fourth Incentive Year shall begin on January 1, 2024 and shall run through December 1, 2024. Scooters will be provided a sales and property tax remittance in the amount of forty percent (40%) of the City's sales tax and forty percent (40%) of the City's portion of property tax generated from Scooters during the Fourth Incentive Year.
- e) The Fifth Incentive Year shall begin on January 1, 2025 and shall run through December 31, 2025. Scooters will be provided a sales and property tax remittance in the amount of twenty percent (20%) of the City's sales tax and twenty percent (20%) of the City's portion of the property tax generated from Scooters during the Fifth Incentive Year.

After the Fifth-Year anniversary date of this Agreement, Scooters shall not be provided any sales or property tax incentive, and this Agreement shall terminate.

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

4.02 Term. Incentive Award payments shall begin on January 1, 2021, as long as Scooters completes the construction and property improvements and is operating a coffee business open to the public. If Scooters is not operating a coffee business open to the public by December 31, 2021, then this Agreement and Incentive Award shall terminate without any benefit, incentive, or remittance being provided from the LRA and the City to Scooters. If Scooters is operating a coffee business open to the public by December 1, 2021, then the Incentive Award shall remain in place as described in Section 4, until the Fifth Incentive Year payment is made, which this Agreement shall terminate upon the Fifth Year Incentive payment. No further incentive shall be provided to Scooters after December 31, 2025 and Scooters shall thereafter be responsible for paying all sales and property tax.

5.0 OBLIGATIONS OF THE OWNER. It is expected that this Incentive Award will form the basis for a long-term mutually beneficial working relationship between the Parties.

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

5.02 Retail Development. The Parties agree that the LRA and City are making this grant available to Scooters based on the belief that maintaining a successful coffee business is important to halting the spread of blight in Downtown Lamar and in the URA District. Scooters agrees that it will use its best efforts to maintain a thriving hospitality business, employ a retail staff and contribute to the improvement of the retail business environment on Main Street. Scooters further agrees that it will support the business development efforts of the Lamar Main Street Program.

5.03 Proof of Expenses. The LRA and City will rely on sales tax remittances made by Scooters to the Lamar City Clerk as the basis for calculating the amount of the Incentive Award.

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

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

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

In the case of the LRA and City
Attention:

Steve Kil, City Administrator
102 South Parmenter Street
Lamar, Colorado 80152

In the case of Scooters:

Dale Willhite
P.O. BOX 459
Holly, CO 81047

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

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

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

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

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

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

14.0 HOME RULE CITY. The City, which is a Colorado home rule municipal corporation in the State of Colorado, reserves all rights it has as a home rule city, including governmental immunity as provided by law. Because the City is a public entity and is subject to statutory limits on spending, including funds which have been duly appropriated, the City, and its officers, agents, employees and representatives shall not in any event be liable for actual, consequential, punitive or other damages to Scooters, or any other party, whether based upon breach of contract, tort, strict liability, or any other claim for relief of whatever nature or description.

15.0 APPROPRIATION. The City represents that it has appropriated funds sufficient to perform its obligations as set forth in this Agreement. It is the understanding and intent of the parties to this Agreement that the City's obligations provided for herein constitute current expenses of the City payable exclusively from City's 2021 fiscal budgets and shall not in any way be construed to be a general obligation indebtedness of the City or any agency or department thereof within the meaning of any provision of Sections 1, 2, 3, 4, or 5, of Article XI and Section 20 of Article X of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the City against the creation of indebtedness. It is understood between the parties that the City is not and will not pledge the full faith and credit of the City, or any agency or department thereof, to the payment for any obligations hereunder, nor will the City, directly or contingently, be obligated in any form to apply money from, or Levy or pledge any form of taxation to, any payment or obligation necessary for the performance the City's obligations as set forth in this agreement.

16.0 GOVERNING LAW. This Agreement shall be construed and interpreted under the Laws of the State of Colorado.

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

delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Parties within thirty (30) days after such Party knows of such delay.

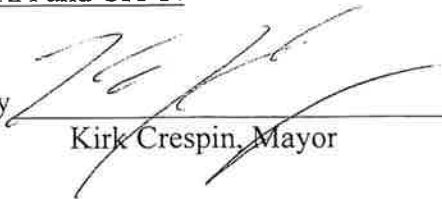
18.0 NO THIRD PARTY BENEFICIARIES. The LRA and City shall not be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

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

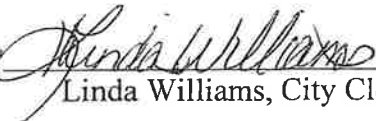
20.0 CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

IN WITNESS WHEREOF, this LRA Agreement is executed by the LRA and City and Scooters as of the 12th day of April, 2021.


LRA and CITY:

By  _____
Kirk Crespin, Mayor

Attest:

By  _____
Linda Williams, City Clerk

BEAN OF LIFE, INC dba SCOOTERS:

By  _____
Dale Willhite, Owner

City Code/Location Inquiry

City Code: 4347
Reporting Id: 1
From Filing Date: 01/01/2023
To Filing Date: 12/31/2023

Filing Date	Tax Code	Trans Type	Filing Period	Receipt Date	Due Date	Posted Date	Amount Due	Amount Paid	Canceled/Amended	Payment Info	View Form
12/31/23	S	License Fee - LICENSE RENEWAL	Monthly	01/06/23	02/01/23	01/06/23	10.00	10.00		Rcpt#: Chk#: 1489	View
12/31/23		Tax Return - SALES TAX FORM	Monthly	01/19/24	01/22/24	01/19/24	2,274.00	2,274.00		Rcpt#: Chk#: 1957	View
11/30/23		Tax Return - SALES TAX FORM	Monthly	12/20/23	12/20/23	12/20/23	2,038.00	2,038.00		Rcpt#: Chk#: 1958	View
10/31/23		Tax Return - SALES TAX FORM	Monthly	11/20/23	11/20/23	11/21/23	2,192.00	2,192.00		Rcpt#: Chk#: 1712	View
09/30/23		Tax Return - SALES TAX FORM	Monthly	10/20/23	10/20/23	10/20/23	2,097.00	2,097.00		Rcpt#: Chk#: 1710	View
08/31/23		Tax Return - SALES TAX FORM	Monthly	09/20/23	09/20/23	09/22/23	1,919.00	1,919.00		Rcpt#: Chk#: 1708	View
07/31/23		Tax Return - SALES TAX FORM	Monthly	08/21/23	08/21/23	08/21/23	1,942.00	1,942.00		Rcpt#: Chk#: 1598	View
06/30/23		Tax Return - SALES TAX FORM	Monthly	07/18/23	07/20/23	07/18/23	1,830.00	1,830.00		Rcpt#: Chk#: 1755	View
05/31/23		Tax Return - SALES TAX FORM	Monthly	06/20/23	06/20/23	06/21/23	1,923.00	1,923.00		Rcpt#: Chk#: 1595	View
04/30/23		Tax Return - SALES TAX FORM	Monthly	05/18/23	05/22/23	05/18/23	1,913.00	1,913.00		Rcpt#: Chk#: 1587	View
03/31/23		Tax Return - SALES TAX FORM	Monthly	04/20/23	04/20/23	04/20/23	1,887.00	1,887.00		Rcpt#: Chk#: 1585	View
02/12/23		Tax Return - SALES TAX FORM	Monthly	03/20/23	03/20/23	03/21/23	1,579.00	1,579.00		Rcpt#: Chk#: 1580	View
01/31/23		Tax Return - SALES TAX FORM	Monthly	02/13/23	02/20/23	02/14/23	1,749.00	1,749.00		Rcpt#: Chk#: 1460	View

1 to 13 of 13 Records

012

23

23

18

REAL ESTATE PROPERTY
 JUDY WITTMAN
 PROWERS COUNTY TREASURER
 301 S MAIN ST SUITE 200
 LAMAR CO 81052

JANUARY 2, 2024
 TAX NOTICE FOR 2023

PRINTED 04/01/2024
 DUPLICATE

(719) 336-8081
 202.prowerscounty.net
 PLEASE MAKE CHECKS PAYABLE TO:
 PROWERS COUNTY TREASURER
 200013796 R 001 S36736

 BEAN OF LIFE LAND HOLDINGS LLC
 PO BOX 459
 HOLLY CO 81047

TAX DIST	TAX ENTITY	\$/THOUSAND	TAX
07T	SCHOOL DIST RE-2 LAM	26.309*	742.87
	COUNTY GENERAL FUND	14.666	414.11
	COUNTY R/B FUND (07T)	1.015	28.66
	COUNTY SS FUND (07T)	1.692	47.78
	COUNTY LAMAR R/B FUN	1.015	28.66
	PROWERS COUNTY (TIF)	8.782	247.97
	LAMAR CITY OF (TIF)	13.239	373.82
	PROW-BACA HOSP DIST	2.723	76.89
	SECWCD (TIF)	.888	25.07
	LAVWCD (TIF)	1.503	42.44

PROPERTY LOCATION	LAND VALUE	PERS/IMPR VALUE	TOTAL VALUE	TOTAL \$/THOUSAND	TOTAL TAX
MAIN ST N 1231	6,936	21,300	28,236	71.832	2,028.26
LEGAL DESCRIPTION	24,860	76,343	101,203	- ACTUAL VALUE	
					*REFLECT TEMPORARY CREDIT
					3.89-TOTAL ACRES

PARCEL NUMBER-50440130400006
 AMENDED SUB PLAT OF AMENDED PLAT OF MAXWELL SUB OF LOTS
 15-20 & 22-27 & 29-34 BEING LOT 22 & PT OF LOT 21 OF
 FOREST PARK PLACE TRACT 5 (.389AC)

SCHOOL DISTRICT RE-2T GENERAL FUND IS 15.262 DOLLARS PER THOUSAND. WITHOUT STATE AID IT WOULD HAVE BEEN 15.320
 *** PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO THE TREASURER'S OFFICE.

PROWERS COUNTY
 * FULL PAYMENT
 DUE LAST DAY OF APRIL
 PAGE 185 TAX YR 2023
 SCHEDULE NO TAX DIST
 200013796 07T
 R 001
 OWNER S36736
 BEAN OF LIFE LAND HOLDIN

PROWERS COUNTY
 * SECOND HALF PAYMENT
 DUE BY JUNE 15TH
 PAGE 185 TAX YR 2023
 SCHEDULE NO TAX DIST
 200013796 07T
 R 001
 OWNER S36736
 BEAN OF LIFE LAND HOLDIN

PROWERS COUNTY
 * FIRST HALF PAYMENT
 DUE LAST DAY OF FEBRUARY
 PAGE 185 TAX YR 2023
 SCHEDULE NO TAX DIST
 200013796 07T
 R 001
 OWNER S36736
 BEAN OF LIFE LAND HOLDIN

DUPLICATE

DUPLICATE

DUPLICATE

TAX 2,028.26

TAX 1,014.13

TAX 1,014.13

TOTAL 2,028.26

TOTAL 1,014.13

TOTAL 1,014.13



CHECK HERE IF RETURN RECEIPT REQUESTED

CHECK HERE IF RETURN RECEIPT REQUESTED

CHECK HERE IF RETURN RECEIPT REQUESTED

JUDY WITTMAN

PROWERS COUNTY TREASURER

301 S MAIN ST SUITE 200

LAMAR CO 81052

TAX DISTRICT 071

LEGAL
AMENDED SUB PLAT OF AMENDED PLAT OF MAXWELL SUB OF LOTS
15-20 & 22-27 & 29-34 BEING LOT 22 & PT OF LOT 21 OF
FOREST PARK PLACE TRACT 5 (.389AC)
MAIN ST W 1231

TAX AMOUNT 2,028.26
ADJUSTMENT .00
ADMINISTRATIVE FEE .00
SPECIAL ASSESSMENT .00

ORIGINAL AMOUNT DUE 2,028.26
AMOUNT PAID TO DATE 2,028.26

BALANCE DUE .00

BEAN OF LIFE LAND HOLDINGS LLC
PO BOX 459
HOLLY CO 81047

TAX PAID 2,028.26
P&I PAID .00
MISCELLANEOUS PAID .00

DATE OF PAYMENT 02/06/2024 14:34 TOTAL AMOUNT #2,028.26 (CHECK)
PD BY BEAN OF LIFE AND HOLDINGS LLC CK TAX RECEIPT VALID UPON CHECKS CLEARING YOUR BANK

**CITY OF LAMAR
MINUTES OF THE LAMAR REDEVELOPMENT
AUTHORITY BOARD
March 11, 2024**

The Lamar Redevelopment Authority Board met in a regular session at 6:31 p.m. in the Council room with Chairman Crespin presiding.

Present: Joe Gonzales, Shalah Mata, Gerry Jenkins, Kirk Crespin, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark
David Zavala arrived at 6:35 p.m.

Absent:

Approval of Meeting Minutes – 2/12/24

Boardmember Jenkins moved and Boardmember Bates seconded to approve meeting minutes – 2/12/2024.

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

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

Boardmember Zavala arrived at 6:35 p.m.

ZAM, Inc./The LaMar Façade Application & Agreement

Boardmember Bates moved and Boardmember Gonzales seconded to approve Façade Application and Agreement with ZAM, Inc./The LaMar in the amount of \$20,000.00.

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

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

Board requested to make sure all correct permits have been pulled for the façade upgrade.

ZAM, Inc./The LaMar Structural Rehab Application & Agreement

Boardmember Tamez moved and Boardmember Jenkins seconded to approve Structural Rehab Application and Agreement with ZAM, Inc./The LaMar in the amount of \$20,000.00.

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

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

Miscellaneous

None

Adjournment

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

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

Voting No: None

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

The meeting adjourned at 6:59 p.m.

Linda Williams – City Clerk

Kirk Crespin - Chairman

LAMAR REDEVELOPMENT AUTHORITY
AGENDA ITEM COMMENTARY

ITEM TITLE: Grace Fellowship Church Façade Application & Agreement

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Approve Application and Sign Agreement

STAFF INFORMATION SOURCE: Martha Baird-Alvarez

BACKGROUND:

Grace Fellowship Church owns both the property at 119 S. Main Street and Brew Unto Others, LLC. The Brew is requesting funds from the Urban Renewal Authority District for façade improvements at 119 S Main St. It will complete a facade update that includes new signage, planters, painting, and updated lighting. The project is expected to be completed by September 2024. Brew Unto Others is requesting 20% of their project total, which is \$1,120.00.

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



Urban Renewal Grant Application

APPLICANT INFORMATION:

Date: 2/20/2024

Property Address: 119 S. Main

Business Name: Brew Unto Others, LLC

Business Owner: Grace Fellowship Church

Property Owner: Grace Fellowship Church

Mailing Address: 119 S. Main

City, State and Zip: Lamar CO 81052

Phone: 719 336 1331 Mobile: _____

Email: brewuntoothers@hotmail.com

PROJECT INFORMATION:

Grant type: Façade & Site Improvement

Brief Description of Application Request and Project: facade update -
new signage and update lighting

Total Project Cost	<u>\$ 5600</u>
Grant Request Amount	<u>\$ 1120.00</u>
Matching funds from applicant	<u>\$ 440.00</u>
Funds from other sources	<u>\$ 1000</u>



List other sources and status of funding: PEP Business Enhancement Program (pending)

Date work to begin: ASAP Estimated completion date: Sept. 2024

% of Local Contractors: 50

EMPLOYMENT

Current: FTE's 1 PTE's 5

After project completion FTE's 1 PTE's 5

COMMUNITY IMPACT

Describe who will be served by the completion of the project, including estimated numbers, ages, diversity and economic base. How will this project contribute to overall "renewal" of the community?

The updating of the facade at Brew Unto Others Coffee Shop will help revitalize the downtown district with new signage and curb appeal; not only will sign along with the new lighting brighten up Main Street, but it will also help showcase what Lamar has to offer.
As much as we can

ATTACHMENTS TO THIS APPLICATION

- Before picture of the property
- Sketches, illustrations or photograph of proposed work.
- Color and material type for canopy or awning, if applicable
- Paint color(s), if applicable - not yet decided upon
- Drawing or sign proof from designer for exterior signs, if applicable
- Drawing or pictures of windows and/or doors, if applicable
- Detailed project quote from a minimum of 2 contractors
- Copy of permit required



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 the Lamar Redevelopment Authority Grant on behalf of the business 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: Brew Unto Others, LLC

Name and Title: Tera Bender, General Manager

Signature: Tera Bender

Date: 2/20/2024

Estimated Costs of building improvements:

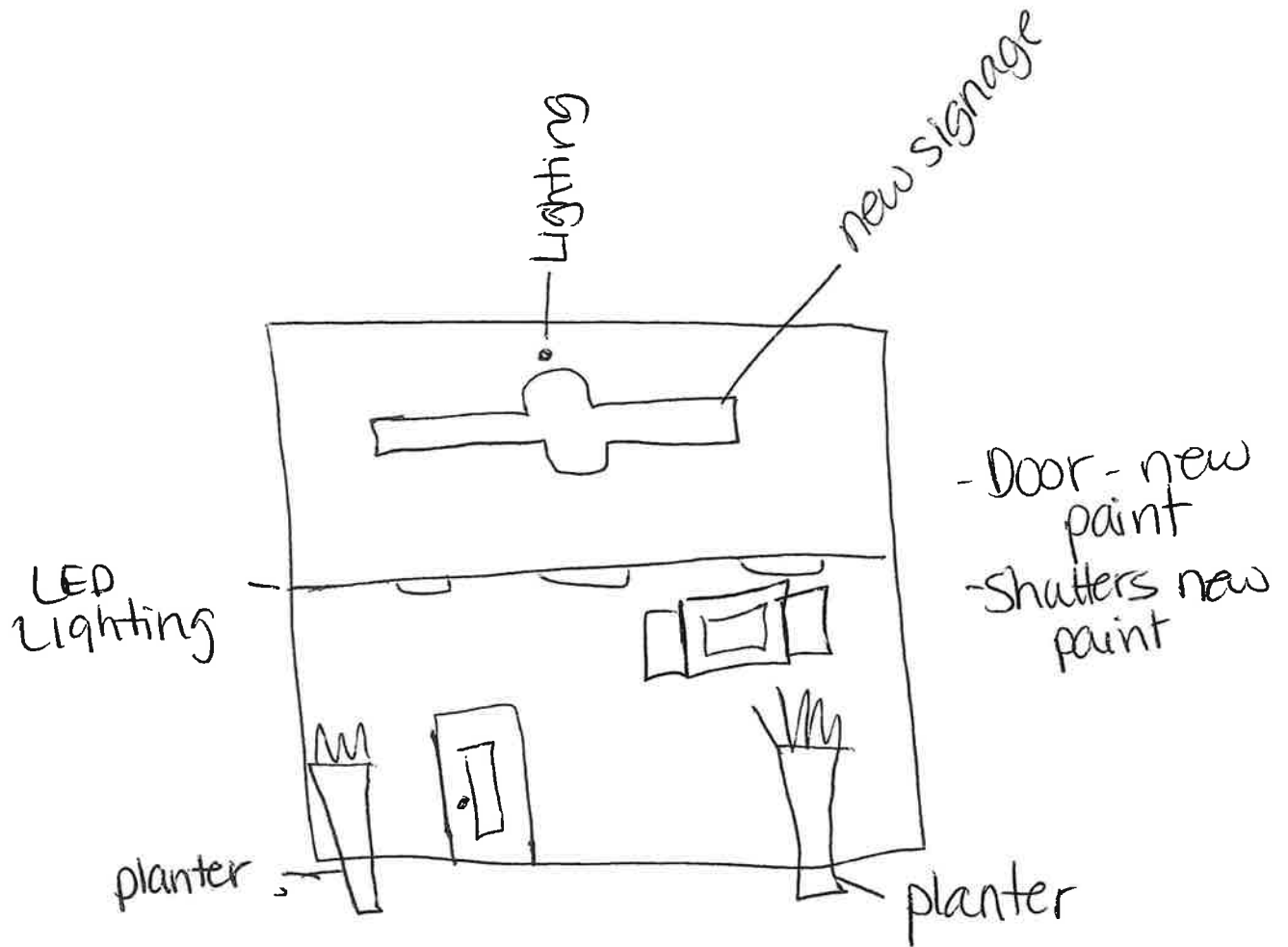
Paint for the front: \$85.00

Planters: $\$89.95 \times 2 = 179.90$

Signage: \$4,000.00

Lighting: \$1312.00

Total: \$5,576.90





October 25, 2023

Brew Unto Others Coffee Shop
119 S. Main St.
Lamar, CO 81052
719.336.1331
Terabender74@gmail.com

Re: Brew Unto Others store front lighting.

Grett Electrical Contracting Inc. is pleased to provide you with the following proposal. We hereby propose to furnish the material and perform the labor necessary for the above project as per our discussion:

- Remove and install 3 new canopy lights.
- And install photocell.

1,312.00

All material is guaranteed to be specified and the above work to be performed and completed in a workmanlike manner.

Respectfully submitted,

Elmer Grett
Grett Electrical Contracting, Inc.

PO BOX 1195
719.336.8480
grettelectric@gmail.com



February 20, 2024

Prowers Economic Prosperity
223 South Main
Lamar, CO 81052

Please find attached the application for the Business Enhancement Incentive Program. Grace Fellowship Church has given permission to Brew Unto Others to apply for grant funds to enhance the facade of the building.

If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in dark ink, appearing to read "Scott Crampton", written over a horizontal line.

Scott Crampton
Grace Fellowship Church Elder Board President

HOME OF

GRACE

Fellowship Church



THE

BREW

Coffee Shop

URBAN RENEWAL AUTHORITY FAÇADE GRANT AGREEMENT

Grace Fellowship Church

1.0 PARTIES. The parties to this Agreement (the "Agreement") are, the LAMAR REDEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (the "AUTHORITY"), and Grace Fellowship Church (the "OWNER"). The parties are also referred to herein collectively as the "Parties" or individually as a "Party".

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

2.01 The AUTHORITY is carrying out the Downtown Lamar Urban Renewal Plan (the "Plan"), which was adopted by the Lamar Redevelopment Authority Board on September 14, 2009. The OWNER owns the real property located at 119 S. Main St., Lamar, CO 81052 (the "Property"), which is located within the boundaries of the Plan.

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

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

4.0 IMPROVEMENTS AND COSTS. The grant amount total is twenty percent (20%) of the total cost expended by the OWNER to complete the project not to exceed \$1,120.00 (one thousand one hundred twenty dollars) to come from the 2024 URA budget and it will be distributed as follows: upon completion and compliance with the terms provided herein, the total grant of twenty percent (20%) of the total cost expended by the OWNER to complete the project under section 4.01 not to exceed \$1,120.00, shall be payable from the AUTHORITY to the OWNER within thirty (30) days of the OWNER providing copies to the AUTHORITY of invoices for all expenses incurred for the improvements described in section 4.01 of this Agreement, and the OWNER providing evidence that the work has been entirely completed, permitted, inspected and passed inspection by the City of Lamar Chief Building Official.

4.01 Project Construction/Improvement Costs. The project consists of:

a) Façade Improvements, at 119 S. Main St., Lamar, CO, which is intended to purchase new signage, updated lighting, planters, and painting.

The total cost of the improvements was \$5,600. The Urban Renewal grant for the project will be for 20% of the total cost expended by the OWNER to complete the project not to exceed but not to exceed \$1,120.00 The OWNER acknowledges and agrees that the maximum amount available under this grant is \$1,120.00 regardless of the total amount expended by the OWNER on this project.

4.02 OWNER'S Funds. The OWNER shall be responsible for and obligated to complete all aspects of the project and improvements solely at the OWNER's own expense and cost. As stated herein, the grant provided by the AUTHORITY to the OWNER shall only be provided after the OWNER submits sufficient proof of: a) compliance permits and building codes; b) completion of the project; c) approval of the project by the Chief Building Official; and c) expenses and costs incurred by the OWNER.

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

5.0 OBLIGATIONS OF THE OWNER. Except for the project described in section 4.0 above, the OWNER agrees to make any and all other planned improvements to the Property in accordance with plans approved by the City Building Official and comply with all federal, state and local codes and ordinances, including the Lamar Building Codes. The OWNER shall be responsible for any and all expenses, fees and costs associated with the Improvements described in this project.

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

5.02 Retail Development. The Parties agree that the AUTHORITY is making this grant available to OWNER based on the AUTHORITY's belief that maintaining a successful retail

operation in OWNER's property is critical to halting the spread of blight in in the Urban Renewal district. OWNER agrees that h will use its best efforts to maintain a thriving hospitality business, employ a retail staff and contribute to the improvement of the retail business environment on Main Street, Lamar for at least five years following the completion of the repairs and improvements undertaken at the Property.

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

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

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

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

In the case of the AUTHORITY: Lamar Redevelopment Authority
Attention: Kirk Crespin, Mayor
102 East Parmenter Street
Lamar, Colorado 81052

In the case of OWNER: Grace Fellowship Church
119 S. Main St
Lamar, CO 81052

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

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

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

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

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

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

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

15.0 ENFORCED DELAY. The AUTHORITY shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties (including the Owner), acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or

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

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

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

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

AUTHORITY

LAMAR REDEVELOPMENT AUTHORITY

By: _____
Kirk Crespin, Chair

Attest:

Linda Williams, Secretary

OWNER

By: _____
Grace Fellowship Church

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL

Monday, April 8, 2024 – 7:00 p.m.

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

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

GENERAL BUSINESS

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

CONSENT AGENDA

- Item 1 – Approval of Council Meeting Minutes – 3/25/2024
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 3/12/2024
- Item 3 – Payment of Bills _____
- Item 4 – License Renewals _____
 - a) Retail Liquor Store License (City) – Coronica’s – 100 N. Main St.
 - b) Fermented Malt & Wine (City) – Love’s Country Store #38 – 301 E. Olive St.
 - c) Hotel & Restaurant (City) – Cobblestone Hotel & Suites – Lamar – 1215 N. Main St.

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 – Proposed Agreement for Law Enforcement Services and Security Services

Item 2 – Approve Proclamation No. 24-01 – “A Proclamation of the City of Lamar Declaring April 30th, 2024 as Arbor Day and April 28th, 2024 through May 4th, 2024 as Arbor Week”

Item 3 – Presentation of Tree City U.S.A. Award and Announcement of Activities Regarding Arbor Week and Arbor Day

Item 4 – Appointments for the Public Safety Board

Item 5 – Appointments for Airport Advisory Board

Item 6 – Motion to Ratify Approval to Provide Letter of Support to Lamar Community College to Submit with Their Grant Application for Congressionally Directed Spending Funds

Item 7 – Ports-to-Plains Update

Item 8 – Approve Bank Resolution for Lamar Utility Board Check Signing

Item 9 – Authorization for Check Signing

Item 10 – Award Bid for New Financial Software

Item 11 – Network Penetration Test

Item 12 – Approval and Signature of Agreement with Royalty Construction for Main Street Beautification Project

Item 13 – Approve Proclamation 24-02 – “A Proclamation of the City of Lamar Designating the month of April 2024 as National Child Abuse Prevention Month”

Item 14 – Miscellaneous

Item 15 – Executive Session - **(1)** For discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(f) for follow up regarding City Clerk, City Treasurer, and City Administrator’s annual reviews **(2)** Follow up with City Administrator for directions for City Council under C.R.S. §24-6-402(4)(f) **(3)** For a conference with the City Attorney for the purpose of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

NEXT CITY COUNCIL MEETING – Monday, April 22, 2024 @ 7:00 P.M Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

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

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

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

Absent: Joe Gonzales

Consent Agenda

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

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

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

Item #3 – Payment of Bills

General Fund-Vouchers #98810-#98935

Item #4 – License – Renewals

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

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

Voting No: None

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

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

Item #2 – Approval of Minutes for Boards and Commissions

- a) Utilities Board – 2/27/2024

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

Voting No: None

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

Audience Participation

None

City Treasurer Report

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

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

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

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

City Clerk Report

None

City Administrator Report

CML Conference

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

SECO Senior All Star Games

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

Coffee with Rob

City Administrator announced schedule for Coffee with Rob.

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

Project Update

City Administrator Evans reported on the following:

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

Miscellaneous

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

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

Reports and Correspondence from Council

Water Board Update

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

PEP Update

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

LPI Update

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

Fire Department

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

Electronic Speed Limit Sign

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

Congressionally Direct Spending

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

Ark Valley River Basin Authority Board Meeting

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

NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sand & Sage Round-Up Wild West Barbecue Committee Request

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

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

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

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

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

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

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

Colorado Pet Over-Population Fund Grant

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

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

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

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

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

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

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

Ports to Plains Update

Postponed to next regular meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Services Agreement with SoCO Medical Direction PLLC

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

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

Voting No: None

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

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

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

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

Voting No: None

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

Pending In-Kind Assistance Request

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

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

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

Variance Regarding Lot Size for Re-plat at 600 S 2nd St. and 308 E. Pearl St.

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

Voting Yes: Mata, Jenkins, Crespin, Zavala, Crampton

Voting No: Tamez

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

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

Adjournment

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

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

Voting No: None

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

The meeting adjourned at 10:53 p.m.

Linda Williams – City Clerk

Kirk Crespín – Mayor

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
March 12, 2024**

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

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

Absent:

Minutes of Previous Meeting – February 27, 2024

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of February 27, 2024.

Voting Yes: Brooke, Thrall, Leonard, Stagner

Voting No: None

Abstain: Bellomy

Purchase Orders #92836 through #92879

Boardmember Stagner moved and Boardmember Brooke seconded to approve purchase orders #92836 through #92879 in the amount of \$757,152.41.

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

Voting No: None

Payment of Bills

Boardmember Stagner moved and Boardmember Leonard seconded to approve payment of bills: Vouchers #54230 through #54286 for a total of \$845,830.52

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

Voting No: None

System Operating Report

Superintendent Hourieh reported that in efforts to improve system reliability, the line crew replaced six wooden poles with six class II 40 foot ductile iron poles on the east end 24.9kv circuit from the river crossing to Hwy 196 by West Farms area. The crew replaced a failed testing wooden pole with a 40 foot class II wooden pole on the SW 24.9kv circuit at the Big Timbers Museum. He stated the crew has also been performing tree trimming, general line maintenance and have installed 14 pole enforcers on circuit poles that cross major highways.

Superintendent Hourieh reported that on Saturday, March 2, 2024, the distribution system was impacted by high winds. At around 10:00 a.m. a wild fire broke out near Boggsville at Hwy 101 and quickly spread northeast, reaching the 69kv line southeast of Las Animas. The fire burned two 69kv structures that also have an underbuilt 4kv circuit. The fire caused a power outage to Ft. Lyon area. Las Animas requested that we feed Ft. Lyon, which we did using the 69kv line from Lamar to east side of Ft. Lyon's substation. Las Animas and LUB line crew worked together to replace the burned structures. They installed two 70 foot Class I steel poles, one 70 foot Class I wooden

pole, and one 65 foot Class I steel pole. Everything was completed by 9:00 a.m. this morning and we switched Ft. Lyon to Las Animas normal feed.

Superintendent Hourieh stated that with this recent fire they need to restock LUB's inventory. He has received three quotes from the following, McWane \$23,842.26, Border States \$26,254.66, and Western United \$24,762.89. He will need an approval to move forward with this purchase. Also a CIRSA claim has been opened on this case.

Boardmember Brooke moved and Boardmember Leonard seconded to approve and award purchase to McWane Poles in the amount of \$23,842.26.

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

Voting No: None

Leala Owen handed out copies of the current purchase policy that had been approved in 2022. At the time of approval she does not believe that the boardmembers had received copies for their records.

Adjournment

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

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

Voting No: None

The meeting adjourned at 12:36 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FOR BANK ACCT:1 FRONTIER BANK									
98936		1	RONALD TROWBRIDGE						
			5230/621214460: ACCT 5230 REFU	U100001483	369.16	0.00	28.13		
			5230/621214460: ACCT 5230 REFU	U100001483	369.16	0.00	112.43		
			** PAYMENT TOTAL **	2	140.56	0.00	140.56	03/27/24	121933
98937		1	LUIS A SOTO						
			18289/615154095: ACCT 18289 RE	U100001484	27.24	0.00	27.24		
			** PAYMENT TOTAL **	1	27.24	0.00	27.24	03/27/24	121933
98938		1	BARBARA EYE						
			19365/615151830: ACCT 19365 RE	U100001485	32.58	0.00	32.58		
			** PAYMENT TOTAL **	1	32.58	0.00	32.58	03/27/24	121933
98939		1	NICOLE M STEININGER						
			23067/612123960: ACCT 23067 RE	U100001488	124.81	0.00	46.55		
			** PAYMENT TOTAL **	1	46.55	0.00	46.55	03/27/24	121933
98940		1	ELIZABETH J NOWAK						
			23137/609095390: ACCT 23137 RE	U100001489	92.53	0.00	46.12		
			** PAYMENT TOTAL **	1	46.12	0.00	46.12	03/27/24	121933
98941		266	PITSTOP OIL LLC						
			EQWALNT- DIESEL	1490531	22,488.00	0.00	22,488.00		
			** PAYMENT TOTAL **	1	22,488.00	0.00	22,488.00	03/29/24	121988
98942		532	JAYSON LOVELAND						
			TRAVEL EXPENSE-RE-CERTIFICATIO	441385	162.25	0.00	162.25		
			** PAYMENT TOTAL **	1	162.25	0.00	162.25	03/29/24	121988
98943		1295	ESEQUEL GRIEGO						
			TRAVEL EXPENSE-RE-CERTIFICATIO	441384	162.25	0.00	162.25		
			** PAYMENT TOTAL **	1	162.25	0.00	162.25	03/29/24	121988
98944		99999	BRIDGET CASTANEDA						
			REFUND YOUTH SPRING SOCCER	03-29-2024	28.00	0.00	28.00		
			** PAYMENT TOTAL **	1	28.00	0.00	28.00	03/29/24	121988
98945		99999	SUSAN FERRANDEZ						
			REFUND YOUTH SPRING SOCCER	03/29/2024	28.00	0.00	28.00		
			** PAYMENT TOTAL **	1	28.00	0.00	28.00	03/29/24	121988
98946		99999	AARON VEGA						
			REFUND YOUTH SPRING SOCCER	3-29-2024	28.00	0.00	28.00		
			** PAYMENT TOTAL **	1	28.00	0.00	28.00	03/29/24	121988
98947		1	JOHNATHON R TOMBLESON						
			3076/610107780: ACCT 3076 REFU	U100001490	80.74	0.00	13.75		
			** PAYMENT TOTAL **	1	13.75	0.00	13.75	03/29/24	121993
98948		1	ROB/NANCY HAVENSTEIN						
			4543/615153550: ACCT 4543 REFU	U100001491	891.70	0.00	147.78		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98949		1	4543/615153550: ACCT 4543 REFU ** PAYMENT TOTAL ** MIKE RAINWATER 9061/063173620: ACCT 9061 REPU ** PAYMENT TOTAL **	0100001491 0100001492	891.70 573.72	0.00 0.00	425.94 573.72	03/29/24	121993
98950		1	MARK DORENKAMP 14743/063082294: ACCT 14743 RE ** PAYMENT TOTAL **	0100001493	293.97 57.01	0.00 0.00	57.01 57.01	03/29/24	121993
98951		770	CITY OF LAMAR-WATER INVEST FEE MARCH 2024 INVESTMENT FEE ** PAYMENT TOTAL **	3-2024	87,373.87 87,373.87	0.00 0.00	87,373.87 87,373.87	03/29/24	121995
98952		2690	LEGALSHIELD CORPORATE OFFICE MARCH-2024 LEGAL SHIELD MARCH-2024 LEGAL SHIELD MARCH-2024 LEGAL SHIELD ** PAYMENT TOTAL **	MARCH-2024 MARCH-2024 MARCH-2024	208.45 208.45 208.45	0.00 0.00 0.00	129.69 18.43 60.33	04/01/24	122052
98953		2709	COUNTY HEALTH POOL APRIL 2024 CHP PREMIUM APRIL 2024 CHP PREMIUM APRIL 2024 CHP PREMIUM APRIL 2024 CHP PREMIUM APRIL 2024 CHP PREMIUM ** PAYMENT TOTAL **	APRIL-2024 APRIL-2024 APRIL-2024 APRIL-2024 APRIL-2024	186,703.96 186,703.96 186,703.96 186,703.96 186,703.96	0.00 0.00 0.00 0.00 0.00	11,567.17 7,767.41 5,179.67 11,893.24 88,492.51	04/01/24	122052
98954		3021	LINCOLN NAT'L LIFE INSURANCE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LIFE APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN LTD APRIL 2024 LINCOLN STD APRIL 2024 LINCOLN STD APRIL 2024 LINCOLN STD	APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LIFE APRIL-2024-LTD APRIL-2024-LTD APRIL-2024-LTD APRIL-2024-LTD APRIL-2024-LTD APRIL-2024-LTD APRIL-2024-STD APRIL-2024-STD APRIL-2024-STD	1,772.89 1,772.89 1,772.89 1,772.89 1,772.89 1,772.89 1,772.89 1,772.89 2,053.71 2,053.71 2,053.71 2,053.71 2,053.71 2,053.71 1,870.83 1,870.83 1,870.83	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	65.22 45.40 118.55 963.80 126.48 90.80 139.19 1,491.08 152.87 122.77 89.65 58.15 132.49 1,335.59 149.53		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	HF/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			FED W/H:5026:800:03/30/24	5026:323	817.07	0.00	817.07		
			COLO W/H:5026:810:03/30/24	5026:324	622.00	0.00	622.00		
			MEDICARE:5026:701:03/30/24	5026:325	243.57	0.00	243.57		
			MEDICARE:5026:801:03/30/24	5026:326	243.57	0.00	243.57		
			SOC SEC BN:5026:702:03/30/24	5026:327	136.60	0.00	136.60		
			SOC SEC:5026:802:03/30/24	5026:328	136.60	0.00	136.60		
			PENSION:5026:275:03/30/24	5026:346	1,269.60	0.00	1,269.60		
			INTEGRATED:5026:288:03/30/24	5026:347	38.42	0.00	38.42		
			PENSION:5026:775:03/30/24	5026:348	1,428.32	0.00	1,428.32		
			INTEGRATED:5026:788:03/30/24	5026:349	59.76	0.00	59.76		
			FED W/H:5026:800:03/30/24	5026:375	473.53	0.00	473.53		
			COLO W/H:5026:910:03/30/24	5026:376	282.00	0.00	282.00		
			MEDICARE:5026:701:03/30/24	5026:377	115.47	0.00	115.47		
			MEDICARE:5026:801:03/30/24	5026:378	115.47	0.00	115.47		
			SOC SEC BN:5026:702:03/30/24	5026:379	105.38	0.00	105.38		
			SOC SEC:5026:802:03/30/24	5026:380	105.38	0.00	105.38		
			PENSION:5026:275:03/30/24	5026:393	544.63	0.00	544.63		
			INTEGRATED:5026:288:03/30/24	5026:394	27.91	0.00	27.91		
			ONEA ROTH:5026:293:03/30/24	5026:395	25.56	0.00	25.56		
			PENSION:5026:775:03/30/24	5026:396	612.71	0.00	612.71		
			INTEGRATED:5026:788:03/30/24	5026:397	43.41	0.00	43.41		
			FED W/H:5026:800:03/30/24	5026:425	1,268.46	0.00	1,268.46		
			COLO W/H:5026:810:03/30/24	5026:426	733.20	0.00	733.20		
			MEDICARE:5026:701:03/30/24	5026:427	244.41	0.00	244.41		
			MEDICARE:5026:801:03/30/24	5026:428	244.41	0.00	244.41		
			SOC SEC BN:5026:702:03/30/24	5026:429	355.31	0.00	355.31		
			SOC SEC:5026:802:03/30/24	5026:430	355.31	0.00	355.31		
			PENSION:5026:275:03/30/24	5026:449	1,154.44	0.00	1,154.44		
			ABT \$457K:5026:280:03/30/24	5026:450	35.00	0.00	35.00		
			ICMA:5026:283:03/30/24	5026:451	13.19	0.00	13.19		
			INTEGRATED:5026:288:03/30/24	5026:452	112.00	0.00	112.00		
			PENSION:5026:775:03/30/24	5026:453	1,298.77	0.00	1,298.77		
			ICMA:5026:783:03/30/24	5026:454	13.19	0.00	13.19		
			INTEGRATED:5026:788:03/30/24	5026:455	174.22	0.00	174.22		
			FED W/H:5026:800:03/30/24	5026:490	1,450.67	0.00	1,450.67		
			COLO W/H:5026:810:03/30/24	5026:491	934.30	0.00	934.30		
			MEDICARE:5026:701:03/30/24	5026:492	290.76	0.00	290.76		
			MEDICARE:5026:801:03/30/24	5026:493	290.76	0.00	290.76		
			SOC SEC BN:5026:702:03/30/24	5026:494	652.23	0.00	652.23		
			SOC SEC:5026:802:03/30/24	5026:495	652.23	0.00	652.23		

City of Lamar
 Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			PENSION:5026:275:03/30/24	5026:523	1,117.74	0.00	1,117.74		
			ICMA:5026:283:03/30/24	5026:524	35.17	0.00	35.17		
			INTEGRATED:5026:288:03/30/24	5026:525	211.41	0.00	211.41		
			PENSION:5026:775:03/30/24	5026:526	1,257.48	0.00	1,257.48		
			ICMA:5026:783:03/30/24	5026:527	35.17	0.00	35.17		
			INTEGRATED:5026:788:03/30/24	5026:528	328.87	0.00	328.87		
			ABT \$457K:5026:280:03/30/24	5026:530	75.00	0.00	75.00		
			FED W/H:5026:800:03/30/24	5026:568	656.19	0.00	656.19		
			COLO W/H:5026:810:03/30/24	5026:569	447.52	0.00	447.52		
			PENS LOAN:5026:475:03/30/24	5026:57	367.14	0.00	367.14		
			MEDICARE:5026:701:03/30/24	5026:570	181.37	0.00	181.37		
			MEDICARE:5026:801:03/30/24	5026:571	181.37	0.00	181.37		
			SOC SEC BN:5026:702:03/30/24	5026:572	167.01	0.00	167.01		
			SOC SEC:5026:802:03/30/24	5026:573	167.01	0.00	167.01		
			PENSION:5026:275:03/30/24	5026:593	855.55	0.00	855.55		
			ABT 457K:5026:284:03/30/24	5026:594	15.98	0.00	15.98		
			INTEGRATED:5026:288:03/30/24	5026:595	47.64	0.00	47.64		
			PENSION:5026:775:03/30/24	5026:596	962.49	0.00	962.49		
			INTEGRATED:5026:788:03/30/24	5026:597	74.11	0.00	74.11		
			PENSION:5026:275:03/30/24	5026:68	6,837.31	0.00	6,837.31		
			VOL APT #:5026:276:03/30/24	5026:69	41.84	0.00	41.84		
			VOL APT #:5026:277:03/30/24	5026:70	15.00	0.00	15.00		
			ABT \$457K:5026:280:03/30/24	5026:71	100.00	0.00	100.00		
			ICMA:5026:283:03/30/24	5026:72	39.56	0.00	39.56		
			ABT 457K:5026:284:03/30/24	5026:73	92.37	0.00	92.37		
			INTEGRATED:5026:288:03/30/24	5026:74	1,231.07	0.00	1,231.07		
			ONEA ROTH:5026:293:03/30/24	5026:75	178.05	0.00	178.05		
			PD ROTH #:5026:294:03/30/24	5026:76	335.00	0.00	335.00		
			ONEA ROTH:5026:295:03/30/24	5026:77	50.00	0.00	50.00		
			PENSION:5026:775:03/30/24	5026:78	7,691.93	0.00	7,691.93		
			ICMA:5026:783:03/30/24	5026:79	39.56	0.00	39.56		
			INTEGRATED:5026:788:03/30/24	5026:80	1,914.95	0.00	1,914.95		
			ABT \$457K:5026:280:03/30/24	5026:81	250.00	0.00	250.00		
			ABT 457K:5026:284:03/30/24	5026:82	136.55	0.00	136.55		
			** PAYMENT TOTAL **	89	84,407.15	0.00	84,407.15	04/02/24	122082
98960		2056	CITY OF LAMAR-PAYROLL						
			MISC DEDUC:5026:306:03/30/24	5026:54	50.00	0.00	50.00		
			UTIL BILLS:5026:405:03/30/24	5026:55	410.99	0.00	410.99		
			UTIL BILLS:5026:405:03/30/24	5026:588	75.71	0.00	75.71		
			** PAYMENT TOTAL **	3	536.70	0.00	536.70	04/02/24	122082

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98961		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:5026:731:03/30/24	5026:599	422.32	0.00	422.32		
			POL FPPA:5026:730:03/30/24	5026:84	1,448.79	0.00	1,448.79		
			FIRE FPPA:5026:731:03/30/24	5026:85	437.81	0.00	437.81		
			** PAYMENT TOTAL **		2,308.92	0.00	2,308.92	04/02/24	122082
98962		2404	PROFESSIONAL FINANCE CO						
			2023C30030:5026:653:03/30/24	5026:590	25.00	0.00	25.00		
			2023C30030:5026:653:03/30/24	5026:62	25.00	0.00	25.00		
			** PAYMENT TOTAL **		50.00	0.00	50.00	04/02/24	122082
98963		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:5026:309:03/30/24	5026:66	126.00	0.00	126.00		
			** PAYMENT TOTAL **		126.00	0.00	126.00	04/02/24	122082
98964		3362	FAMILY SUPPORT REGISTRY						
			11882487:5026:522:03/30/24	5026:59	348.00	0.00	348.00	04/02/24	122082
			** PAYMENT TOTAL **		348.00	0.00	348.00	04/02/24	122082
98965		3513	FAMILY SUPPORT REGISTRY						
			#18220129:5026:589:03/30/24	5026:589	168.75	0.00	168.75		
			#18220129:5026:589:03/30/24	5026:60	168.75	0.00	168.75		
			** PAYMENT TOTAL **		337.50	0.00	337.50	04/02/24	122082
98966		2073	FRONTIER BANK						
			RETURNED CHECK PM & SONS	04-02-2024	888.00	0.00	888.00		
			** PAYMENT TOTAL **		888.00	0.00	888.00	04/02/24	122094
98967		99999	CHARLES DERBY						
			REFUND OF REC PUNCH PASS	04-02-2024	45.00	0.00	45.00		
			** PAYMENT TOTAL **		45.00	0.00	45.00	04/02/24	122094
98968		2	A-1 RENTAL AND SALES INC						
			MISC SUPPLIES	102407	10.00	0.00	10.00		
			MISC SUPPLIES	59914	717.74	0.00	717.74		
			** PAYMENT TOTAL **		727.74	0.00	727.74	04/03/24	122125
98969		15	LAMAR BMS						
			monthly supplies	421280	3.99	0.00	3.99		
			monthly supplies	421363	108.45	0.00	108.45		
			monthly supplies	421408	11.49	0.00	11.49		
			monthly supplies	421472	13.99	0.00	13.99		
			monthly supplies	421482	20.99	0.00	20.99		
			monthly supplies	421502	155.53	0.00	155.53		
			monthly supplies	421519	40.88	0.00	40.88		
			monthly supplies	421592	17.99	0.00	17.99		
			monthly supplies	421715	9.79	0.00	9.79		
			monthly supplies	421791	50.76	0.00	50.76		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98970		22	monthly supplies	421982	4.99	0.00	4.99		
			SANITATION- PLUGS/CONNECTOR	42203	23.37	0.00	23.37		
			monthly supplies	422037	5.99	0.00	5.99		
			monthly supplies	422096	19.77	0.00	19.77		
			monthly supplies	422147	0.67	0.00	0.67		
			monthly supplies	422148	4.33	0.00	4.33		
			monthly supplies	422220	10.99	0.00	10.99		
			STREET- PAINT/HILLMAN FASTNER	422406	39.74	0.00	39.74		
			Water/WW-Service Materials	422435	20.27	0.00	20.27		
			monthly supplies	422440	6.29	0.00	6.29		
			STREET- PAINT/HILLMAN FASTNER	422444	50.55	0.00	50.55		
			monthly supplies	422490	3.78	0.00	3.78		
			MISC	422571	19.28	0.00	19.28		
			WA/WW-Stock Material	422632	32.05	0.00	32.05		
			monthly supplies	422890	2.80	0.00	2.80		
			MISC	423029	12.77	0.00	12.77		
			Supplies	423043	45.57	0.00	45.57		
			** PAYMENT TOTAL **	27	737.07	0.00	737.07	04/03/24	122125
			CITY OF LAMAR-UTILITIES						
			MARCH 2024 UTILITY BILLING	MARCH-2024	42,639.23	0.00	42,639.23		
			MARCH 2024 UTILITY BILLING	MARCH/2024	13,504.86	0.00	12,995.75		
			MARCH 2024 UTILITY BILLING	MARCH/2024	13,504.86	0.00	509.11		
			** PAYMENT TOTAL **	3	56,144.09	0.00	56,144.09	04/03/24	122125
			COURTNEY MCCORKLE						
			2024 MENS BASKETBALL	4-2-2024	800.00	0.00	800.00		
			** PAYMENT TOTAL **	1	800.00	0.00	800.00	04/03/24	122125
			AIRGAS USA LLC						
			SANITATION- ARCAL FLUX/ SFTY	9147890616	196.94	0.00	196.94		
			CEMETERY-SAFETY GLASSES	9148294307	93.60	0.00	93.60		
			** PAYMENT TOTAL **	2	290.54	0.00	290.54	04/03/24	122125
			LAMAR AUTO PARTS						
			EOMAINT - STRAINER/RELAY/RESIS	728219	108.55	0.00	108.55		
			EOMAINT - STRAINER/RELAY/RESIS	730086	77.95	0.00	77.95		
			EOMAINT - STRAINER/RELAY/RESIS	732125	214.44	0.00	214.44		
			EOMAINT - STRAINER/RELAY/RESIS	732127	342.64	0.00	342.64		
			SANITATION- 24IN FORCE BLADE	732160	45.98	0.00	45.98		
			EOMAINT - STRAINER/RELAY/RESIS	732221	143.48	0.00	143.48		
			EOMAINT - STRAINER/RELAY/RESIS	732295	47.30	0.00	47.30		
			EOMAINT - STRAINER/RELAY/RESIS	732312	2.20	0.00	2.20		
			EOMAINT - STRAINER/RELAY/RESIS	732579	24.83	0.00	24.83		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98974		74	MOTOROLA SOLUTIONS INC E911 COM CENTER UPGRADE DOLA G	1187119161	17,007.40	0.00	17,007.40	04/03/24	122125
			** PAYMENT TOTAL **	1	17,007.40	0.00	17,007.40		122125
98975		82	PROWERS COUNTY E911 OEM SHARED EXPENSE 2023	23094	1,860.28	0.00	1,860.28	04/03/24	122125
			E911 OEM SHARED EXPENSE 2023	23095	2,240.04	0.00	2,240.04	04/03/24	122125
			** PAYMENT TOTAL **	2	4,100.32	0.00	4,100.32		122125
98976		87	RANCHERS SUPPLY OF LAMAR LLC WA//HW- Service Materials	1-2404	48.90	0.00	48.90	04/03/24	122125
			MISC	1-2448	120.15	0.00	120.15	04/03/24	122125
			SANITATION- CABLE/CLAMP/THIMBL	2-5673	370.00	0.00	370.00	04/03/24	122125
			SANITATION- CABLE/CLAMP/THIMBL	2-5722	21.15	0.00	21.15	04/03/24	122125
			MISC	2-5978	13.29	0.00	13.29	04/03/24	122125
			MISC	2-6014	145.41	0.00	145.41	04/03/24	122125
			MISC	2-6023	28.95	0.00	28.95	04/03/24	122125
			CREDIT MEMO- RETURNED METAL	6559	336.00-	0.00	336.00-	04/03/24	122125
			** PAYMENT TOTAL **	8	411.85	0.00	411.85		122125
98977		89	4 RIVERS EQUIPMENT-AG LLC Water/HW-Excavator Bucket	1580319	5,500.00	0.00	5,500.00	04/03/24	122125
			** PAYMENT TOTAL **	1	5,500.00	0.00	5,500.00		122125
98978		109	VALLEY ELECTRONICS Batteries for City Use	10143013	26.98	0.00	26.98	04/03/24	122125
			** PAYMENT TOTAL **	1	26.98	0.00	26.98		122125
98979		170	FASTENNL COMPANY SANITATION- BOLTS	COPU299800	18.47	0.00	18.47	04/03/24	122125

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98980		197	** PAYMENT TOTAL ** SCHWARTZ MARKETING INC Ads	1	18.47	0.00	18.47	04/03/24	122125
			** PAYMENT TOTAL **	1	506.25	0.00	506.25	04/03/24	122125
98981		213	NKC TIRE EOMAIN- TIRES/REPAIRS EOMAIN- TIRES/REPAIRS EOMAIN- TIRES/REPAIRS ** PAYMENT TOTAL **	3	94.67	0.00	94.67	04/03/24	122125
			** PAYMENT TOTAL **	3	46.89	0.00	46.89	04/03/24	122125
			** PAYMENT TOTAL **	3	23.89	0.00	23.89	04/03/24	122125
			** PAYMENT TOTAL **	3	23.89	0.00	23.89	04/03/24	122125
98982		242	FARMERS COUNTRY MARKET WATER ** PAYMENT TOTAL **	1	51.48	0.00	51.48	04/03/24	122125
			** PAYMENT TOTAL **	1	51.48	0.00	51.48	04/03/24	122125
98983		308	LAMAR CHAMBER OF COMMERCE W/C Chamber Dues ** PAYMENT TOTAL **	1	75.00	0.00	75.00	04/03/24	122125
			** PAYMENT TOTAL **	1	75.00	0.00	75.00	04/03/24	122125
98984		333	DOUBLE K CAR WASH LLC MARCH 2024 CAR WASHES MARCH 2024 CAR WASHES MARCH 2024 CAR WASHES ** PAYMENT TOTAL **	3	419.00	0.00	419.00	04/03/24	122125
			** PAYMENT TOTAL **	3	419.00	0.00	419.00	04/03/24	122125
98985		402	ARKANSAS VALLEY DIESEL SFR INC Fire Eq - E2 & E5 Repair ** PAYMENT TOTAL **	1	107.77	0.00	107.77	04/03/24	122125
			** PAYMENT TOTAL **	1	107.77	0.00	107.77	04/03/24	122125
98986		423	WALLACE GAS & OIL INC BALL FIELDS EOMAIN- FUEL EOMAIN-UNLEADED /PROPANE EOMAIN-UNLEADED /PROPANE EOMAIN-UNLEADED /PROPANE LANDFILL- CHEVRON ULTRA BALL FIELDS LANDFILL- PROPANE DUPLICATE PAYMENT W/TAXES DUPLICATE PAYMENT LANDFILL- DIESEL LANDFILL- #2 LOW SULFUR DYED LANDFILL- #2 LOW SULFUR DYED LANDFILL- #2 LOW SULFUR DYED LANDFILL- #2 LOW SULFUR DYED LANDFILL- CHEVRON ULTRA ** PAYMENT TOTAL **	14	4,806.76	0.00	4,806.76	04/03/24	122125
			** PAYMENT TOTAL **	14	4,806.76	0.00	4,806.76	04/03/24	122125

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98988		555	PD KACTUS RENTAL SPACE ** PAYMENT TOTAL ** MACHINE SUPPLY COMPANY	APRIL-2024 1	750.00	0.00	750.00	04/03/24	122125
			EOMAIN- FLUSH/ OIL	224677	2.99	0.00	2.99		
			EOMAIN- FLUSH/ OIL	224686	33.98	0.00	33.98		
			** PAYMENT TOTAL **	2	36.97	0.00	36.97	04/03/24	122125
98989		571	SHANNON VENTURI W/C Scheduling Assistant ** PAYMENT TOTAL **	44525 1	220.00	0.00	220.00	04/03/24	122125
98990		613	GREAT PLAINS SECURITY LLC Wastewater-MonitorElectrSystem ** PAYMENT TOTAL **	014930 1	252.45	0.00	252.45	04/03/24	122125
98991		625	LAMAR ANIMAL MEDICAL CENTER LLC PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER PD EMERGEN CARE-SHELTER ** PAYMENT TOTAL **	239572 239577 239675 239908 240064 240283 240613 7	100.95 100.95 100.95 36.55 134.95 343.75 468.88 1,286.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	100.95 100.95 100.95 36.55 134.95 343.75 468.88 1,286.98	04/03/24	122125
98992		703	THE LL JOHNSON DISTRIBUTING CO SPRINKLER PARTS SPRINKLER PARTS ** PAYMENT TOTAL **	8133958-00 8133980-00 2	3,491.81 436.92 3,928.73	0.00 0.00 0.00	3,491.81 436.92 3,928.73	04/03/24	122125
98993		765	UNCC WA/WW-811 Line Locates ** PAYMENT TOTAL **	224030823 1	70.95 70.95	0.00 0.00	70.95 70.95	04/03/24	122125
98994		782	TAYLOR SEPTIC & PLUMBING unstop sewer at complex ** PAYMENT TOTAL **	INV0631 1	525.00 525.00	0.00 0.00	525.00 525.00	04/03/24	122125
98995		847	BEAN OF LIFE INC SCOOTERS 3RD YR INCENTIVE 603 ** PAYMENT TOTAL **	44558 1	14,379.62 14,379.62	0.00 0.00	14,379.62 14,379.62	04/03/24	122125
98996		895	O'REILLY AUTOMOTIVE STORES INC EOMAIN- LAMP/VBELT/TENSIONER EOMAIN- LAMP/VBELT/TENSIONER SANITATION- BLADES EOMAIN- LAMP/VBELT/TENSIONER ** PAYMENT TOTAL **	2906-244318 2906-244412 2906-244951 2906-244975 4	142.02 104.79 66.48 3.81 317.10	0.00 0.00 0.00 0.00 0.00	142.02 104.79 66.48 3.81 317.10	04/03/24	122125

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
98997		931	HEAVENS BEST CARPET CLEANING SOUTH HALL WAY ** PAYMENT TOTAL **	1	287.25	0.00	287.25	04/03/24	122125
98998		940	MY WHOLESALÉ PRODUCTS MISC Water/WW- CopyPaper/CoffeeCups W/C Toilet Paper & Paper Towel ** PAYMENT TOTAL **	3	762.60	0.00	762.60	04/03/24	122125
98999		1025	ALL'S BOOT REPAIR AND MORE Fire Op - Pant Repair ** PAYMENT TOTAL **	1	30.00	0.00	30.00	04/03/24	122125
99000		1049	GRAINGER INC EOMAIN- CAM LATCH, KEYP ** PAYMENT TOTAL **	1	78.70	0.00	78.70	04/03/24	122125
99001		1083	ROSARIO ALTERATIONS PD MENDING/PATCHES ** PAYMENT TOTAL **	1	92.00	0.00	92.00	04/03/24	122125
99002		1127	DELL MARKETING LP MARQUEE LAPTOP ** PAYMENT TOTAL **	1	983.42	0.00	983.42	04/03/24	122125
99003		1225	DIGITCOM ELECTRONICS INC Fire Op - Radio Power Cord ** PAYMENT TOTAL **	1	26.44	0.00	26.44	04/03/24	122125
99004		1229	VOIANCE LANGUAGE SERVICES LLC E911 INTERPRETATION SERVICES ** PAYMENT TOTAL **	1	9.66	0.00	9.66	04/03/24	122125
99005		1273	HENRY SCHEIN INC Amb Op - Med Supplies ** PAYMENT TOTAL **	1	719.49	0.00	719.49	04/03/24	122125
99006		1301	SE COLO BASKETBALL OFFICIALS 2024 5TH/6TH GRADE BASKETBALL ** PAYMENT TOTAL **	1	1,240.00	0.00	1,240.00	04/03/24	122125
99007		1306	HOME STORE LLC monthly supplies 3V PHOTO BATTERY RETURN MISC TREE BOARD-TREES FERTILIZER Water- Well1 10&17wellhouseDoor	1	162.24 22.98 9.00- 49.98 1,601.89 17,082.00 31.47	0.00 0.00 0.00 0.00 0.00 0.00 0.00	162.24 22.98 9.00- 49.98 1,601.89 17,082.00 31.47		122125

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
99008		1358	Water- Well 10&17WellhouseDoor MISC ** PAYMENT TOTAL **	163697 163743 9	2,300.00 2.99 21,244.55	0.00 0.00 0.00	2,300.00 2.99 21,244.55	04/03/24	122125
99009		1359	PLAINS DISPOSAL LLC MARCH-2024 POTTY RENTALS ** PAYMENT TOTAL **	MARCH-2024 MARCH-2024 2	337.50 337.50 337.50	0.00 0.00 0.00	237.50 100.00 337.50	04/03/24	122125
99010		1361	DAYLIGHT DONUTS cookies for party ** PAYMENT TOTAL **	6956-44 1	80.00 80.00	0.00 0.00	80.00 80.00	04/03/24	122125
99011		1362	JAIIME MONGARAY Safety boots ** PAYMENT TOTAL **	441251 1	42.75 42.75	0.00 0.00	42.75 42.75	04/03/24	122125
99012		1363	GABRIEL BENNABIDES 2024 - MEN'S BASKETBALL ** PAYMENT TOTAL **	4-03-2024 4-3-2024 2	150.00 740.00 890.00	0.00 0.00 0.00	150.00 740.00 890.00	04/03/24	122125
99013		1954	LEVRY REYES RAMOS 2024 5TH/6TH GRADE BASKETBALL 2024 5TH/6TH GRADE BASKETBALL ** PAYMENT TOTAL **	4-03-2024 4-3-2024 2	225.00 100.00 325.00	0.00 0.00 0.00	225.00 100.00 325.00	04/03/24	122125
99014		2081	USA BLUE BOOK WA/WW- Filter ** PAYMENT TOTAL **	INV00311683 1	130.68 130.68	0.00 0.00	130.68 130.68	04/03/24	122125
99015		2130	RESERVE ACCOUNT PRE-PAID POSTAGE ** PAYMENT TOTAL **	PREPOSTAGE4/1/24 1	2,000.00 2,000.00	0.00 0.00	2,000.00 2,000.00	04/03/24	122125
99016		2252	INSTIGHT PUBLIC SECTOR INC FIREWALL RENEWAL ANTIVIRUS RENEWAL Adobe Acrobat 2020 Lisences BARRACUDA SUBSCRIPTION RENEWAL ** PAYMENT TOTAL **	101145832 1101145242 1101145244 1101145555 4	26.49 1,496.60 634.20 1,409.76 3,567.05	0.00 0.00 0.00 0.00 0.00	26.49 1,496.60 634.20 1,409.76 3,567.05	04/03/24	122125
			ATMOS ENERGY MARCH-2024 BILLING-ENG MARCH-2024 BILLING-AIRPORT MARCH-2024 BILLING-AIRPORT MARCH-2024 BILLING-AIRPORT MARCH-2024 BILLING-AIRPORT MARCH-2024 BILLING-LEE #3 MARCH-2024 BILLING-CEM SHOP	3015171304-3-24 3015172063-3-24 3015172358-3-24 3015172616-3-24 3015172858-3-24 3015213125-3-2024	30.17 102.23 112.92 584.33 87.33 87.55	0.00 0.00 0.00 0.00 0.00 0.00	30.17 102.23 112.92 584.33 87.33 87.55		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BB/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/ Deductions	Net Pay	Raid Date	Batch Number
99017		2293	MARCH-2024 BILLING-DOG POUND	3015213125-3-24	87.54	0.00	87.54	04/03/24	122125
			MARCH-2024 BILLING-AIRPORT	3015213787-3-24	81.31	0.00	81.31		
			MARCH-2024 BILLING-AIRPORT	3015214053-3-24	176.15	0.00	176.15		
			MARCH-2024 BILLING-SEWER LIFT	3015214286-3-24	139.40	0.00	139.40		
			MARCH-2024 BILLING-E911	3018336809-3-24	64.57	0.00	64.57		
			MARCH-2024 BILLING-COM BLDG	3045999954-3-24	569.95	0.00	569.95		
			MARCH-2024 BILLING-POOL	3046413925-3-24	30.17	0.00	30.17		
			MARCH-2024 BILLING-LEE #7	4002614279-3-24	37.06	0.00	37.06		
			MARCH-2024 BILLING-MERCH SHOP	4019224409-3-24	103.49	0.00	103.49		
			** PAYMENT TOTAL **		2,294.17	0.00	2,294.17		
99017		2293	CHOICE SCREENING						
			Backgroud	144923	87.50	0.00	87.50		
			** PAYMENT TOTAL **		87.50	0.00	87.50	04/03/24	122125
99018		2438	REVIVAL ANIMAL HEALTH						
			PD VACCINE AND SYRINGES	INV233622	295.96	0.00	295.96		
			** PAYMENT TOTAL **		295.96	0.00	295.96	04/03/24	122125
99019		2450	WEX BANK						
			EQMAINI- FUEL	96105918-1	7,867.49	0.00	7,867.49		
			** PAYMENT TOTAL **		7,867.49	0.00	7,867.49	04/03/24	122125
99020		2500	CAPITAL ONE						
			SANITATION- RUBER/DRYERASE	00123-1	51.38	0.00	51.38		
			EASTER	01261	82.27	0.00	82.27		
			battery for blower	04106	89.00	0.00	89.00		
			breakroom supplies for complex	04107-1	165.24	0.00	165.24		
			PD ACO SUPPLIES	07433-1	91.89	0.00	91.89		
			COPY PAPER - STORE ROOM	07756	498.80	0.00	498.80		
			Water for City Council	07905	6.98	0.00	6.98		
			W/C Volunteer Dinner Supplies	44524	116.93	0.00	116.93		
			** PAYMENT TOTAL **		1,102.49	0.00	1,102.49	04/03/24	122125
99021		2511	AMERICAN ENVIRONMENTAL CONSULT						
			LANDFILL- CONSULTING	16230	532.88	0.00	532.88		
			** PAYMENT TOTAL **		532.88	0.00	532.88	04/03/24	122125
99022		2547	CONC INC						
			PD MEMBERSHIP	2024-000-247	100.00	0.00	100.00		
			** PAYMENT TOTAL **		100.00	0.00	100.00	04/03/24	122125
99023		2609	T C AUTO TRANSMISSIONS LLP						
			EQMAINI- SOLENOID PACK REPAIR	9410	1,660.54	0.00	1,660.54		
			** PAYMENT TOTAL **		1,660.54	0.00	1,660.54	04/03/24	122125
99024		2659	BIG R PROPERTIES LLC						
			EQMAINI- METRIC HEX/ HEX BOLT	140297	12.72	0.00	12.72		

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			WA//WM- Gloves / materials	140305	19.96	0.00	19.96		
			face shield for community buil	140333	18.98	0.00	18.98		
			MISC	140342	38.99	0.00	38.99		
			MISC	140348	53.95	0.00	53.95		
			MISC	140350	3.49	0.00	3.49		
			MISC	140358	75.94	0.00	75.94		
			** PAYMENT TOTAL **		224.03	0.00	224.03	04/03/24	122125
99025		2679	DIESEL LAPTOPS LLC						
			EQUIPMT- RENEWAL REMAINING BAL	INV100474	275.00	0.00	275.00		
			** PAYMENT TOTAL **		275.00	0.00	275.00	04/03/24	122125
99026		2727	HOME DEPOT PRO						
			toilet flange for streets	793235813	37.47	0.00	37.47		
			paper goods for city buildings	794452458	245.57	0.00	245.57		
			paper goods for city buildings	794452466	184.58	0.00	184.58		
			paper goods for city buildings	794690537	42.06	0.00	42.06		
			** PAYMENT TOTAL **		509.68	0.00	509.68	04/03/24	122125
99027		2727	HOME DEPOT PRO						
			paper goods for city buildings	794222174	131.70	0.00	131.70		
			** PAYMENT TOTAL **		131.70	0.00	131.70	04/03/24	122125
99028		2727	HOME DEPOT PRO						
			carpet spotter for airport	794222182	51.24	0.00	51.24		
			** PAYMENT TOTAL **		51.24	0.00	51.24	04/03/24	122125
99029		2762	JVA INC						
			JVA #190050.ENV-ON CALL 20FUND	14726	1,306.00	0.00	1,306.00		
			JVA #190050.ENV-ON CALL WATER	14726-1	2,613.50	0.00	2,613.50		
			** PAYMENT TOTAL **		3,919.50	0.00	3,919.50	04/03/24	122125
99030		2772	CANON FINANCIAL SERVICES INC						
			STREET- COPIER CONTRACT	32255839	59.71	0.00	59.71		
			COPY MACHINE	32255841	234.77	0.00	234.77		
			** PAYMENT TOTAL **		294.48	0.00	294.48	04/03/24	122125
99031		2900	AT&T MOBILITY LLC						
			MARCH-2024 BILLING	87294801351X03282024	1,139.04	0.00	1,139.04		
			MARCH-2024 BILLING	87294820464X03282024	1,275.38	0.00	93.50		
			MARCH-2024 BILLING	87294820464X03282024	1,275.38	0.00	233.75		
			MARCH-2024 BILLING	87294820464X03282024	1,275.38	0.00	854.63		
			MARCH-2024 BILLING	87294820464X03282024	1,275.38	0.00	93.50		
			MARCH-2024 BILLING	87294825779X03282024	782.59	0.00	782.59		
			MARCH-2024 BILLING	87310830973X03282024	397.93	0.00	44.03		
			MARCH-2024 BILLING	87310830973X03282024	397.93	0.00	353.90		
			MARCH-2024 BILLING	87323423014X03282024	1,000.27	0.00	1,000.27		

City of Lamar
 Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
99032		2910	** PAYMENT TOTAL ** QUICK STEEL MFG CO SANITATION- 30 YD ROLL OFF'S SANITATION- 20YD ROLL OFF'S ** PAYMENT TOTAL **	9 0000792 0000794	4,595.21 9,600.00 8,800.00 18,400.00	0.00 0.00 0.00 0.00	4,595.21 9,600.00 8,800.00 18,400.00	04/03/24 04/03/24 04/03/24 04/03/24	122125 122125 122125 122125
99033		2917	** PAYMENT TOTAL ** COLORADO ANALYTICAL LAB INC WA/W- BOD/TSSMonitoring Wells WA/W- BOD/TSSMonitoring Wells WA/W- BOD/TSSMonitoring Wells WA/W- BOD/TSSMonitoring Wells WA/W- BOD/TSSMonitoring Wells WA/W- BOD/TSSMonitoring Wells ** PAYMENT TOTAL **	2 240313033 240320015 240320025 240320047 240321038	18,400.00 73.00 68.00 53.00 303.00 73.00 570.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	18,400.00 73.00 68.00 53.00 303.00 73.00 570.00	04/03/24 04/03/24 04/03/24 04/03/24 04/03/24 04/03/24 04/03/24	122125 122125 122125 122125 122125 122125 122125
99034		3001	** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- SENSOR, BUMPER, FREIG ** PAYMENT TOTAL **	1 XA202010075:01	1,108.05 1,108.05	0.00 0.00	1,108.05 1,108.05	04/03/24 04/03/24	122125 122125
99035		3082	** PAYMENT TOTAL ** C F MAIER COMPOSITES INC WA-Insurance Claim Well bldg ** PAYMENT TOTAL **	1 2890001992	19,347.00 19,347.00	0.00 0.00	19,347.00 19,347.00	04/03/24 04/03/24	122125 122125
99036		3127	** PAYMENT TOTAL ** IRE ENTERPRISES LLC 2024 LEASE- AIRPT FUEL TRUCK ** PAYMENT TOTAL **	1 3	795.49 795.49	0.00 0.00	795.49 795.49	04/03/24 04/03/24	122125 122125
99037		3246	** PAYMENT TOTAL ** SNAP ON CREDIT LLC EQMAINT- SOLUS EDGE ** PAYMENT TOTAL **	1 03-01-24	45.75 45.75	0.00 0.00	45.75 45.75	04/03/24 04/03/24	122125 122125
99038		3305	** PAYMENT TOTAL ** CENTURYLINK E911-2024 CIVIL DEFENSE E911-2024 CIVIL DEFENSE E911 - 2023 PROMERS COM CENTER W/C Phone Service 6 mo ** PAYMENT TOTAL **	1 300426135-3-24 300426136-3-24 300426149-3-24 300777088-3-24	212.90 85.16 88.48 164.57 551.11	0.00 0.00 0.00 0.00 0.00	212.90 85.16 88.48 164.57 551.11	04/03/24 04/03/24 04/03/24 04/03/24 04/03/24	122125 122125 122125 122125 122125
99039		3355	** PAYMENT TOTAL ** AMAZON CAPITAL SERVICES INC File Dividers Office Supplies Summer Reading Supplies MISC National Library Week supplies CREDIT MEMO-RETURN SIDE MIRROR ** PAYMENT TOTAL **	4 131F-QRFQ-C6DV 136I-F34H-1663 169I-TFQP-JHY4 19YJ-GNYM-13GP 1FH6-LGP6-NC41 1YN6-3PRC-7WYX	23.38 19.32 272.11 690.04 77.68 33.98- 1,048.55	0.00 0.00 0.00 0.00 0.00 0.00 0.00	23.38 19.32 272.11 690.04 77.68 33.98- 1,048.55	04/03/24 04/03/24 04/03/24 04/03/24 04/03/24 04/03/24 04/03/24	122125 122125 122125 122125 122125 122125 122125
99040		3494	** PAYMENT TOTAL ** COUNTY LINE HEALTH CLINIC LLC Pre-emp physical 2012	6	68.80	0.00	68.80	04/03/24	122125

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay	Date	Batch Number
99041		3510	Pre-employment physical ** PAYMENT TOTAL **	2185 2	68.80 137.60	0.00 0.00	68.80 137.60	04/03/24	122125
			SOURCE MANAGEMENT INC						
			GEN OFFICE SUPPLIES-STORERM	13231-033124	129.03	0.00	129.03	04/03/24	122125
			** PAYMENT TOTAL **	1	129.03	0.00	129.03	04/03/24	122125
99042		3528	FITNESS GALLERY CV ROOM	INV1174-1	13,443.50	0.00	13,443.50	04/03/24	122125
			** PAYMENT TOTAL **	1	13,443.50	0.00	13,443.50	04/03/24	122125
99043		3552	INFOBASE database	INV453817	855.00	0.00	855.00	04/03/24	122125
			** PAYMENT TOTAL **	1	855.00	0.00	855.00	04/03/24	122125
99044		3554	CATALIS PWE LLC ci.lamar.co.us website hosting	INV208312048	1,399.20	0.00	1,399.20	04/03/24	122125
			** PAYMENT TOTAL **	1	1,399.20	0.00	1,399.20	04/03/24	122125
99045		3631	OVERDRIVE INC Ebook Platform and books	H-0101270	6,000.00	0.00	6,000.00	04/03/24	122125
			** PAYMENT TOTAL **	1	6,000.00	0.00	6,000.00	04/03/24	122125
99046		3710	BANC OF AMERICA LEASING HONEYWELL PROJ #R00000	R000000	82,000.00	0.00	82,000.00	04/03/24	122125
			** PAYMENT TOTAL **	1	82,000.00	0.00	82,000.00	04/03/24	122125
99047		3863	LAMAR VETERINARY CLINIC PD SPAY & NEUTER	153861	240.00	0.00	240.00	04/03/24	122125
			** PAYMENT TOTAL **	1	240.00	0.00	240.00	04/03/24	122125
99048		3902	DS ENVIRONMENTAL CONSULTING INC ComDev Asbestos Insp	26701	6,470.00	0.00	6,470.00	04/03/24	122125
			** PAYMENT TOTAL **	1	6,470.00	0.00	6,470.00	04/03/24	122125
99049		3904	HASTY AWARDS INC WRESTLING MEDALS	02242884	487.95	0.00	487.95	04/03/24	122125
			** PAYMENT TOTAL **	1	487.95	0.00	487.95	04/03/24	122125
99050		3926	CORE & MAIN LP WA/MW-Stock Material	U560103	490.00	0.00	490.00	04/03/24	122125
			** PAYMENT TOTAL **	1	490.00	0.00	490.00	04/03/24	122125
99051		3945	AYRES ASSOCIATES INC EPA BROWNFIELD GRANT MARCH 24	U560417	1,807.08	0.00	1,807.08	04/03/24	122125
			** PAYMENT TOTAL **	2	2,297.08	0.00	2,297.08	04/03/24	122125
99052		4116	L N CURTIS & SONS Fire Op - Cleaning	214163	39,035.53	0.00	39,035.53	04/03/24	122125
			** PAYMENT TOTAL **	1	39,035.53	0.00	39,035.53	04/03/24	122125
			Fire Eg - Bunker Boots	INV802970	54.15	0.00	54.15	04/03/24	122125
			** PAYMENT TOTAL **	2	606.95	0.00	606.95	04/03/24	122125
			** PAYMENT TOTAL **	2	661.10	0.00	661.10	04/03/24	122125

City of Lamar
Payment Register Print

Batch: 0 Period: 04/03/24

Payment Number	VB	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
99053		4398	SECOM						
			APRIL 2024- INTERNET BILLING	1155-4-2024	883.72	0.00	778.56		
			APRIL 2024- INTERNET BILLING	1155-4-2024	883.72	0.00	105.16		
			E911-2024 INTERNET SERVICES	1179-4-2024	180.16	0.00	180.16		
			** PAYMENT TOTAL **	3	1,063.88	0.00	1,063.88	04/03/24	122125
99054		6183	ZORO TOOLS INC						
			Water/WW-WWTPScreen Relay	INVI3983306	51.00	0.00	51.00		
			** PAYMENT TOTAL **	1	51.00	0.00	51.00	04/03/24	122125
BANK TOTALS				PAYMENTS: 119	VOIDS: 0	409.00	717,089.20	0.00	717,089.20

CITY OF LAMAR POLICE DEPARTMENT
Colorado Beer and Wine License Renewal Application

1. Name and address of Applicant } Cory Daniels
 } 100 N Main St.
 } Lamar, CO 81052

2. Trade Name and Address } Coronica's
 } 100 N Main St.
 } Lamar, CO 81052

3. Date of Application } 04/01/2024

4. Type of Application } Liquor Renewal - Retail Liquor Store License-city

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 } N/A
 - D. Distance from a School as per Statute } N/A
 - E. Deed or Lease or Assignment of Lease or Ownership } Leased

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

7. Investigation Lamar Police Department Case } #L2401102.
 - A. Applicant has applied for liquor renewal of the retail liquor store license.
 - B. The business is managed by Cory Daniels.
 - C. The President, Cory Daniels, submitted the application.
 - D. Coronica's presently holds license # 26-76510-0001 that expires 05-16-2024.

8. Findings of fact:
 - A. The applicant has legal possession of the premises.
 - B. The required fees were submitted as required.
 - C. It is my recommendation that the renewal be approved.



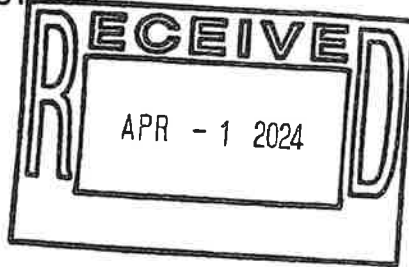
CHIEF OF POLICE

04/03/24
DATE

DR 8400 (03/31/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

Submit to Local Licensing Authority

CORONICAS LIQUOR STORE
100 NORTH MAIN STREET
Lamar CO 81052



Fees Due	
Renewal Fee	352.50
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

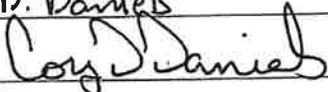
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CORONICAS INC		Doing Business As Name (DBA) CORONICAS LIQUOR STORE	
Liquor License # 03-16963	License Type Retail Liquor Store (city)		
Sales Tax License Number 95318562-0000	Expiration Date 07/20/2024	Due Date 06/05/2024	
Business Address 100 NORTH MAIN STREET Lamar CO 81052			Phone Number 7193362691
Mailing Address 100 NORTH MAIN STREET Lamar CO 81052		Email cory.L33@hotmail.com	
Operating Manager Cory D. Daniels	Date of Birth 6/26/1978	Home Address 100 W. Main St Lamar, CO 81052	Phone Number 719-336-2691
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>1-1-2029</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in 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	Title	
Cory D. Daniels	President	
Signature	Date	
	4-1-24	
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

CITY OF LAMAR POLICE DEPARTMENT
Retail or Fermented Malt Beverage License Renewal Application

1. *Name and address of Applicant } Love’s Country Stores, Inc.*
 } Love’s Country Store N038
 } P.O. Box 26210
 } Oklahoma City, Ok 73126-0210

2. *Trade Name and Address } Love’s Country Store #38*
 } 301 East Olive Street
 } Lamar, CO 81052

3. *Date of Application } 03/18/2024*

4. *Type of Application } Renewal – Fermented Malt & Wine-(City)*

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 } 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: # L2401103.*
 - A. Love’s Country Stores at 301 East Olive presently holds a fermented malt retail license #09-30081-001 that expires on June 19th, 2024.*
 - B. Amy Guzzy, Assistant Secretary, submitted the application.*
 - C. The operating manager of the local store is Beverly Medina.*

8. *Findings of fact:*
 - A. The application is legal and timely.*
 - B. The required fees were submitted with the application.*
 - C. It is my recommendation that the renewal be approved.*

[Signature]

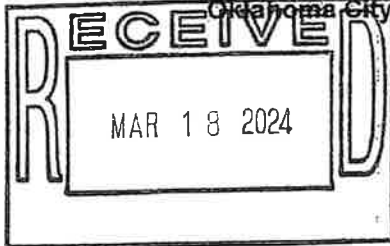
CHIEF OF POLICE

04/03/24

DATE

Submit to Local Licensing Authority

LOVES COUNTRY STORE NO 38
 PO BOX 26210
 Oklahoma City OK 73126-0210



Confidential

Fees Due		
Renewal Fee		221.25
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		\$ 221.25

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 LOVE'S TRAVEL STOPS & COUNTRY STORES INC		Doing Business As Name (DBA) LOVES COUNTRY STORE NO 38	
Liquor License # 09-30081-0001	License Type Fermented Malt Beverage and Wine (city)		
Sales Tax License Number 009300810001	Expiration Date 06/19/2024	Due Date 05/05/2024	
Business Address 301 E OLIVE ST Lamar CO 81052-2840			Phone Number 7193365382
Mailing Address PO BOX 26210 Oklahoma City OK 73126-0210		Email storelicensing@loves.com	
Operating Manager Beverly Medna	Date of Birth 4/14/1964	Home Address 1401 S. 13th, Lamar, CO 81052	Phone Number (719) 688-9724
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 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			

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Confidential

APPLICANT ID: 214499

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 Please see attached

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 Please see attached

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 Amy E. Guzzy		Title Secretary
Signature <i>Amy Guzzy</i>	DocuSigned by:	Date 3/8/2024

Report & Approval of City or County Licensing Authority

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

Local Licensing Authority For		Date
Signature	Title	Attest

CITY OF LAMAR POLICE DEPARTMENT

Retail Liquor License Renewal Application

1. Name and address of Applicant } Lamar Hospitality, LLC
} 1215 N Main St.
} Lamar, CO 81052
2. Trade Name and Address } Cobblestone Hotel & Suites-Lamar
} 1215 N Main St.
} Lamar, CO 81052
3. Date of Application } 03/27/2024
4. Type of Application } Liquor License Hotel & Restaurant (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 } Owned.
6. Evidence of Public Notice:
 - A. Posting of Premises } N/A
 - B. Legal Publication } N/A
7. Investigation: Police Department Case # } L2401111
 - A. The applicant, The Cobblestone Hotel & Suites-Lamar, has made legal application for the renewal, located at 1215 N Main Street, Lamar, Colorado.
 - B. Becky Nolin is a current Operating Manager that has submitted the application.
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. The applicant has legal possession of the premises.
 - D. I recommend that the renewal application for Cobblestone Hotel & Suites be approved.

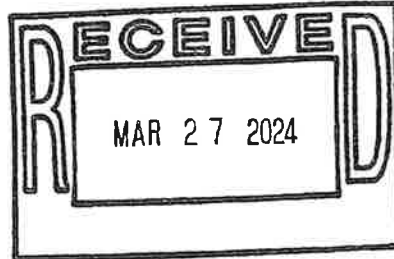


CHIEF OF POLICE

04/03/24
DATE

DR 9400 (02/18/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority



Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	500
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$180.00 per facility	\$
Amount Due/Paid	\$ 625.00

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.

Note that the Division will not accept cash. Paid by check Paid online Uploaded to MoveIt on Date

Licensee Name
LAMAR HOSPITALITY LLC

Doing Business As Name (DBA)
DBA COBBLESTONE HOTEL & SUITES- LAMAR

Liquor License Number: **03-18498** License Type: **HOTEL & RESTAURANT (CITY)**

Sales Tax License Number: **95332383-001** Expiration Date: **APRIL 5, 2024** Due Date:

Business Address

Street Address: **1215 N MAIN ST** Phone Number: **719-691-7100**

City: **LAMAR** State: **CO** ZIP Code: **81052**

Mailing Address

Street Address: **1215 N MAIN ST**

City: **LAMAR** State: **CO** ZIP Code: **81052**

Email: **lamar@staycobblestone.com**

Retail Liquor License Renewal Application

Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. Do not submit to the State.
3. Submit the appropriate renewal license fee by license type.
4. As of July 1, 2023, a \$125 annual renewal application fee will be applied to all renewals.

License Type	Fee	License Type	Fee
Fermented Malt Beverage and Wine (city)	\$96.25	Hotel & Restaurant / Optional Premise (city)	\$600.00*
Fermented Malt Beverage and Wine (county)	\$117.50	Hotel & Restaurant / Optional Premise (county)	\$600.00*
Fermented Malt Beverage On Premise (city)	\$96.25	Liquor Licensed Drug Store (city)	\$227.50
Fermented Malt Beverage On Premises (county)	\$117.50	Liquor Licensed Drug Store (county)	\$312.50
Fermented Malt Beverage On/Off Premises (city)	\$96.25	Liquor Store (city)	\$227.50
Fermented Malt Beverage On/Off Premises (county)	\$117.50	Liquor Store (county)	\$312.50
Arts License (city)	\$308.75	Lodging and Entertainment (city)	\$500.00
Arts License (county)	\$308.75	Lodging and Entertainment (county)	\$500.00
Beer & Wine (city)	\$351.25	Optional Premises (city)	\$500.00
Beer & Wine (county)	\$436.25	Optional Premises (county)	\$500.00
Brew Pub (city)	\$750.00	Racetrack License (city)	\$500.00
Brew Pub (county)	\$750.00	Racetrack License (county)	\$500.00
Campus Liquor Complex (city)	\$500.00	Resort Complex (city)	\$500.00
Campus Liquor Complex (county)	\$500.00	Resort Complex (county)	\$500.00
Campus Liquor Complex (state)	\$500.00	Related Facility - Campus Liquor Complex (city)	\$160.00
Club License (city)	\$308.75	Related Facility - Campus Liquor Complex (county)	\$160.00
Club License (county)	\$308.75	Related Facility - Campus Liquor Complex (state)	\$160.00
Distillery Pub (city)	\$750.00	Retail Gaming Tavern (city)	\$500.00
Distillery Pub (county)	\$750.00	Retail Gaming Tavern (county)	\$500.00
Hotel & Restaurant (city)	\$500.00	Tavern (city)	\$500.00
Hotel & Restaurant (county)	\$500.00	Tavern (county)	\$500.00
		Vintner's Restaurant (city)	\$750.00
		Vintner's Restaurant (county)	\$750.00

* Plus \$100.00 for each additional optional premise(s)

Operating Manager

Date of Birth

Becky Nolin

11-14-1968

Home Address

Street Address

Phone Number

309 S 11th ST

970 396 7647

City

State ZIP Code

LAMAR

CO

81052

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

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

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

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

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

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

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

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

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

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

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)? Yes No

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

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? Yes No

If yes, attach a detailed explanation.

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? Yes No

If yes, attach a detailed explanation.

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? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

BECKY NOLIN

Title

General Manager

Signature

Becky Nolin

Date (MM/DD/YY)

03/21/2024

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Agenda Item No. 1

Council Date: 04/08/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Grants Update
2. 2023 onsite Audit date – April 1-10, 2024
3. Misc.

RECOMMENDATION: None necessary

Agenda Item No. 2

Council Date: 4/8/2024

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: April 8, 2024

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

1. Sales and Use Tax Report
2. Miscellaneous

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

Thank you.

REVENUE REPORT - MARCH 2024

MONTHLY

FEBRUARY SALES & USE TAX COLLECTED IN MARCH 2024

	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$374,779.14	\$323,839.56	\$50,939.58	15.73%
USE TAX COLLECTED	\$25,357.77	\$43,440.70	-\$18,082.93	-41.63%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	-\$5,102.54	\$1,456.97	-\$6,559.51	-450.22%
TOTAL SALES / USE TAX COLLECTIONS	\$395,034.37	\$368,737.23	\$26,297.14	7.13%
VENDOR'S COMMISSION	\$9,969.98	\$10,315.67		

YEAR TO DATE

SALES & USE TAX COLLECTED JANUARY - MARCH 2024

	<u>2024</u>	<u>2023</u>	<u>DIFFERENCE FROM 2023 TO 2024</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$1,292,922.91	\$1,177,078.88	\$115,844.03	9.84%
USE TAX COLLECTED	\$97,978.15	\$100,550.57	-\$2,572.42	-2.56%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$9,705.45	\$16,846.68	-\$7,141.23	-42.39%
TOTAL SALES / USE TAX COLLECTIONS	\$1,400,606.51	\$1,294,476.13	\$106,130.38	8.20%
VENDOR'S COMMISSION	\$36,429.50	\$37,336.05		

NOTE: Vendor's commissions are included for information only. Vendor's commissions are not collected, therefore; they are not considered revenue.

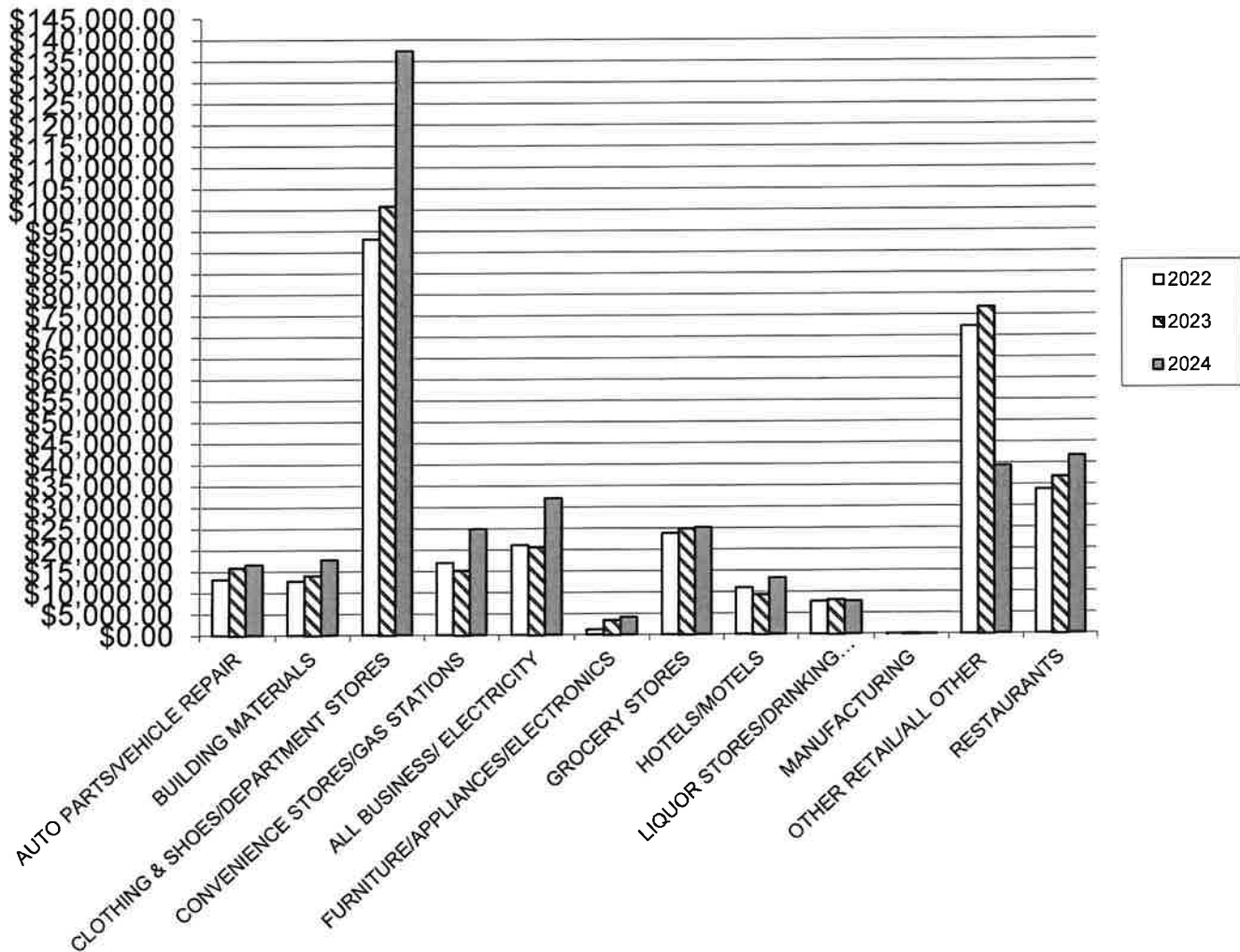
Vendor's commissions are 3.33% of sales tax collected and are deducted by the taxpayer from returns that are filed timely.



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

	2022	2023	2024
AUTO PARTS/VEHICLE REPAIR	\$13,219.47	\$15,932.47	\$16,672.86
BUILDING MATERIALS	\$12,803.67	\$14,018.91	\$17,751.69
CLOTHING & SHOES/DEPARTMENT STORES	\$93,072.05	\$100,840.28	\$137,348.81
CONVENIENCE STORES/GAS STATIONS	\$17,053.70	\$15,187.34	\$24,961.06
ALL BUSINESS/ ELECTRICITY	\$21,153.19	\$20,630.91	\$32,033.24
FURNITURE/APPLIANCES/ELECTRONICS	\$1,331.62	\$3,478.70	\$4,160.20
GROCERY STORES	\$23,814.62	\$24,912.00	\$25,195.03
HOTELS/MOTELS	\$10,986.09	\$9,385.20	\$13,244.56
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$7,744.00	\$8,102.00	\$7,743.00
MANUFACTURING	-\$1,829.37	\$102.89	\$29.03
OTHER RETAIL/ALL OTHER	\$72,225.09	\$76,760.47	\$39,391.34
RESTAURANTS	\$33,785.48	\$36,769.97	\$41,676.42

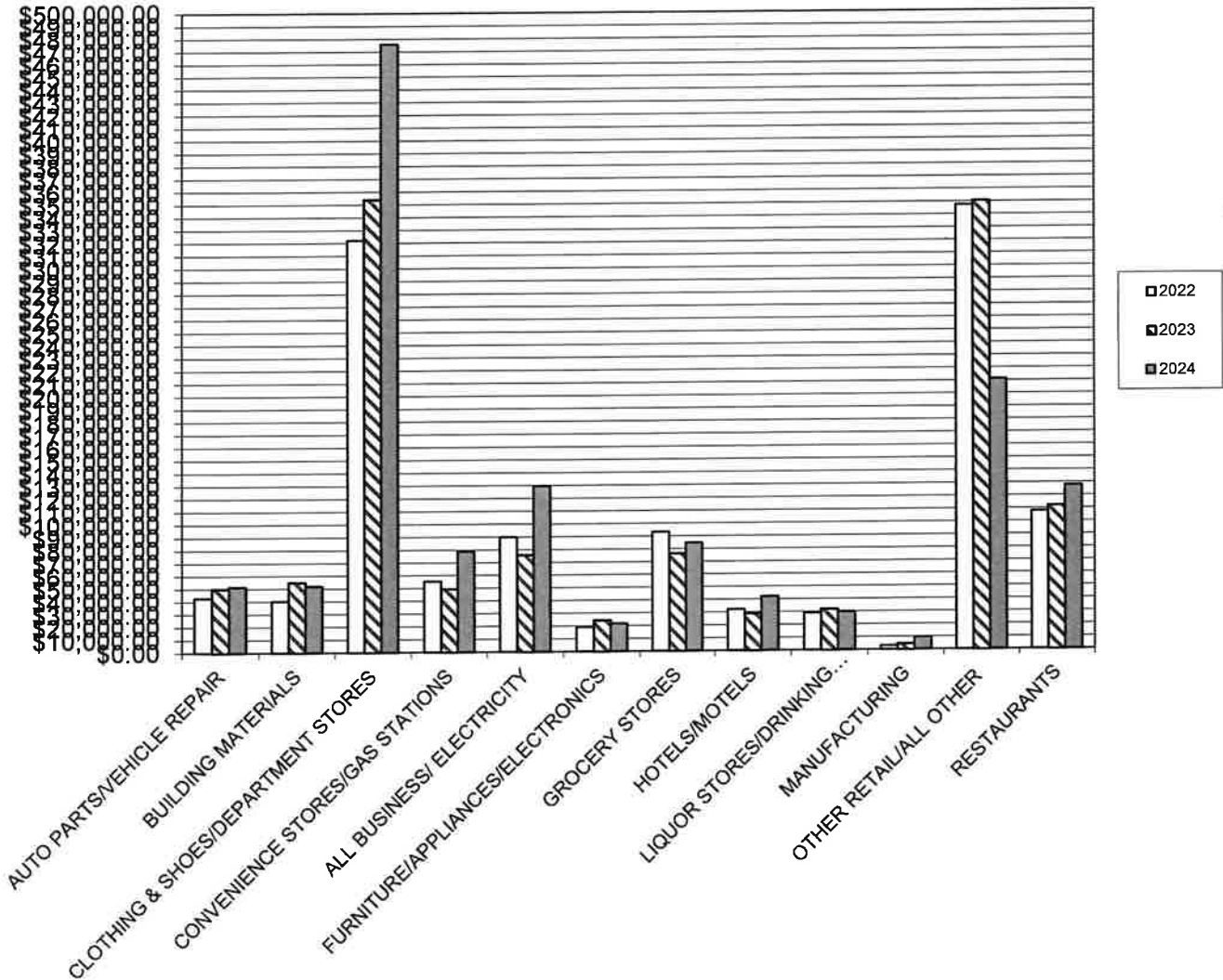
SALES/USE TAX REVENUE COMPARISON BY CATEGORY
MARCH 2024



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

	2022	2023	2024
AUTO PARTS/VEHICLE REPAIR	\$42,801.70	\$50,070.10	\$51,394.76
BUILDING MATERIALS	\$40,238.22	\$54,976.28	\$51,913.06
CLOTHING & SHOES/DEPARTMENT STORES	\$322,214.43	\$353,934.87	\$475,602.53
CONVENIENCE STORES/GAS STATIONS	\$55,495.39	\$49,364.11	\$78,643.80
ALL BUSINESS/ ELECTRICITY	\$89,558.56	\$75,761.53	\$129,545.79
FURNITURE/APPLIANCES/ELECTRONICS	\$19,123.22	\$24,267.38	\$21,808.05
GROCERY STORES	\$93,186.52	\$76,115.99	\$84,453.16
HOTELS/MOTELS	\$32,277.96	\$28,925.04	\$42,192.09
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$29,198.00	\$31,903.00	\$29,842.00
MANUFACTURING	\$3,141.59	\$4,589.60	\$9,654.15
OTHER RETAIL/ALL OTHER	\$347,522.87	\$350,780.46	\$211,090.77
RESTAURANTS	\$107,859.63	\$112,031.74	\$127,896.19

SALES/USE TAX REVENUE COMPARISON BY CATEGORY
JANUARY THROUGH MARCH 2024



CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

DATE: April 8, 2024

1. CML Conference – June 18-21 in Loveland
2. Lamar Outdoor Sports Grand Opening Friday April 12th at 9:45am
Grand opening Hours – 10am-5:30pm
Gary's Backyard Smokehouse and Barbeque will be serving throughout the event
3. Coffee with Rob: April 17 @ 7am – Rivals
April 24 @ 7am – Truck Stop
4. Cornhole Tournament Saturday April 27 at 11:00am at Lamar Elks Lodge
5. The LCC Foundation is holding their 6th Boots, Bling, and Blessings fundraising event on Saturday April 13, 2024 at 6pm. The event will be held at LCC'S Equine Complex Indoor Arena
6. Projects Update
7. Miscellaneous

Agenda Item No. 1

Council Date: 4/8/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Proposed Agreement for Law Enforcement and Security Services

INITIATOR: Chief Kyle Miller

CITY ADMINISTRATOR'S REVIEW: RCB

ACTION PROPOSED: Approve the proposed agreement with After-Prom Committee for Law Enforcement and Security Service during the After-Prom activities

STAFF INFORMATION SOURCE: Police Chief Kyle Miller

BACKGROUND:

The Lamar Police Department received a request from Emily Palmer for security services to be provided at the Lamar Community Building on April 13, 2024 from 6:00 PM-7:30 PM for Press Party & After Prom Party from 11:00 PM on April 13th -1:30 AM on April 14th, 2024. The off-duty officers will be compensated at a rate of \$45.00 per hour, not exceeding \$225.00.

RECOMMENDATION: Motion to approve Law Enforcement and Security request for event & allow Mayor to sign.

AGREEMENT FOR LAW ENFORCEMENT AND SECURITY SERVICES

This Agreement entered this 8th day of April, 2024, in the City of Lamar, County of Prowers, and State of Colorado, by and between the **CITY OF LAMAR, COLORADO**, a Colorado Home Rule Municipal Corporation, with address for notice at 102 East Parmenter Street, Lamar, Colorado 81052, hereinafter called and referred to as CITY, and **Junior Class After Prom Committee**, Emily Palmer, with address for notice, 8352 Antler Ridge Ct., Lamar, CO 81052 hereinafter called and referred to as USER,

WITNESSETH:

WHEREAS, the City has heretofore adopted policies and procedures permitting City's Police Officers to provide services relating to law enforcement, when said officers are otherwise off-duty, and subject to availability; and

WHEREAS, User, from time to time, either desires to, or is required to, utilize the services of off-duty Police Officers to render law enforcement and security services to User, in respect of certain events held, or otherwise sponsored, by user.

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants, doings, and things hereinafter set forth, and the payments hereinafter specified the parties hereto do now agree as follows:

1. **ASSIGNMENT OF OFFICERS** – City shall allow the assignment of off-duty Police Officers, upon terms and conditions as set forth, for the purpose of performing law enforcement and security services hereunder.
2. **TERMS AND CONDITIONS OF SERVICE** – Assignment of off-duty Police Officers, for User's benefit, shall, at all times be subject to the following terms and conditions, to be supervised, managed, under the direction and control of the appropriate personnel of the Lamar Police Department, to-wit:
 - a. All Officers shall be responsible for the enforcement of City Ordinances, State, and other applicable laws, and all activities related thereto.
 - b. Officer's performance of services pursuant to this agreement shall be deemed to be normal law enforcement functions undertaken in the regular course of such Officer's assigned duties, and shall be deemed to be within the performance of the Officer's duties and the scope of the Officer's employment with City.

- c. *Unless otherwise approved or required by the Lamar Police Department, each Officer providing services hereunder shall wear the official uniform and badge of City's Police Department, with said badge to be plainly visible.*
 - d. *Such Officers shall be responsible for completing all appropriate reports and forms necessary to conclude any incident arising in the course of performance of said Officer's duties.*
 - e. *Officers providing services hereunder may be authorized to utilize equipment of City, in the sole discretion of the Lamar Police Department, when such usage is determined by the Police Department to be in the best interest of public safety and necessary to the assignment.*
3. **AVAILABILITY OF OFFICERS** – *Parties hereto expressly acknowledge that Officers providing services hereunder shall be assigned on as-available basis, and are subject to immediate release from providing services under this agreement if the command personnel of the Lamar Police Department, in the sole discretion of said command personnel, determine, at any time, that such release from assignment is necessary for other purposes of the City. If practicable, the command personnel of Lamar Police Department shall endeavor to timely notify User of such release from assignment prior to such release. In any event, and in the event that an Officer is so released, City shall have no obligation to provide replacement personnel, and City, its officers and employees, shall have no liability, whatsoever, arising from or any way connected with such release on the basis of any legal theory whatsoever.*
4. **PAYMENT FOR SERVICES** – *User shall compensate City at the rate of \$45.00 per hour per Officer for Officer's services provided hereunder. PROVIDED, HOWEVER, that these shall be a minimum charge of \$45.00, representing one hour of Officer time, per event. For all events occurring on a legal holiday, user shall compensate City at a rate of \$90.00 per hour per Officer for the Officer's service provided hereunder, PROVIDED, HOWEVER, that there shall be a minimum charge of \$45.00 representing one hour of Officer time, per event. Said payments shall cover payment, at the applicable rate of compensation, to the Officer, and City's additional costs incurred, including, but not limited to, overtime compensation, payroll taxes, workers' compensation insurance, and other benefits and cost.*
5. **INDEMNIFICATION** – *User does hereby agree to indemnify and hold harmless, City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage of whatsoever nature, including, without*

limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which may arise out of or are in any manner connected with the services to which this agreement pertains.

6. **OFFICERS NOT EMPLOYEE** – Nothing herein shall be deemed to make an Officer participating hereunder an employee of User for any purpose.
7. **TERM** – The term of this agreement shall commence on April 13th, 2024 @ 6-7:30pm for Press Party & from 11PM on April 13th and terminate on April 14th, 2024 @ 1:30AM for the After Prom festivities.
8. **ASSIGNMENT** – The within agreement shall not be assigned by either party hereto.
9. **AMENDMENT** – The within agreement may be amended only by written instrument executed by both parties hereto.
10. **BINDING EFFECT** – The within agreement shall inure to the benefit of, and be and become binding upon, the parties hereto, their respective legal representatives, successors, and permitted assigns, PROVIDED, HOWEVER, that nothing in this paragraph shall be construed to permit the assignment of the within agreement.

WHEREFORE, the parties hereto have caused the within to be executed by their duly authorized representatives, as of the date and year first above written.

CITY OF LAMAR, COLORADO

Kirk Crespín, Mayor Date

ATTEST:

Linda Williams, City Clerk Date

USER: *Emily Palmer*
BY: *Emily Palmec* *03/26/24*
After Prom Committee, Private Contractor Date

Agenda Item No. 2

Council Date: 04/8/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

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

INITIATOR: Tree Board

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Adopt the Proclamation

STAFF INFORMATION SOURCE: _____

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

RECOMMENDATION: Read and adopt the proclamation.



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Kirk Crespin, Mayor of the City of Lamar, Colorado, do hereby proclaim Tuesday, April 30th, 2024 as

Arbor Day

In the City of Lamar, Colorado, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 8th day of April
Mayor _____

Agenda Item No. 3

Council Date 04/8/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Presentation of 2023 Tree City USA Award and Announcement of Activities Regarding Arbor Day and Arbor Week

INITIATOR: Tree Board

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Informational

STAFF INFORMATION SOURCE: Tree Board

BACKGROUND: Lamar Tree Board members will make a presentation honoring Lamar, Colorado with the 2023 Tree City USA Award. This is the 33rd year Lamar has received this national recognition.

Tree City USA is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. Tree City USA is a recognized standard of an effective community forestry program and the basis of such a program is a commitment of ongoing improvement and renewal.

The Lamar Tree Board will also be announcing activities regarding Arbor Day and Arbor Week.

RECOMMENDATION: Informational.

Agenda Item No. 4

Council Date: 4/8/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Appointments for the Public Safety Board

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

ACTION PROPOSED: Approve Appointments

STAFF INFORMATION SOURCE: _____

BACKGROUND:

The City has received four (4) applications for this board.

RECOMMENDATION: Staff recommends City Council approve the four board applications and specify their terms or such other action that Council may desire.



**LAMAR POLICE DEPARTMENT
102 EAST PARMENTER STREET
LAMAR, COLORADO 81052**

November 15, 2023

RE: Public Safety Board

Mayor and members of the Lamar City Council,

Lamar Fire Department Chief Jeremy Burkhart and I met to review the applicant for the Public Safety Board. One item that needs to be addressed is the applicant, Mike Duffy, is the father of a captain at the fire department and his daughter-in-law is a volunteer with the fire and ambulance service along with being a full time emergency services communicator. Other than this one item, Chief Burkhart and I agree Mr. Duffy has met or agreed to meet the requirements as established on the approved application for the Public Safety Board.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kyle Miller', written over a horizontal line.

Kyle Miller

Kyle Miller
Chief of Police
KYLE.MILLER@CI.LAMAR.CO.US

Office: (719) 336-4341
Fax: (719) 336-5501

CITY OF LAMAR, COLORADO



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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

Board or Commission: PUBLIC SAFETY BOARD

1. Name: MIKE DUFFY
(First) (Middle) (Last)

2. Present Address: 310 WEST CEDAR ST.
(Street and Number)

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

3. Telephone Number: 719-688-3180
(Home) (Business)

4. E-mail Address: MIKE DUFFY @ MYKLAMR.COM

5. City Resident: Yes No If so, how long? 43 YEARS

6. Occupation: RETIRED

7. Education Background: BSB - EMPORIA STATE UNIVERSITY

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? CHARTER ORGANIZATION REP FOR SCOUTING UNITS IN LAMAR, FORMER CITY COUNCIL - WARD 2

10. Why do you desire to serve on this Board or Commission? PUBLIC SAFETY IS IMPORTANT FROM FIRE & AMBULANCE TO LAW ENFORCEMENT

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? PROVIDE INPUT TO HAVE A FULLY FUNCTIONING POLICE AND FIRE DEPARTMENT FOR LAMAR

DATE: 11/09/23

SIGNATURE: Michael P. Duffy

QUESTIONNAIRE FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

1. Are you currently aware of the operations of Lamar Fire and Emergency Services? Y N

If not, are you willing to go through a brief operations overview to assist you in helping on this board?
Y N

2. Are you aware of The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and how it is applied to the Lamar Fire and Emergency Services, and subsequently, to the information you may be exposed to during the course of your possible appointment to this board? Y N

2(A). Do you understand you will be required to attend a training hosted by Lamar Fire and Emergency Services on the applicability of (HIPAA)? Y N

3. Are you aware of Medical Guidelines, Standard Operating Procedures (SOP's), Medical Direction, Fire Codes, and how they are applied to the operations of the Lamar Fire and Emergency Services? Y N

3(A). Do you understand that you will need to be orientated to all applicable documents? Y N

4. Have you been (or are currently) affiliated with another Fire or EMS service? Y N

If yes, please list all previous (or current) affiliations and approx. dates of service.

5. Do you have an empirical understanding of police and fire operations? Y N

If yes, please explain.

MY SON AND DAUGHTER-IN-LAW ARE ACTIVE WITH LAMAR FIRE AND AMBULANCE AND DAUGHTER IN LAW ALSO IS A 911 DISPATCHER

6. Are you willing to perform up to 24 hours of our 3rd rider program to assist you in understanding the operations of the Lamar Fire and Emergency Services? Y N

MD Initial

I authorize and consent to the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current employer, past employers, and organizations to provide relevant information and opinions that may be useful in making an appointment decision.

MD Initial

I release such persons and organizations from any legal liability in making such statements.

DATE: 11/09/23

SIGNATURE: [Handwritten Signature]



**LAMAR POLICE DEPARTMENT
102 EAST PARMENTER STREET
LAMAR, COLORADO 81052**

July 28, 2023

RE: Public Safety Board

Mayor and members of the Lamar City Council,

Lamar Fire Department Chief Jeremy Burkhart and I met to review the applicants for the Public Safety Board. The applicant, Marcia Reiley, has met or agreed to meet the requirements as established on the approved application for the Public Safety Board.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kyle Miller', is written over a horizontal line.

Kyle Miller

Kyle Miller
Chief of Police
KYLE.MILLER@CI.LAMAR.CO.US

Office: (719) 336-4341
Fax: (719) 336-5501

CITY OF LAMAR, COLORADO

RECEIVED

JUN 17 2023

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

Board or Commission: _____

1. Name: Marcus E Reiley
(First) (Middle) (Last)

2. Present Address: 1006 S 8th St
(Street and Number)
Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 719-229-5444
(Home) (Business)

4. E-mail Address Reiley.Realtor@gmail.com

5. City Resident: Yes ___ No If so, how long? Over 6yrs

6. Occupation: Realtor

7. Education Background: 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? None

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

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I network alot and I hear what the issues are more and more often.

DATE: 7/17/23

SIGNATURE: JC Reiley

CITY OF LAMAR, COLORADO
QUESTIONNAIRE FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

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

1. Are you currently aware of the operations of Lamar Fire and Emergency Services? Y__N

If not, are you willing to go through a brief operations overview to assist you in helping on this board?
Y N__

2. Are you aware of The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and how it is applied to the Lamar Fire and Emergency Services, and subsequently, to the information you may be exposed to during the course of your possible appointment to this board? Y N__

2(A). Do you understand you will be required to attend a training hosted by Lamar Fire and Emergency Services on the applicability of (HIPAA)? Y N__

3. Are you aware of Medical Guidelines, Standard Operating Procedures (SOP's), Medical Direction, Fire Codes, and how they are applied to the operations of the Lamar Fire and Emergency Services? Y__N

3(A). Do you understand that you will need to be orientated to all applicable documents? Y N__

4. Have you been (or are currently) affiliated with another Fire or EMS service? Y__N

If yes, please list all previous (or current) affiliations and approx. dates of service.

5. Do you have an empirical understanding of police and fire operations? Y__N
If yes, please explain.

6. Are you willing to perform up to 24 hours of our 3rd rider program to assist you in understanding the operations of the Lamar Fire and Emergency Services? Y__N__ (Only if Absolutely needed)

MR Initial

I authorize and consent to the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current employer, past employers, and organizations to provide relevant information and opinions that may be useful in making an appointment decision.

MR Initial

I release such persons and organizations from any legal liability in making such statements.

DATE: 7/17/23

SIGNATURE: TC Riley



**LAMAR POLICE DEPARTMENT
102 EAST PARMENTER STREET
LAMAR, COLORADO 81052**

January 15, 2024

RE: Public Safety Board

Mr. Evans,

Lamar Fire Department Chief Jeremy Burkhart and I met to review the applicant, Terry Martin for the Public Safety Board. The applicant, Terry Martin, has met or agreed to meet the requirements as established on the approved application for the Public Safety Board.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kyle Miller', written over a horizontal line.

Kyle Miller

Kyle Miller
Chief of Police
KYLE.MILLER@CI.LAMAR.CO.US

Office: (719) 336-4341
Fax: (719) 336-5501



PERSONAL INFORMATION FORM FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

Board or Commission: _____

1. Name: TERRY LEE MARTIN
(First) (Middle) (Last)

2. Present Address: 207 Willow Valley Dr
(Street and Number)

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

3. Telephone Number: 719 336 1328 719 468 3574
(Home) (Business)

4. E-mail Address MARTIN121953@GMAIL.COM

5. City Resident: Yes No If so, how long? 7 YEARS

6. Occupation: RETIRED

7. Education Background: COLLEGE - NO DEGREE

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? PRIOR PROVIDERS COUNTY FAIR BOARD, PRIOR CITY COUNCILMAN LAS ANIMAS CO.

10. Why do you desire to serve on this Board or Commission? VERY INTERESTED IN THE WAY AND MEANS OF PUBLIC SAFETY AND HOW IT AFFECTS THE LOCAL POPULATION

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I WILL BE ABLE TO MEDIATE THE OPERATIONS OF PUBLIC SAFETY TO OUR LOCAL POPULATION

DATE: 11/15/23 SIGNATURE: [Signature]

CANDIDATE FOR THE PUBLIC SAFETY BOARD

1. Are you currently aware of the operations of Lamar Fire and Emergency Services? Y N ✓

If not, are you willing to go through a brief operations overview to assist you in helping on this board?
Y N ✓

2. Are you aware of The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and how it is applied to the Lamar Fire and Emergency Services, and subsequently, to the information you may be exposed to during the course of your possible appointment to this board? Y N ✓

2(A). Do you understand you will be required to attend a training hosted by Lamar Fire and Emergency Services on the applicability of (HIPAA)? Y N ✓

3. Are you aware of Medical Guidelines, Standard Operating Procedures (SOP's), Medical Direction, Fire Codes, and how they are applied to the operations of the Lamar Fire and Emergency Services? Y N ✓

3(A). Do you understand that you will need to be orientated to all applicable documents? Y N ✓

4. Have you been (or are currently) affiliated with another Fire or EMS service? Y N ✓

If yes, please list all previous (or current) affiliations and approx. dates of service.

5. Do you have an empirical understanding of police and fire operations? Y N ✓

If yes, please explain.

6. Are you willing to perform up to 24 hours of our 3rd rider program to assist you in understanding the operations of the Lamar Fire and Emergency Services? Y N ✓

JEM Initial

I authorize and consent to the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current employer, past employers, and organizations to provide relevant information and opinions that may be useful in making an appointment decision.

JEM Initial

I release such persons and organizations from any legal liability in making such statements.

DATE: 11/15/23 SIGNATURE: Jay L Math



**LAMAR POLICE DEPARTMENT
102 EAST PARMENTER STREET
LAMAR, COLORADO 81052**

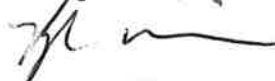
April 5, 2024

RE: Public Safety Board

Mayor and members of the Lamar City Council,

Lamar Fire Department Chief Jeremy Burkhart and I met to review the applicant for the Public Safety Board. The applicant, Donald Williamson, has met or agreed to meet the requirements as established on the approved application for the Public Safety Board.

Respectfully,



Kyle Miller

Kyle Miller
Chief of Police
KYLE.MILLER@CI.LAMAR.CO.US

Office: (719) 336-4341
Fax: (719) 336-5501

RECEIVED

CITY OF LAMAR, COLORADO

APR 03 2024

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

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

Board or Commission: Police and Fire Safety Board

1. Name: Donald LFE Williamson
(First) (Middle) (Last)

2. Present Address: 3 Cedar Hills
(Street and Number)
Lamar Co 80152
(City) (State) (Zip Code)

3. Telephone Number: 719) 271-9701
(Home) (Business)

4. E-mail Address williamsond76@gmail.com

5. City Resident: Yes No If so, how long? 11 years

6. Occupation: RETIRED LAMAR POLICE OFFICER

7. Education Background: CRIMINAL JUSTICE AND CERTIFIED COLORADO PEACE OFFICER

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? 11 YEARS POLICE OFFICER WITH LAMAR POLICE DEPARTMENT AND PREVIOUS LAW ENFORCEMENT DEPARTMENTS. 20 YEARS EXPERIENCE AS A CONSTRUCTION MANAGER AND ENGINEERING

10. Why do you desire to serve on this Board or Commission? DESIRE TO HELP CITIZENS OF LAMAR WITH RESOURCES TO ASSIST IN HAVING CONTACT WITH EMERGENCY SERVICES

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

DATE: 4-3-23

SIGNATURE: [Signature]

CITY OF LAMAR, COLORADO

MAR 27 2024
BY: Mary Lewis

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

QUESTIONNAIRE FOR
CANDIDATE FOR THE PUBLIC SAFETY BOARD

1. Are you currently aware of the operations of Lamar Fire and Emergency Services? Y N

If not, are you willing to go through a brief operations overview to assist you in helping on this board?
(Y) N

2. Are you aware of The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and how it is applied to the Lamar Fire and Emergency Services, and subsequently, to the information you may be exposed to during the course of your possible appointment to this board? Y N

2(A). Do you understand you will be required to attend a training hosted by Lamar Fire and Emergency Services on the applicability of (HIPAA)? Y N

3. Are you aware of Medical Guidelines, Standard Operating Procedures (SOP's), Medical Direction, Fire Codes, and how they are applied to the operations of the Lamar Fire and Emergency Services? Y N

3(A). Do you understand that you will need to be orientated to all applicable documents? N

4. Have you been (or are currently) affiliated with another Fire or EMS service? Y N

If yes, please list all previous (or current) affiliations and approx. dates of service.

Lamar Police Department

5. Do you have an empirical understanding of police and fire operations? Y N

If yes, please explain.

Retired Lamar Police Officer after 10 years of
Active Duty

6. Are you willing to perform up to 24 hours of our 3rd rider program to assist you in understanding the operations of the Lamar Fire and Emergency Services? Y N

ML Initial

I authorize and consent to the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current employer, past employers, and organizations to provide relevant information and opinions that may be useful in making an appointment decision.

ML Initial

I release such persons and organizations from any legal liability in making such statements.

DATE: 3-26-24

SIGNATURE: Mary Lewis

Agenda Item No. 5

Council Date: 4/8/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Appointments to Airport Advisory Board

INITIATOR: Airport Board CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Appoint member to Airport Board

STAFF INFORMATIONAL SOURCE: Pat Mason, Airport Manager

BACKGROUND: Mr. Cameron Rogers and Mr. Dean Reed both had terms that expired on February 1, 2024.

City Council Policy and Procedure requires that all vacancies on City Boards and Commissions be advertised in the local news media. Copies of the position vacancy were advertised as directed. One application was received for each position. (Please refer to Attachments A & B).

RECOMMENDATION: The Lamar Airport Advisory Board is recommending the reappointments of Mr. Cameron Rogers and Mr. Dean Reed to each fill a (5) five-year term that will expire February 1, 2029.



March 27, 2024

To: Lamar City Council

RE: Re Appointment Recommendation to Airport Board

The Lamar Municipal Airport Advisory Board at their regularly scheduled meeting held March 27, 2024 voted to recommend to City Council the reappointment of Dean Reed to the Airport Board for a 5-year term ending February 1, 2028.

Sincerely,

A handwritten signature in black ink, appearing to be "Cameron Rogers", with a horizontal line extending to the right.

Cameron Rogers

Airport Advisory Board Vice Chairman

RECEIVED

MAR 27 2024

BY: MD

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 Airport Board

1. Name: Dean Reed
(First) (Middle) (Last)

2. Present Address: 37251 CR 9
(Street and Number)
Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 719-688-4823
(Home) (Business)

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

5. Occupation: 4R FARMS - OWNER

6. Education Background: Bachelor of Science CSU; Ag Business & Ag

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

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 one term on the Lamar Airport Board. I have served on the Prowers County Conservation District Board for 8 years and served on the Assessments Committee for the Fort Lyon Canal Company.

9. Why do you desire to serve on this Board or Commission? I have an airplane hangared at the airport. I own one of the two privately built hangers that the City of Lamar let us build at the airport. I would love to see this airport just keep getting better & better.

10. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I have flown to a number of airports across the country & around the region. I have seen what makes you want to return to airports as well as what would make you put one on the do NOT return list. I feel this knowledge will be useful as an airport Board member.

DATE: 3-27-24 SIGNATURE: [Signature]



March 27, 2024

To: Lamar City Council

RE: Re Appointment Recommendation to Airport Board

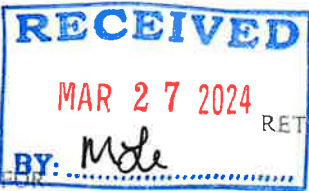
The Lamar Municipal Airport Board at their regularly scheduled meeting held March 27, 2024 voted to recommend to City Council the reappointment of Cameron Rogers to the Airport Board for a 5-year term ending February 1, 2029.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Reed", is written over a light blue horizontal line.

Dean Reed

Airport Board Chairperson



CITY OF LAMAR, COLORADO

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

PERSONAL INFORMATION FORM
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: AIRPORT ADVISORY BOARD

1. Name: Anderson LEE ROGERS
(First) (Middle) (Last)

2. Present Address: 8500 C.R. 11
(Street and Number)

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

3. Telephone Number: 719-691-7754
(Home) (Business)

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

5. Occupation: RAILROAD

6. Education Background _____

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'VE BEEN A CONTRIBUTING MEMBER OF THE AIRPORT ADVISORY BOARD FOR 15 YEARS. I'M INVESTED IN THE GROWTH AND DEVELOPMENT OF THE LAMAR AIRPORT.

9. Why do you desire to serve on this Board or Commission? I WANT TO CONTINUE ON THIS BOARD BECAUSE OF THE IMPORTANCE OF THE AIRPORT TO OUR COMMUNITY.

10. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? IT IS IMPORTANT TO ME TO VOLUNTEER MY TIME TO OUR COMMUNITY AND BEING AN AIRPORT BOARD MEMBER GIVES ME AN OPPORTUNITY TO DO THIS.

DATE: 3/27/24

SIGNATURE: [Signature]

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

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

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

ACTION PROPOSED: Ratify Phone Poll Giving Approval to Provide Letter of Support to Lamar Community College to Submit with their Grant Application for Congressionally Directed Spending Funds

STAFF INFORMATION SOURCE: City Administrator & City Clerk

.....
BACKGROUND:

Benjamin Griffin, Lamar Community College Athletic Director asked if the City of Lamar would provide a letter of support to LCC so that they could include it with their grant application for Congressionally Directed Spending funds. If awarded the funds they would be used for repairs and improvements at Merchant Park Ballfield.

City Clerk Williams completed a phone poll on March 27, 2024 of Mayor and all Councilmembers since LCC grant application was due by March 29, 2024 prior to City of Lamar's next scheduled Council meeting.

Phone poll attached along with copies of signed letters of support.

RECOMMENDATION: Approve a Motion to ratify Council's approval to provide letter of support to Lamar Community College.

MEMORANDUM

TO: CITY COUNCIL

FROM: LINDA WILLIAMS, CITY CLERK

SUBJECT: PHONE POLL TO GIVE LETTER OF SUPPORT TO LAMAR COMMUNITY COLLEGE TO SUBMIT WITH THEIR APPLICANT CONGRESSIONALLY DIRECTED SPENDING FUNDS GRANT TO REPAIR AND IMPROVE EXISTING BALLFIELD

DATE: 3-27-2024

The results of the phone poll asking for approval to give letter of support to Lamar Community College to submit with their application for congressionally directed spending fund grant for repairs and improvements to ballfield.

<u>Council Member</u>	<u>Yes</u>	<u>No</u>
Kirk Crespín	1:58 p.m.	_____
Shalah Mata	2:22 p.m.	_____
Gerry Jenkins	2:57 p.m.	_____
Joe Gonzales	2:02 p.m.	_____
David Zavala	2:04 p.m.	_____
Manuel Tamez	2:03 p.m.	_____
Brent Bates	4:23 p.m.	_____

Thank you.

Linda Williams, City Clerk



Kirk Crespin, Mayor
City of Lamar
102 East Parmenter Street
Lamar, Colorado 81052

March 26th, 2024

Dear Senator John Hickenlooper,

On behalf of the City Council of the City of Lamar, we authorize the mayor to sign the attached document in support of the Collaborative Congressionally Directed Spending project application from Lamar Community College aimed at revitalizing Merchants Park Baseball Field. This collaborative effort supporting Lamar Community College, Lamar High School, the City of Lamar, and the surrounding areas residents seeks to repair and improve the existing field into a state-of-the-art athletic facility that will benefit our student-athletes and the entire community.

The last substantial renovation to this field occurred in 2013 due to adverse weather conditions, rendering the field almost unplayable. Now, nearly a decade later, we are facing similar challenges that impact not only the field's quality and safety but also its overall effectiveness. This proposal will help enhance safety and reliability, increase playing opportunities, improve recruitment efforts and competitiveness, and fill longstanding gaps in community recreational infrastructure for the region.

The upgraded field is a strategic investment in the development of our youth and will cater to a diverse range of age groups and interests within our community and beyond, from youth leagues to adult recreational sports. It will attract more events, tournaments, and visitors to our community, providing an economic boost through local businesses and fostering a sense of pride and identity among residents and students.

While Lamar Community College has already committed \$250,000 to kickstart the initiative, we are seeking additional support to achieve our goal of transforming Merchants Park into a world-class facility for our student-athletes. The estimated cost of this transformative project is \$1.1 million, covering the addition of modernized turf across the entire field.

We strongly believe that your support for this initiative will not only benefit Lamar Community College, who have committed \$250,000 to this project, but also it will support the school district, and city's events and recreation programs. Your contribution will help create a lasting impact for this community, leaving an enduring legacy for our future generations.

Thank you for considering our request. I look forward to your positive response and to working together to make this vision a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Crespin".

Kirk Crespin, Mayor
City of Lamar

Office of the Mayor



City of Lamar, Colorado

Agenda Item No. 7

Council Date: 4/8/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Ports-to-Plains Update

INITIATOR: Mike Duffy CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Informational

STAFF INFORMATION SOURCE: _____

BACKGROUND: Mike Duffy, Representative to Ports to Plains for the City of Lamar, will be giving an update on the conference that he attended in Washington, D.C.

RECOMMENDATION: Informational.

THE PORTS-TO-PLAINS TRADE CORRIDOR (P2P) AND HEARTLAND EXPRESSWAY (HE)

WHAT DRIVES COLORADO'S ECONOMY?

"The Colorado economy is as diverse as its people and geography. Tourists from all over the world are drawn to locations across Colorado for gorgeous scenery, unparalleled recreational opportunities, and compelling cultural experiences. Colorado's ranching, farming, and mining industries have a proud history and are integral to the state's communities and economic prosperity."

Tourism, in terms of spending, employment, and tax revenue, has a significant impact on the benefits of tourism to the state. At \$14.2 billion in Direct Tourism Spending, the counties on or within 100 miles of the Ports-to-Plains Corridor, provide 58.5 percent of the total \$24.2 billion statewide. These counties, at 104,790 in Direct Employment, represent 56.9 percent of the state's 184,100 Direct Employment in travel. These counties also are benefited by 28.7 percent of the statewide tax revenues from travel.

Agriculture, farming and ranching, provides an even greater percentage impact compared to statewide. Crop Sales at \$1.7 billion in these counties, including grains, oilseeds, dry beans, dry peas, and other crops and hay, provide 75.2 percent of the statewide crop sales totaling \$2.2 billion. At \$4.8 billion, in Livestock, poultry, and products sales, including cattle and calves, milk from cows, hogs and pigs, sheep and goats, and other animals and animal products, these counties account for 91.1 percent of the statewide \$5.3 billion.

At 146 million bbls, oil and gas production within these counties represent 95.3 percent of the statewide production of 153.7 million bbls. With a statewide natural gas production of almost 2.0 billion mcf, these counties produced 1.1 billion mcf or 57.4 percent of the statewide production. For renewable energy, the state of Colorado relies on the significant production by wind and solar. These counties produce 99.1 percent of the total wind production in the state and 68.1 percent of the total solar production statewide at 5,151.1 MW and 938 MW respectively.

WHAT IS THE VALUE OF THE PORTS-TO-PLAINS ALLIANCE AND HEARTLAND EXPRESSWAY TRADE CORRIDOR TO COLORADO?

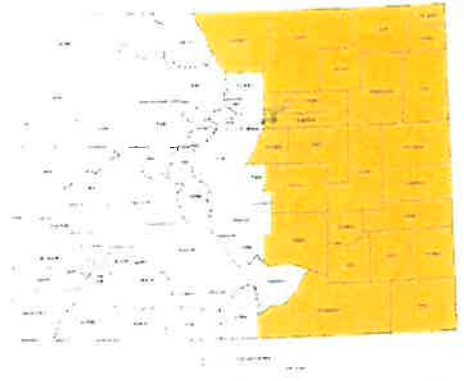
The portions of P2P and HE in Colorado provide a key role in the Ports to Plains Alliance Corridor. P2P runs south connecting Colorado to Oklahoma, New Mexico and Texas as well as the key land ports connecting Colorado goods to Mexico. HE runs north connecting Colorado goods with Nebraska, Wyoming, South Dakota, North Dakota, and Montana as well as land ports connecting to Canada.

The 2,300-mile Ports-to-Plains Alliance Corridor runs from Mexico to Canada through nine rural states and serves several major international border crossings, including Laredo, Texas. The Corridor includes three congressionally designated High Priority Corridors on the National Highway System (NHS): • Ports-to-Plains Trade Corridor #38 • Heartland Expressway #14 • Theodore Roosevelt Expressway #5.

Approximately 1,100 of the 2,300-mile corridor or 47% has been upgraded to four-lane or better. In Colorado, only the portion of I-70 from Denver to Limon and I-76 from Denver to Brush meet this definition. The entirety of U.S. 287 between Limon and Oklahoma and Colorado Highway 71 between Limon and Nebraska remains two-lane with some passing lanes.

Leading Truck Export Commodities from Colorado to Mexico in 2022 was Meat/Seafood totaling \$268.0 million. Meat/Seafood is also the leading Truck Export Commodity from Colorado to Canada in 2022 with \$255.7 million. The USDOT Freight Analysis Framework projects Meat/Seafood will remain the leading Truck Export Commodity to both Mexico and Canada in 2050 increasing to \$641.9

COLORADO



The P2P/HE Corridor impacts 24 counties including those adjacent to and within 100 miles of the Corridor.

million and \$757.2 million respectively. Within Colorado, thirty approved feedlots¹ are located in the corridor counties. Along the P2P trade corridor, 12 of the nation's top 20 feedlots are served by this transportation artery. Both JBS in Greeley and Cargill in Fort Morgan are major beef packing plants in Colorado. Colorado Lamb Producers in Brush is a major lamb packing plant supporting the agriculture economy in Colorado and surrounding states. Brush Meat Processors processes pork, beef and chicken.

Another unique feature of the P2P trade corridor is the fact that two of the nation's largest oil fields anchor both ends of this corridor, the Permian Basin in Texas, and the Bakken in North Dakota. Colorado, with the Denver-Julesburg Basin, lies near the center of the P2P Corridor. Some of the nation's largest oil companies are working these fields and are facilitating the movement of commodities and resources up and down the corridor.

WHY SHOULD COLORADO INVEST IN THE P2P AND HE TRADE CORRIDOR?



Every study that has looked at this transportation corridor over the past 15 years including the Eastern Colorado Mobility Study (2002) and the Ports-to-Plains Corridor Development and Management Plan (2004), has recognized a positive return on investment with significant increases in state's economic GDP. In 1998, when Ports-to-Plains was identified as a High Priority Corridor on the National Highway System, the Colorado Transportation Commission supported the designation, even passing a resolution supporting the corridor as an alternative to congested IH 25. Yet in the following years, the issues on IH 25 have only increased while improvement on the corridor has been minimal while other states are moving forward.

In 2022, the Texas and New Mexico portions of the Corridor were designated as Future Interstate highways by Congress. During that effort, the Alliance had support letters from DOT's in Texas, New Mexico, and Oklahoma, but CDOT would not provide a letter. Future Interstate Highways must connect to an existing interstate highway and as a result, efforts to include Oklahoma and Colorado in this designation could not be pursued. As it exists now, the Future Interstate Highway in Texas and New Mexico will connect to IH 25 at Raton, NM sending traffic growth from and through Colorado on the already congested IH 25. Colorado's population is projected to grow from 5.6 million people in 2017 to 8.7 million in 2050, driven overwhelmingly by newcomers moving to the state. Increased demand for goods and needs for markets will continue to grow along with the transportation required to move additional people and goods

driven by the population growth.

The P2P Alliance continues to urge you to support funding for a Ports-to-Plains Interstate Feasibility Study to determine the economic impact to the Corridor Counties and Colorado as a whole. Will an alternative north-south Interstate Highway in Eastern Colorado benefit rural and urban Colorado in terms of congestion relief of IH 25, environmental justice, air quality mitigation, and infrastructure system resiliency? We believe it will, but that is the purpose of the study.

Completing the Ports-to-Plains and Heartland Expressway Corridors in Colorado is good for the state and good for business.

The Ports-to-Plains Alliance requests consideration of two projects for Congressionally Designated Project funding in the FY 2025 Appropriations: 1) Ports-to-Plains Interstate Highway Feasibility Study; and 2) SH 71 Corridor Improvements (Heartland Expressway).

For information on joining the Alliance visit our website at www.portstoplains.com

¹ Colorado Approved Feedlots, Colorado Department of Agriculture, <https://ag.colorado.gov/colorado-approved-feedlots>

Agenda Item No. 8

Council Date 4-8-2024

**LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY**

ITEM TITLE: Approve Bank Resolution for Lamar Utility Board Check Signing

INITIATOR: Linda Williams

CITY ADMINISTRATOR'S REVIEW RCE

ACTION PROPOSED: Authorize Lamar Utility Board Members, City Clerk and/or City Treasurer to sign checks for the City of Lamar/Lamar Utility Board

STAFF INFORMATION SOURCE: City Clerk

.....
BACKGROUND: City Council has authorized all members of the Lamar Utility Board to sign checks for the City of Lamar-Lamar Utility Board

City of Lamar checks requires the signature of the City Clerk and if need be the City Treasurer in the absence of the City Clerk along with the additional signature of one of the Lamar Utility Board Members.

RECOMMENDATION: Authorize members of Lamar Utility Board and City Clerk or City Treasurer in Clerks absents to sign checks for the City of Lamar-Lamar Utility Board. Lamar Utility Board signatures are approved during Lamar Utility Board meetings.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION
(for Deposit Accounts)

Depositor: City of Lamar
102 East Parmenter St.
Lamar, CO 81052

Financial Institution: Girard National Bank

Account No:

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state of Colorado.

ACCOUNT HOLDER, City of Lamar is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on April 8, 2024, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Two (2) signatures are required and must be the City Clerk or the City Treasurer AND the Mayor or the Mayor Pro-Tem, whose actual signatures are shown below:

X _____
Linda Williams, City Clerk, City of Lamar

X _____
Kristin Schwartz, City Treasurer, City of Lamar

X _____
Doug Thrall, Chairman, Lamar Utility Board

X _____
Jay Brooke, Vice-Chairman, Lamar Utility Board

X _____
Jill Bellomy, Boardmember, Lamar Utility Board

X _____
Patrick Leonard, Boardmember, Lamar Utility Board

X _____
Roger Stagner, Boardmember, Lamar Utility Board

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that the Mayor and City Clerk are authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained.

I FURTHER CERTIFY, that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on April 8, 2024, and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED AND ATTESTED BY:

X _____
Kirk Crespin, Mayor

SEAL

X _____
Linda Williams, City Clerk

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: City of Lamar
102 East Parmenter St.
Lamar, CO 81052

Financial Institution: Frontier Bank

Account No: .

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state of Colorado.

ACCOUNT HOLDER, City of Lamar is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on April 8, 2024, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Two (2) signatures are required and must be the City Clerk or the City Treasurer AND the Mayor or the Mayor Pro-Tem, whose actual signatures are shown below:

X _____
Linda Williams, City Clerk, City of Lamar

X _____
Kristin Schwartz, City Treasurer, City of Lamar

X _____
Doug Thrall, Chairman, Lamar Utility Board

X _____
Jay Brooke, Vice-Chairman, Lamar Utility Board

X _____
Jill Bellomy, Boardmember, Lamar Utility Board

X _____
Patrick Leonard, Boardmember, Lamar Utility Board

X _____
Roger Stagner, Boardmember, Lamar Utility Board

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that the Mayor and City Clerk are authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained.

I FURTHER CERTIFY, that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on April 8, 2024, and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED AND ATTESTED BY:

X _____
Kirk Crespin, Mayor

SEAL

X _____
Linda Williams, City Clerk

**LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY**

ITEM TITLE: Authorization for Check Signing

INITIATOR: Linda Williams

CITY ADMINISTRATOR'S REVIEW RCE

ACTION PROPOSED: Authorize Mayor and Mayor pro-tem, City Clerk and City Treasurer to sign checks for the City of Lamar

STAFF INFORMATION SOURCE: City Clerk



BACKGROUND: City Council has authorized the Mayor and Mayor pro-tem to sign checks for the City of Lamar.

City of Lamar checks require the signature of the City Clerk and if need be the City Treasurer in the absence of the City Clerk along with the additional signature of the Mayor or Mayor pro-tem.

RECOMMENDATION: Authorize Mayor and Mayor pro-tem, the City Clerk and the City Treasurer to sign checks for the City of Lamar with the exception of the Lamar Light and Power accounts (signature is determined by the LUB).

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: City of Lamar
102 East Parmenter St.
Lamar, CO 81052

Financial Institution: Frontier Bank

Account No: *

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state of Colorado.

ACCOUNT HOLDER, City of Lamar is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on April 8, 2024, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Two (2) signatures are required and must be the City Clerk or the City Treasurer AND the Mayor or the Mayor Pro-Tem, whose actual signatures are shown below:

X _____
Linda Williams, City Clerk, City of Lamar

X _____
Kristin Schwartz, City Treasurer, City of Lamar

X _____
Kirk Crespin, Mayor, City of Lamar

X _____
Manuel Tamez, Mayor Pro-Tem, City of Lamar

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that the Mayor and City Clerk are authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained.

I FURTHER CERTIFY, that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on April 8, 2024, and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED AND ATTESTED BY:

X _____
Kirk Crespin, Mayor

SEAL

X _____
Linda Williams, City Clerk

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: City of Lamar
102 East Parmenter St.
Lamar, CO 81052

Financial Institution: Girard National Bank

Account No:

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state of Colorado.

ACCOUNT HOLDER, City of Lamar is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on April 8, 2024, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Two (2) signatures are required and must be the City Clerk or the City Treasurer AND the Mayor or the Mayor Pro-Tem, whose actual signatures are shown below:

X _____
Linda Williams, City Clerk, City of Lamar

X _____
Kristin Schwartz, City Treasurer, City of Lamar

X _____
Kirk Crespin, Mayor, City of Lamar

X _____
Manuel Tamez, Mayor Pro-Tem, City of Lamar

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that the Mayor and City Clerk are authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained.

I **FURTHER CERTIFY**, that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on April 8, 2024, and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED AND ATTESTED BY:

X _____
Kirk Crespin, Mayor

SEAL

X _____
Linda Williams, City Clerk

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Award Bid for New Financial Software

INITIATOR: Kristin Schwartz, Linda Williams-Grice, Rob Evans

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Award Bid for New Financial Software to Tyler Technologies, Inc

STAFF INFORMATION SOURCE: Kristin Schwartz, Linda Williams-Grice, Rob Evans

BACKGROUND: The City of Lamar solicited proposals for the purchase of new financial software to replace ADG (American Data Group). The City Treasurer researched companies that offered government financial software and all components needed for the City of Lamar. Three companies offered demonstrations and pricing.

The first company was ORACLE. After the initial meeting, the ORACLE representative decided to pull out of our search due to the fact that they do not offer key modules used by the City. Their main one being Utility Billing.

The second company we met with was Tyler Technology, Inc. The initial meeting was an online overview. The City staff decided that after viewing the software at our online meeting, that it was worth setting up an onsite demonstration to all departments of the City, including Light and Power. Tyler representatives came to the City of Lamar and gave a detailed presentation to each department. Tyler has all modules in one package that the City would need.

The third company was Caselle. Two online presentations were given to the Administration staff and Light and Power representatives. Caselle does not offer a Parks and Recreation module, a full Community Development module and do not have physical time clocks and only offer online time cards at an additional cost.

RECOMMENDATION: Staff recommends that the award the bid for the new financial software to Tyler Technologies, Inc.

SaaS

TOTAL: \$ 254,240

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

On-Premise

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

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

Agenda Item No. 11

Council Date: 4/8/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Network Penetration Test

INITIATOR: Thomas Sanchez, IT Director CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Authorization the Mayor to sign

STAFF INFORMATION SOURCE: Thomas Sanchez, IT Director

BACKGROUND:

The Information Technology department is seeking to have a network security test. The last test was over seven years ago. We would like to test our network and find our deficiencies. Once these are found we can begin remediation. Several security companies were contacted and a few quotes were obtained. Of the quotes, Artifice, is the vendor of choice. They are able to provide all the services the we are looking for. They will perform both internal and external testing and provide suggestions for remediation. They will retest no later than ninety days or after remediation.

RECOMMENDATION:

Motion to approve the agreement and authorize the Mayor to sign.



Penetration Test Statement of Work

February 14th, 2024

Prepared For:

City of Lamar

102 E Parmenter St.

Lamar, CO 81052

United States

Confidential:

This Statement of Work and all pricing information contained herein is strictly confidential. The contents of this document are confidential and intended solely for the recipient named above.

Reproduction of or forwarding to anyone not named above is strictly forbidden.

© Copyright 2016-2024 Artifice Security. All Rights Reserved

Contents

Executive Summary	4
Scope, Approach, and Methodology.....	6
Engagement Scope.....	6
Testing Dates	6
Artifice Security’s Project Management Approach	6
Phase I: Project Administration	7
Phase II: Penetration Testing	7
Attack Methodology.....	9
NIST RMF (Risk Management Framework).....	9
Current OWASP Top 10	10
Manual Exploitation	10
Common Attack Vectors Considered	10
Phase III: Findings, Review, and Delivery.....	13
High-Risk Findings Report	13
Final Report.....	13
Report Timing	14
Supplemental Tools.....	15
Client Participation and Responsibilities	17
Quote for Services	18
SOW Term.....	20
Assumptions	20
Scope Changes	20
Invoicing	21
Signatures	22
Service Acceptance Agreement.....	22
Disclaimers.....	1

Onsite Services 1
Security Services..... 1
Compliance Services 1
Record Retention..... 2

February 14th, 2024

Mr. Thomas Sanchez
Director, Information Technology
City of Lamar
102 E Parmenter St.
Lamar, CO 81052

Dear Mr. Sanchez

On behalf of Artifice Security LLC ("Artifice Security"), we appreciate the opportunity to present City of Lamar with this Statement of Work (SOW) to provide penetration testing services.

This SOW outlines our firm's approach and the intended staffing and professional fee structure. Artifice Security is committed to providing City of Lamar with a team of highly qualified, certified security professionals with considerable information technology, audit, penetration testing, and security experience. We meet your needs as demonstrated by the following criteria:

- ✓ **Collaborative.** We have a solid track record of successfully integrating and transferring knowledge with our clients.
- ✓ **Value-priced.** We provide the experience and expertise you expect at competitive rates.
- ✓ **Unbiased advice.** Because we do not have reciprocal arrangements with any software or hardware vendors, we can provide you with independent and objective guidance.
- ✓ **Proven approach.** We have an effective and pragmatic vulnerability, penetration and ethical hacking methodology along with using proven standards such as PTES, OSSTMM, OWASP, and NIST.

As you review the attached statement of work and have any questions, please feel free to contact me at (720) 515-1337 or (720) 290-9275 (mobile).

Respectfully,



Jason Zaffuto
Owner and Managing Director
Artifice Security / jason@artificesecurity.com

Executive Summary

Artifice Security provides this SOW for penetration testing security services in response to recent conversations with City of Lamar. We will use a proven approach for this engagement that has been adapted over time across various private, public, and government industries. Our methodology provides clear steps for delivering quality, repeatable results, and the flexibility to be adapted to specific client needs.

Product and Vendor-Independence - Artifice Security will provide objective and independent advice concerning the best alternatives for implementing City of Lamar security strategy. Artifice Security does not resell any specific hardware, software, or security vendor solutions, enabling us to provide unbiased recommendations. Artifice Security's highly technical team of security professionals has an in-depth knowledge of many vendor products. Our focus is on the standards and protocols that make these products work. Whether hardware, software, or SCADA/ICS protocols, we believe in our professionals' ability to utilize a sound understanding of the underlying technologies and industry best practices to provide reliable security guidance.

The Right Experience - Our security team's experience in providing information technology and security solutions is unparalleled in the marketplace. We have delivered information security and technology infrastructure solutions to many leading organizations. As an example, our position as a leading information security services provider is exemplified by the work we have performed for Merck Pharmaceutical Co., Domino's Pizza, IBM, H&R Block, and being selected as the penetration team for Capital One.

The Right People - Our security experts are diverse, with prior experience working as system administrators, web developers, network engineers, and cloud specialists to military veterans and former NSA employees who held top-secret clearances. Artifice Security consultants have also taught and spoken at cybersecurity conferences, participated in teams that won the Blackhat hacking tournament, and created tools used by many penetration testers today. Each of our consultants is not only highly passionate about security, but they are also highly credentialed.

At Artifice Security, our consultants have a vast array of verifiable certifications that make them well-rounded. Below are the collective certifications held by team members at Artifice Security:

- Offensive Security Certified Professional (OSCP)
- Offensive Security Certified Expert (OSCE)
- Offensive Security Web Expert (OSWE)
- Certified Information Systems Security Professional (CISSP)

- Microsoft Certified Systems Engineer with Specialization in Security (MCSE+S)
- Microsoft Certified: Azure Solutions Architect Expert
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP)
- Red Hat Certified Engineer (RHCE)
- CompTIA Security+
- EC-Council Certified Ethical Hacker (CEH)
- EC-Council Certified Security Analyst (ECSA)
- AWS Certified Solutions Architect
- AWS Certified Security
- CREST Practitioner Security Analyst (CPSA)
- National Security Agency INFOSEC Assessment Methodology (NSA IAM)
- National Security Agency INFOSEC Evaluation Methodology (NSA IEM)

Scope, Approach, and Methodology

Engagement Scope

City of Lamar has defined the security assessment scope for this project as:

- External network penetration test of 18 public IP blocks (12 active IPs)
- Internal network penetration test of over 175 IP addresses
- External network penetration test will also cover any external web applications (e.g., “secure.ci.lamar.co.us” and “owa.ci.lamar.co.us.”)

Testing Dates

Artifice Security will start the penetration test services on:

- TBD

Artifice Security will end the penetration test services at the end of the day on:

- TBD

Artifice Security's Project Management Approach

Project Lead - Artifice Security's project lead will be responsible for the communication of progress updates as well as the management and coordination of all staff activities.

Qualification Assurance (QA) - Artifice Security's objective is to exceed City of Lamar's expectations. As such, Artifice Security will employ a team-based approach to this engagement. Each team will be comprised of increasing levels of high caliber professionals (Consultant > Senior Consultant > Manager > Senior Manager > Director). Artifice Security's professionals are trained to continuously review the quality of service and work product provided at each level. As a result, prior to release to City of Lamar, all reports and deliverables will have already undergone a stringent QA process. Once Artifice Security has approved the draft report internally, the draft report will be released to City of Lamar for review.

Phase I: Project Administration

Kick-off - The project will begin with an initial City of Lamar/Artifice Security team kick-off meeting. This meeting will further refine the engagement objectives and communicate the scope to internal representatives. Status update frequency will also be defined during this phase.

Rules of Engagement - In preparation for vulnerability assessment and penetration testing activities, the Artifice Security team will meet with key City of Lamar personnel to agree on specific tasks to be performed and discuss the potential consequences that may be associated with assessment activities. This collaboration will result in a written document establishing the Rules of Engagement ("ROE"). No testing activities will be performed on targets unless explicitly outlined in this document.

The ROE will contain the following content:

- The distinct team assigned to service City of Lamar, including pertinent phone and email contact information;
- Activities to be performed and those that are to be excluded;
- Authorization and managerial approval;
- In-scope items to be included in testing; and
- Test-specific parameters (i.e., authorized testing windows and exempt assets) that must be defined prior to execution.

Phase II: Penetration Testing

Initial Analysis - This stage will focus on investigating relevant security risks to City of Lamar. Our approach is to start with information gathering typically performed by knowledgeable attackers. The assessment team will conduct a comprehensive discovery research effort to determine what information can be gathered from public sources that may help an attacker. This effort will include gathering pertinent and publicly available information from the Internet and Dark Web on City of Lamar, or the specific applications, including DNS, SMTP, VPN, WHOIS, HTTP/HTTPS information, and possible leaked credentials.

Vulnerability Assessment - Artifice Security will assess City of Lamar's predetermined and approved internal and external infrastructure. Once identified, findings will be manually validated and select penetration testing will commence to exploit vulnerabilities.

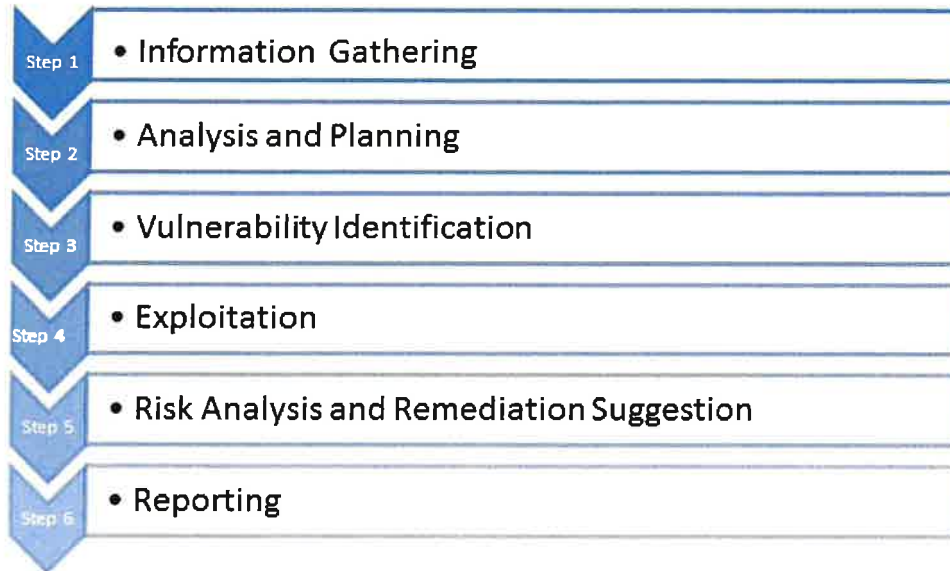
Artifice Security follows a standard process to ensure that the latest signatures are used at the beginning of every assessment. Current and past threats such as missing security service packs and patches, buffer/heap overflows, local and remote exploitable vulnerabilities, default accounts, backdoors and Trojans, conditions leading to Denial-of-Service (DoS) attacks, the presence of rootkits or network hacking tools, and firmware vulnerabilities for networked devices are included for several diverse platforms such as HPUX, AIX, Windows, various Linux derivatives, Mac, Netware, Solaris, and multiple network device vendors.

All of Artifice Security's security professionals are trained using the Open-Source Security Testing Methodology Manual (OSSTMM) to ensure an industry standardized testing methodology is followed in order to produce accurate results and measurable metrics. Manual validation is performed, when possible, to ensure the accuracy of findings discovered and to reduce false positives. The Artifice Security team will also identify potentially less significant risks that, when combined, may escalate the severity of an attack scenario and the underlying vulnerability, resulting in a more severe vulnerability scenario.

Penetration Testing - The Penetration Test is a continuation of the VA that leverages the identified vulnerabilities in an attempt to compromise a vulnerable target. Specifically, each asset undergoes comprehensive attack scenarios and the results are evaluated to determine a successful compromise. These attack scenarios include both automated and manual attempts.

The penetration testing component focuses on the actual performance of penetration tests and attempts to gain access through previously determined access points. If applicable, penetration testing of the network perimeter and/or applications will be performed in accordance with the agreed upon Rules of Engagement (ROE) in Phase I. Artifice Security expends extensive efforts to ensure the normal operation of the systems and networks is not disrupted and production data is not affected. Assessment actions will not include Denial-of-Service attacks. However, DoS vulnerabilities will be identified and recommendations for improvement will be presented. As Artifice Security performs manual penetration testing, no false positives will be presented in the draft or final report.

Attack Methodology



NIST RMF (Risk Management Framework)

City of Lamar's security control effectiveness will be assessed per the National Institute of Standards and Technology's (NIST) Risk Management Framework (RMF) and OWASP Top Ten.

The RMF is a robust, scalable framework that organizations can use to measure and reduce business and residual risk.

NIST Publication 800-37 defines the following terms:

- Risk - A measure of the extent to which a potential circumstance or event threatens an entity, and typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- Impact – the potential damage that an event could have on business operations.
- Likelihood – the chance that something will happen. This case refers to the chance that malicious actors will disrupt business operations.

Current OWASP Top 10

The Top Ten Open Web Application Security Project (OWASP) listed vulnerabilities shall be tested.

1. A01 Broken Access Control
2. A02 Cryptographic Failures
3. A03 Injection
4. A04 Insecure Design
5. A05 Security Misconfiguration
6. A06 Vulnerable and Outdated Components
7. A07 Identification and Authentication Failures
8. A08 Software and Data Integrity Failures
9. A09 Security Logging and Monitoring Failures
10. A10 Server-Side Request Forgery (SSRF)

Manual Exploitation

The inclusion of manual penetration testing executed during the assessment provides better coverage over classes of vulnerabilities that often go undetected by automated vulnerability assessment tools and dynamic web application security scanners. These vulnerabilities that often go undetected by automated only testing solutions include authentication, authorization, session management, cryptographic weaknesses, and application business logic. Lastly, careful manual execution of test cases allows the application security team to identify and closely coordinate test cases that may be more likely to impact system and service availability, thereby minimizing potential impact on production systems.

Common Attack Vectors Considered

Common attack vectors are specified to ensure consistent focus and a comprehensive approach during the initial preparation for an application security assessment. These provide structure to the engagement team's tasks and reflect in the final report. Some potential attack vectors considered in web-based applications include:

ATTACK VECTORS	
CATEGORY	AREAS TO TEST
Configuration and Deployment Management	<ul style="list-style-type: none"> Network/Infrastructure Configuration Application Platform Configuration File Extensions Handling for Sensitive Information Old, Backup, and Unreferenced Files Containing Sensitive Information HTTP Methods Strict Transport Security RIA Cross-Domain Policy
Identity Management	<ul style="list-style-type: none"> Role Definitions User Registration Process Account Provisioning Process Account Enumeration and Guessable User Accounts Weak or Unenforced Username Policy
Authentication Testing	<ul style="list-style-type: none"> Credentials Transported over an Encrypted Channel Default Credentials Weak Lock Out Mechanisms Authentication Schema Remember Password Functionality Browser Cache Password Policy Security Questions/Answers Reset Functionalities Authentication via Alternative Channels
Authorization Testing	<ul style="list-style-type: none"> Directory Traversal/File Include Authorization Schema Privilege Escalation Insecure Direct Object References
Session Management	<ul style="list-style-type: none"> Bypassing Session Management Schema

Cookie Attributes
Session Fixation
Exposed Session Variables
Cross-Site Request Forgery
Logout Functionality
Session Timeout
Session Puzzling

Input Validation

SQL Injection
Reflective Cross-Site Scripting
Stored Cross-Site Scripting
HTTP Parameter Pollution
XML Injection
XPath Injection
Buffer Overflows

Error Handling

Analysis of Error Codes
Analysis of Stack Traces

Weak Cryptography

Weak SSL/TLS Ciphers
Padding Oracle
Sensitive Information Sent via Unencrypted Channels

Business Logic

Integrity Checks
Process Timing Attacks
File Upload Attacks

Client-Side Testing

DOM-Based Cross-Site Scripting
Clickjacking
Cross Origin Resource Sharing

Phase III: Findings, Review, and Delivery

This phase will result in a report on the findings of our work and the development of risk mitigation recommendations and support City of Lamar's business objectives. In addition to the sample deliverables provided; at a minimum and as applicable, we will:

- Schedule and facilitate knowledge transfer meetings throughout the process as needed and work with City of Lamar's IT, security staff, and management to provide repeatable processes and techniques for assessing City of Lamar's infrastructure;
- Provide a gap analysis of the issues identified as they apply to best practices, finding the right balance between risk and controls;
- If applicable, provide descriptions of the general methodologies employed and specific descriptions of the penetration efforts and discussions of successful penetrations and their overall impact to City of Lamar;
- Provide lists of learned network or database accounts if their passwords were compromised during testing;
- Recommend changes to the internal and external networks to increase security of the infrastructure and to mitigate identified risks; and
- Provide a comprehensive report showing issues, vulnerabilities, discovery methods and proposed remediation/mitigation actions.

High-Risk Findings Report

Daily, or according to the client's needs, Artifice Security will report on critical/high-risk vulnerabilities detected which represent a direct threat to City of Lamar's information infrastructure. Artifice Security will present the report via encrypted email.

Final Report

Upon the completion of the penetration test, Artifice Security will present a final report describing the following sections:

- **Executive Summary & Assessment Synopsis:** This section summarizes findings presented in layman's terms and explains the overall risk of the environment to executive-level employees.

- **Assessment Findings:** This section summarizes key findings found during the penetration test and a list of key recommendations needed to remediate the vulnerabilities.
- **Threat Ranking Methodology:** This section details the threat ranking methodology and how Artifice Security ranks each finding based on the likelihood a malicious actor can initiate the threat and the impact the finding is expected to have on the environment.
- **Finding Summary:** This section summarizes a list of findings based on criticality.
- **Assessment Storyboard:** This section details how Artifice Security used attack chains to exploit vulnerabilities to reach critical data within the organization. The section shows proof-of-concept methods and screenshots along with commands and tools used.
- **Assessment Findings:** This section gives a finding summary, validation steps (proof of concept), affected resources, and recommendations for each vulnerability.
- **Assessment Scope Overview:** This section details accounts, scope targets, and any special rules of engagement for the assessment.

Report Timing

Artifice Security will deliver a draft report within five (5) business days after testing is completed. Artifice Security will deliver a final report within five (5) business days after completing the final test (after retesting).

Supplemental Tools

Both commercially available, open-source tools, and proprietary tools augment Artifice Security's data collection process. These tools, and their usage, are listed in the table below. This information is compiled and presented to provide City of Lamar with a single reference of the tools that Artifice Security may use on this engagement.

Reconnaissance and Enumeration	
<ul style="list-style-type: none"> • amass • custom scripts and tools • discover tool scripts • domainhunter • EyeWitness 	<ul style="list-style-type: none"> • Kali Linux built-in tools • Metasploit Framework Modules • Trufflehog • Spiderfoot • Sublist3r
Network Surveying and Services Identification	
<ul style="list-style-type: none"> • custom scripts and tools • Ettercap • fierce • hping3 • ike-scan • Kali Linux built-in tools • Masscan 	<ul style="list-style-type: none"> • Nexpose • nikto • Nmap • Nessus • scapy • snmpwalk • Wireshark • Unicornscan
Network and Web Application Penetration Testing	
<ul style="list-style-type: none"> • Nmap • Metasploit Framework • CrackMapExec • PowerSploit • Empire • BurpSuite Pro • SIET • unicorn • Aircrack-ng • sqlmap • sqlninja • Fortify SCA 	<ul style="list-style-type: none"> • DAVTest • DirBuster • Veil • sslscrape • Bloodhound • Sharphound • dnsenum • enum4linux • impacket suite • Responder • Wpscan • JD-Core / JD-GUI

<ul style="list-style-type: none">• Kali Linux built-in tools	<ul style="list-style-type: none">• custom scripts
Password Cracking	
<ul style="list-style-type: none">• Metasploit• Hydra• Medusa• Hashcat	<ul style="list-style-type: none">• John-the-Ripper• SSHater• Rcrack• Kali Linux built-in tools

Client Participation and Responsibilities

During the engagement of this SOW, Artifice Security has been guided by certain assumptions about the project scope, and level of City of Lamar's involvement and support.

City of Lamar: Artifice Security will require the support of City of Lamar personnel to achieve timely completion of the project. Support includes, but is not limited to, the collection of all relevant documents (paper or electronic) that would aid in the project and the scheduling of interviews and coordination of meetings with appropriate business partners.

Project Oversight: City of Lamar will designate a management-level individual to oversee the conduct of this project, including coordination of City of Lamar resources needed and review of draft deliverables. This individual will also review and accept responsibility for all project-related deliverables and decisions. City of Lamar assigned to the project will review draft deliverables in a timely manner.

Quote for Services

February 14, 2024

**PREPARED
FOR**

City of Lamar
Attn: Thomas Sanchez
102 E Parmenter St.
Lamar, CO 81052

SUBMITTED BY

Jason Zaffuto, Artifice Security
6400 S Fiddlers Green Cir Ste 250
Denver, CO 80111

Project Activity	Number of Resources	Hours	Fees
External Network Pentest	18+	24 (3 days)	\$4,800
Internal Network Pentest	175+ IPs	40 (5 day)	\$8,000
External Web Application Pentest	2	24 (3 days)	\$0 (INC)
Retest of External Network	18+	8 (1 day)	\$0 (INC)
Retest of Internal Network	175+ IPs	8 (1 day)	\$0 (INC)
New Client Discount		- 15%	-\$1,920
Total (USD)			\$10,880

Send Purchase Order To:

Artifice Security
6400 S Fiddlers Green Cir Ste 250
Denver, CO 80111
Work Phone: (720) 515-1337
Mobile Phone: (720) 290-9275
jason@artificesecurity.com



This quote and all pricing information are confidential information of Artifice Security. The recipient may use it only to determine whether to proceed with the proposed transaction. The recipient may disclose it to only those individuals within the recipient's organization who need to know if for the stated purpose.

This quote is valid for 30 days from the date above.

SOW Term

The term of this SOW shall commence on the SOW Effective Date and terminate on the earlier to occur of (i) the date which is one (1) year after that, or (ii) the completion of the services (the "SOW Term").

The term of the Services shall commence upon the completion of a kick-off call between Artifice Security and City of Lamar and terminate on the earlier to occur of (i) the SOW Term, or (ii) the completion of the Services (the "Services Term").

Upon completion of the services, the City of Lamar designated contact will receive an email confirmation from Artifice Security. The services and this SOW shall be deemed complete unless otherwise notified in writing to the contrary by the City of Lamar designated contact within thirty (30) days of such email confirmation.

Assumptions

Certain assumptions have been made in estimating and determining project cost and feasibility. These assumptions include the following:

- Changes to the project scope will affect the project schedule and pricing
- All prices are quoted in U.S. dollars
- Prices do not include tax, freight, or custom charges
- City of Lamar tasks will be performed according to the plan
- City of Lamar support and cooperation will be forthcoming
- Artifice Security engineers will be allowed to scan all "in-scope" devices
- The scope will not change (or change minimally)
- City of Lamar will be proactive in the remediation of vulnerabilities, and a retest will take place no later than 90 days from draft report delivery. If City of Lamar does not remediate vulnerabilities within the 90 days, City of Lamar will forfeit the opportunity to have a retest performed. Retesting will be performed remotely.

Scope Changes

Both parties shall mutually agree upon any changes to the scope of this engagement in writing through an SOW change form. Artifice Security is estimating and basing its level of effort,

applicable services, and pricing specifically on the information received from City of Lamar. Additional charges may apply if the scope of services or the level of effort is outside this document's scope. Both parties shall agree to any additional level of effort, the scope of services, or changes in writing before Artifice Security performs such additional services.

Invoicing

- **Project Scheduling Deposit.** Fifty percent (50%) of the total fees shall be due and payable within ten (10) calendar days of the execution of an SOW and before Artifice Security schedules the project; and;
- **Final Fees net 30.** The remaining fifty percent (50%) of the Fees shall be due and payable within thirty (30) days after Artifice Security delivers its draft report.
- **Late Charges and Interest.** If any amounts due to Artifice Security are not paid on time, City of Lamar shall pay Artifice Security a late charge equal to six percent (6%) of the unpaid balance. Interest shall accrue thereon at a rate of 1.5% per month.

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date set forth on the first page of this SOW.

Service Acceptance Agreement

To formalize acceptance of the project and pricing presented in this SOW document, please return the entire document scanned, once signed.

Artifice Security
6400 S Fiddlers Green Cir
Ste 250
Denver, CO 80111
720.515.1337

City of Lamar
102 E Parmenter St.
Lamar, CO 81052

City of Lamar hereby accepts this Statement of Work and all terms and conditions thereof.

Acceptance of Statement of Work	
Artifice Security	City of Lamar
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Disclaimers

Onsite Services

Notwithstanding Artifice Security employees' placement at the City of Lamar location, Artifice Security retains the right to control the work of such employees.

Security Services

Should this SOW include security scanning, testing, assessment, forensics, or remediation Services ("Security Services"), City of Lamar understands that Artifice Security may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. City of Lamar hereby authorizes Artifice Security to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by City of Lamar from time to time) on network resources with the internet protocol ("IP") Addresses identified by City of Lamar. City of Lamar represents that, if City of Lamar does not own such network resources, it will have obtained consent and authorization from the applicable third party, in form and substance satisfactory to Artifice Security, to permit Artifice Security to provide the Security Services.

Artifice Security shall perform the Security Services during a mutually agreed timeframe with City of Lamar. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system-specific exploits, and attacks specific to custom-coded applications but exclude intentional and deliberate denial of service ("DoS") attacks. Furthermore, City of Lamar acknowledges that the Security Services described herein could result in service interruptions or degradation regarding City of Lamar 's systems and accepts those risks and consequences. City of Lamar hereby consents and authorizes Artifice Security to provide any or all the Security Services concerning the City of Lamar systems.

Compliance Services

Should this SOW include compliance testing or assessment or other similar compliance advisory Services ("Compliance Services"), City of Lamar understands that, although Artifice Security's compliance services may discuss or relate to legal issues, Artifice Security does not

provide legal advice or services, none of such compliance services shall be deemed, construed as or constitute legal advice and that City of Lamar is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written summaries or reports provided by Artifice Security in connection with any compliance services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence, or any guarantee or assurance as to City of Lamar legal or regulatory compliance.

Record Retention

Artifice Security will retain a copy of City of Lamar Reports and supporting City of Lamar data per Artifice Security's record retention policy, which provides such retention for a period commensurate with such City of Lamar reports and supporting City of Lamar data usefulness and Artifice Security legal and regulatory requirements and Artifice Security's directives.

Unless City of Lamar gives Artifice Security written notice to the contrary prior thereto, then thirty (30) days after delivery of its final report, Artifice Security shall have the right, in its sole discretion, to dispose of all acquired hard drive images and other report backup information acquired in connection with its performance of its obligations under this SOW.

The parties agree to this SOW. Any terms and conditions attached to a purchase order submitted by City of Lamar in connection with this SOW are null and void.

Agenda Item No. 12
Council Date: 04/8/24

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval and Signature of Agreement with Royalty Construction for Main Street Beautification Project

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Approve and Sign Agreement

STAFF INFORMATION SOURCE: Martha Baird-Alvarez,

BACKGROUND:

City Council approved Lamar Partnership, Inc.'s recommendation to contract with Royalty Construction to repaint light poles, trash cans and benches in the Main Street District on March 25, 2024. with a cost of \$27,500 coming from DOLA Main Street Mini-Grant funds. The Main Street Beautification Project agreement is now ready for Council consideration. The agreement is a standard contractor template vendor agreement.

Repainting Main Street's light poles, trash cans, and benches is a pivotal step towards enhancing our community's aesthetic appeal and functionality.

RECOMMENDATION: Staff recommends Council to approve and authorize the Mayor to sign the Main Street Beautification Project agreement with Royalty Construction or such other action as Council may direct.

Project: Main Street Beautification Project
Contractor: Royalty Construction
Total Cost: \$ 27,500
Term: _____
Acct. or P.O. #: _____



102 East Parmenter
Lamar, CO 81052
Phone No.: 719-336-4376
FAX No.: 719-336-2787
www.ci.lamar.co.us

OWNER-CONTRACTOR AGREEMENT

THIS OWNER-CONTRACTOR AGREEMENT is dated as of the 8th day of April, 2024, by and between the City of Lamar, Colorado, a Colorado home rule city and municipal corporation, (hereinafter called CITY), and Royalty Construction, whose address is 1511 S 11th, Lamar, CO 81052 (hereinafter called CONTRACTOR). CONTRACTOR agrees to work for CITY as an independent contractor, on the following terms and conditions contained in this Agreement.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 DEFINITIONS-

1.1 "Project": The Project is generally described as follows:
Main Street Beautification Project: prep and paint light poles, wooden trash cans and benches.

1.2 "Work": CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sand blast wire wheels or grinder sanding disc may be used to remove previous paint, leaving clean surfaces to apply primer.

Prime 94 light poles, 45 trash cans, and 11 benches located downtown Lamar (varnish woodwork) and paint light poles, trash cans and benches with black or graphite commercial grade paint, as approved by City and LPI.

Apply proper materials fixing any imperfections on light poles, trash cans and benches.

1.3 "Site": The Site is the place where the Project is located, specifically Main Street District.

**ARTICLE 2
PROJECT REPRESENTATIVE-**

CITY has designated a PROJECT REPRESENTATIVE; Martha Baird-Alvarez, Main Street Manager, who is to act as CITY's representative and on CITY's behalf, assume all duties and responsibilities and have the rights and authority assigned to the PROJECT REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3
DESIGN SERVICES-**

3.1 CONTRACTOR shall visit the Site, become familiar with the local conditions, and correlate observable conditions with the requirements of the CITY's Project.

3.2 *Design Documents:* Conceptualized documents establishing the size, quality and character of the Project, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work. (Article 1.2)

3.3 *Construction Documents:* CONTRACTOR shall also provide itemized construction cost estimates for all aspects of the job.

3.4 CONTRACTOR shall research diligently and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the CITY's requirements. In the performance of this obligation, CONTRACTOR shall make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, including, but not limited to, Title I of the American with Disabilities Act 1990, as amended, and all fire safety laws, codes, regulations or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements were applicable.

3.5 In development of the Project, CONTRACTOR shall ascertain CITY's requirements for the Project and shall verify and review such requirements with the CITY and PROJECT REPRESENTATIVE.

3.6 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the CITY. CONTRACTOR shall be responsible to the CITY for the acts and omissions of CONTRACTOR's employees, subcontractors and their agents and employees, and other persons performing any portion of CONTRACTOR's obligations under this Article 3.

**ARTICLE 4
CONSTRUCTION SERVICES**

4.1 The construction services to be performed hereunder shall commence upon the issuance of a NOTICE TO PROCEED.

4.2 CONTRACTOR shall review with the PROJECT REPRESENTATIVE the related project for approval by the CITY. When CONTRACTOR submits the Proposal, "Proposal" shall include specifications, and any other documents setting forth in detail the requirements for completion of the Work, and shall:

4.2.1 be consistent with the intent of the CITY's Project;

4.2.2 include documents customarily required for regulatory agency approvals.

4.3 Pursuant to the terms of this Agreement, CONTRACTOR shall provide or cause to be provided and shall pay for construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4 CONTRACTOR shall comply with laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the Work.

4.5 CONTRACTOR shall conduct the Work in accordance with the Contract Times (Article 5). CONTRACTOR shall adhere to the Contract Times and any changes made to such shall be mutually agreed to and evidenced by a Change Order.

4.6 CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously with respect to the Work at the Site and not be limited to normal working hours.

4.8 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss in connection with the Work. CONTRACTOR shall erect and maintain, as required by law based upon existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4.9 CONTRACTOR shall deliver all written warranties and equipment manuals with respect to the Work to the CITY through the PROJECT REPRESENTATIVE upon final completion of the Project.

4.10 The Site and surrounding area shall be kept free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations under this Agreement. At the completion of the Work, CONTRACTOR shall promptly remove from the Site waste materials,

rubbish, CONTRACTOR's tools, construction equipment, machinery, and surplus materials and leave the Site and surrounding area in a neat and clean manner.

4.11 CONTRACTOR shall coordinate with the PROJECT REPRESENTATIVE and utility companies to connect utilities to the Project. The expense of delivering such utilities to the Site will be paid for by CITY, separate and apart from the terms of this Agreement.

4.12 CONTRACTOR will be responsible for staffing with the expertise necessary to properly execute the supervision and construction of the Project. CONTRACTOR shall be responsible for providing a competent Project Manager and Superintendent for the duration of the Project (the "Key Personnel"). The Key Personnel will be the on-site point of contacts for CONTRACTOR and will coordinate construction efforts with the CITY. The Key Personnel assume all duties and responsibilities for supervision and scheduling of all facets of construction including those of any subcontractors or suppliers for the Project. The Key Personnel shall be satisfactory to the CITY, in its reasonable opinion, and shall not be removed or replaced, unless the Key Personnel are unable to perform their duties due to illness or injury. In such case, Key Personnel of similar experience and qualifications shall be substituted. CONTRACTOR shall be additionally responsible for providing on the Project labor foremen and workmen skilled in the crafts and trades that they are supervising or performing.

4.13 CONTRACTOR shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment.

4.14 In connection with the Work, CONTRACTOR shall at all times be responsible for the conduct and discipline of its employees and to the extent within its reasonable control any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skills and experience to perform properly the work assigned to them.

4.15 CONTRACTOR is solely responsible for scheduling and coordinating the performance and furnishing of the Work. Any construction subcontract, sub-agreement, supply or material contract entered into by CONTRACTOR shall be for the benefit of the CITY.

ARTICLE 5 CONTRACT TIMES-

5.1 The Work will be substantially completed within 120 days after the date when the Contract Times commence to run, but no Construction Services shall be done at the site prior to the date on which the Contract Times commence to run.

ARTICLE 6 CONTRACT PRICE-

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 6.1. below:

6.0. For all work, at twenty-seven thousand five hundred dollars (\$27,500.00).

All specific cash allowances are included in the above price and have been computed in accordance as stated:

6.1. Cash Allowances: It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to CITY. CONTRACTOR agrees that:

6.1.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

6.1.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by PROJECT REPRESENTATIVE and/or CITY to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

6.2. CITY has appropriated funds equal to or in excess of the Contract Price.

ARTICLE 7 PAYMENT PROCEDURES-

Payment will be made in two increments: first, an initial payment of \$13,750.00 upon execution of this agreement, and the final balance of \$13,750.00 paid upon completed submission of satisfaction of work and approved by the City, as specifically as stated in Section 7.1.

7.1. *Final Payment:* Upon final completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price as recommended by PROJECT REPRESENTATIVE.

ARTICLE 8 INTEREST-

All moneys not paid when due shall bear interest at a rate not to exceed 8%.

ARTICLE 9 CONTRACTOR'S REPRESENTATIONS-

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

9.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, including "technical data."

9.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

9.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

9.4. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

ARTICLE 10 CONTRACT DOCUMENTS—

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:

- 10.1. This Agreement (pages 1 to 11, inclusive).
- 10.2. Notice to Proceed
- 10.3. Specifications and plans, to be developed pursuant to this agreement if different than proposal.
- 10.4. CONTRACTOR's Proposal, dated February 28, 2024.

There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided;

Amending Contract Documents: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 1.1. a formal Written Amendment,
- 1.2. a Change Order, or
- 1.3. a Work Change Directive.

Supplementing Contract Documents: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 2.1. PROJECT REPRESENTATIVE's approval of a Shop Drawing or Sample,
or
- 2.1. PROJECT REPRESENTATIVE or CITY's written interpretation or clarification.

**ARTICLE 11
MISCELLANEOUS-**

11.1 In connection with the Work, the CONTRACTOR shall be responsible for the costs associated with obtaining, on a timely basis, the building permit and other permits and governmental fees, licenses, certificates, approvals and inspections necessary for proper execution and completion of the Project and compliance with laws and regulations that protect the environment, or human health and safety, as well as with other laws and regulations that may apply to the Project in any matter.

11.2. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Lamar: City of Lamar 102 E Parmenter St Lamar, Colorado 81052 Attn: Kristin Schwartz Telephone: 719-336-1373	Contractor: Royalty Construction 1511 S 11th St Lamar, CO 81052 Attn: Rigo Munoz Telephone: 719-688-5191
--	---

Project Representative: Martha Baird-Alvarez
City of Lamar
102 E Parmenter St
Lamar, Colorado 81052
Telephone: 719-336-1445
E-mail: martha.alvarez@ci.lamar.co.us

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. This Agreement is between CITY and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

11.5. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.6. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, CITY's obligations under this Agreement are subject to annual appropriation by the City Council of the CITY. Any failure of the City Council annually to appropriate adequate funds to finance CITY's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

11.7. This Agreement is to be governed by the laws of the State of Colorado.

11.8. This Agreement may only be amended, supplemented, or modified in a written document signed by both parties.

11.9. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. This contract shall be governed by the laws of the State of Colorado. Venue for any disputes or actions at law shall be in the District Court for Prowers County, Colorado.

11.10. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11.11. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

11.12. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

11.13. *Immigration Status Obligations:*

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and the CITY within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if, within three days of receiving the certification required pursuant to sub-subparagraph (b)(2) of this section, the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, the CITY may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by the CITY.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

*****EXECUTION PAGE FOLLOWS*****

This Agreement will be effective on _____, 2024.

CITY OF LAMAR

ROYALTY CONSTRUCTION

Mayor

By:

Title: _____

ATTEST:

ATTEST:

City Clerk

Title: _____

APPROVED AS TO FORM:

License No. _____

Agent for service of process: _____

City Attorney

Agenda Item No. 13

Council Date: 4/8/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

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

INITIATOR: Kirk Crespin, Mayor/Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: Adopt and Approve Proclamation

STAFF INFORMATION SOURCE: _____

BACKGROUND:

Please see the attached Proclamation No. 24-02 Designating the month of April 2024 as National Child Abuse Prevention Month.

RECOMMENDATION: Proclaim April 2024 as National Child Abuse Prevention Month in Lamar, Colorado and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

CITY OF LAMAR

PROCLAMATION FOR CHILD ABUSE PREVENTION MONTH

WHEREAS, every one of the more than 1.2 million children in Colorado today deserve to be valued, healthy and thriving; and

WHEREAS, children are our future employees, leaders and neighbors and will shape the future of Colorado; and

WHEREAS, positive childhood experiences build healthy families and strong communities; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, everyone benefits when we focus on addressing underlying causes that lead to health and social inequities; and.

WHEREAS, we all have a role in ensuring that children have positive experiences and that families have the resources they need, when they need them; and

WHEREAS, when parents, caregivers, family, friends, neighbors, employers and elected leaders work together to increase five critical protective factors in families' lives, that is when we can prevent child abuse, strengthen families and build brighter childhoods; and,

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, strengthening families remains the best defense for our children and families.

NOW, THEREFORE, we, City of Lamar, City Council, do hereby proclaim April as NATIONAL CHILD ABUSE PREVENTION MONTH in Lamar, Colorado and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

CHILD ABUSE PREVENTION MONTH

Done this _____ day of _____, 2024.

Krik Crespin, Mayor of Lamar



Agenda Item No _____

Council Date 4/8/2024

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – (1) For discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(f) for follow up regarding City Clerk, City Treasurer, and City Administrator’s annual reviews (2) For follow up with City Administrator for directions for City Council under C.R.S. §24-6-402(4)(f) (3) For a conference with the City Attorney for the purpose

ITEM TITLE: of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

INITIATOR: Rob Evans, City Administrator

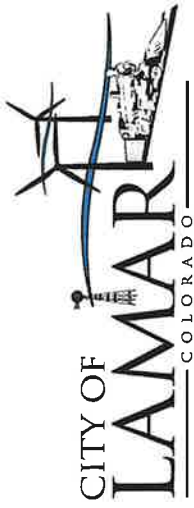
CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: Executive Sessions – (1) For discussion of Personnel Matters including Evaluations of Senior Staff under C.R.S. §24-6-402(4)(f) for follow up regarding City Clerk, City Treasurer, and City Administrator’s annual reviews (2) Follow up with City Administrator for directions for City Council under C.R.S. §24-6-402(4)(f) (3) For a conference with the City attorney for the purpose of receiving advice on specific legal questions under C.R.S. §24-6-402(4)(b)

RECOMMENDATION:



SALES OF WATER, SEWER, TRASH

MARCH 2024

MARCH 2023

DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET	DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET
Residential Sales	2,836	52,455.03	1,549,661	Residential Sales	2,833	41,182.50	1,192,377
City Commercial Sales	541	31,319.23	958,938	City Commercial Sales	547	22,900.71	716,993
TOTAL CITY	3,377	83,774.26	2,508,599	TOTAL CITY	3,380	64,083.21	1,909,370
Rural Residential Sales	126	6,083.69	107,197	Rural Residential Sales	125	4,101.75	79,204
Rural Commercial Sales	17	3,376.26	100,610	Rural Commercial Sales	17	2,453.04	77,021
TOTAL RURAL	143	9,459.95	207,807	TOTAL RURAL	142	6,554.79	156,225
TOTAL WATER SALES REVENUE	3,520	\$ 93,234.21	2,716,406	TOTAL WATER SALES REVENUE	3,522	\$ 70,638.00	2,065,595
CONNECT/DISCONNECT FEE BILLED	13	288.00		CONNECT/DISCONNECT FEE BILLED	12	352.00	
CONNECT/DISCONNECT FEE PAID	32	640.00		CONNECT/DISCONNECT FEE PAID	34	680.00	
TOTAL WATER REVENUE	3,520	\$ 94,162.21	2,716,406	TOTAL WATER REVENUE	3,522	\$ 71,670.00	2,065,595
Total Consumption YTD	→→→→→	→→→→→	8,622,815	Total Consumption YTD	→→→→→	→→→→→	8,369,651
Sewer	3,377	50,533.27		Sewer	3,375	43,216.72	
TOTAL SEWER REVENUE		\$ 50,533.27		TOTAL SEWER REVENUE		\$ 43,216.72	
TOTAL WATER/SEWER REVENUE		\$ 144,695.48		TOTAL WATER/SEWER REVENUE		\$ 114,886.72	
INFORMATION ONLY							
City Departments	52	3,177.36	40,916	City Departments	51	2,395.81	16,506
Fairmount Cemetery	2	176.19	1,017	Fairmount Cemetery	2	152.55	9
TOTAL CITY COST	54	3,353.55	41,933	TOTAL CITY COST	53	2,548.36	16,515
Garbage Billed	4,300	\$ 96,586.66		Garbage Billed	4,311	\$ 95,658.12	
Cardboard Run Billed	65	\$ 2,384.78		Cardboard Run Billed	59	\$ 2,228.62	
Rolloff charges billed thru U/B	25	\$ 11,173.50		Rolloff charges billed thru U/B	24	\$ 10,033.50	
Rolloff charges billed thru A/R	22	\$ 10,722.00		Rolloff charges billed thru A/R	20	\$ 9,976.50	
Landfill charges billed thru A/R	39	\$ 5,752.30		Landfill charges billed thru A/R	62	\$ 9,291.90	
Demos charges billed thru A/R	0	\$ -					
TOTAL GARBAGE BILLED		\$ 126,619.24		TOTAL GARBAGE BILLED		\$ 127,188.64	
Landfill / Transfer station	317	\$ 3,699.60		Landfill / Transfer station	318	\$ 2,943.21	
Rolloff prepaid at complex	2	\$ 866.00		Rolloff charges prepaid at complex		\$ -	
Demos prepaid at complex		\$ -		TR CON/DISC Paid due to 2mos non pay		\$ 34.00	
Trash CON/DISC paid due to nonpay		\$ -					
Prepaid Res/Com Tub Use	4	\$ 120.00					
TOTAL GARBAGE REVENUE		\$ 4,685.60		TOTAL GARBAGE REVENUE		\$ 2,977.21	
TOTAL TRASH		\$ 131,304.84		TOTAL TRASH		\$ 130,165.85	
STAGE 1 MANDATORY WATER USE GUIDELINES							

STAGE 1 MANDATORY WATER USE GUIDELINES

STAGE 1 MANDATORY WATER USE GUIDELINES



SALES OF WATER, SEWER, TRASH

INFO FROM WA PERIOD BILLING SUMMARY

	BILLED	CONSUMP	AVE CONSUMP	CHARGES	# metered
CIW - COM - IN WINTER READ	27	3,670	136	549.62	
CI - COM - IN TOWN	372	649,889	1,747	19,555.93	
CO - COM - OUT TOWN	14	97,344	6,953	3,144.34	
CWI - COM - CAR WASH - IN TOWN	4	72,251	18,063	1,502.58	
GIW - GOVT - IN WINTER READ	2	2,440	1,220	227.59	
GI - GOVT - IN TOWN	113	220,332	1,950	8,815.48	
GO - GOVT - OUT TOWN	2	3,205	1,603	182.25	
NI - NON PRF - IN TOWN	23	10,356	450	668.03	
NO - NON PRF - OUT TOWN	1	61	61	49.67	
RIW - RESI - IN WINTER READ	4	1,701	425	72.00	
RI - RESI - IN TOWN	2,832	1,547,960	547	52,383.03	
RO - RESI - OUT TOWN	126	107,197	851	6,083.69	
	3,520	2,716,406	772	93,234.21	

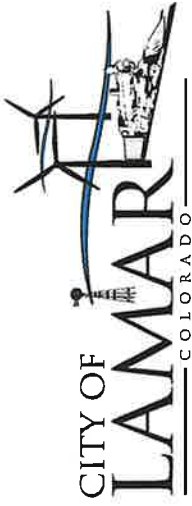
INFO FROM MC PERIOD BILLING SUMMARY	
WA CON BILLED	# Cust Billed
13	13
2	2
Total Charges	
260.00	
28.00	
288.00	

INFO FROM 61-340-344-3446

CONNECTS / DISCONNECTS BILLED - J/E	288.00
CONNECTS / DISCONNECTS PAID - C/R	640.00

INFO FROM SW PERIOD BILLING SUMMARY

CI - COM IN TOWN	403		8,740.56
CO - COM - OUT TOWN	15		573.23
CWI - COM - CAR WASH - IN TOWN	4		580.90
GI - GOVT - IN TOWN	53		1,437.60
NI - NON PRF - IN TOWN	22		296.50
NO - NON PRF - OUT TOWN	1		26.15
RI - RESI - IN TOWN	2,821		35,557.28
RO - RESI - OUT TOWN	58		3,321.05
	3,377		50,533.27



SALES OF WATER, SEWER, TRASH

INFO FROM TR PERIOD BILLING SUMMARY

CI - COM - IN TOWN	642	24,536.43
CO - COM - OUT TOWN	59	3,600.50
GI - GOVT - IN TOWN	102	4,677.94
NI - NON PRF - IN TOWN	23	667.00
NO - NON PRF - OUT TOWN	1	0.00
RI - RESI - IN TOWN	3,362	59,556.08
RO - RESI - OUT TOWN	111	3,062.71
	4,300	96,100.66

INFO FROM CB PERIOD BILLING SUMMARY

CI - COM - IN TOWN	58	1,972.78
CO - COM - OUT TOWN	5	231.75
GI - GOVT - IN TOWN	2	180.25
	65	2,384.78

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

*Extra Trash Pickup Billed	486.00	
*Extra Cardboard Pickup Billed	11,173.50	
*Rolloffs Billed Thru Utility Billing	11,659.50	# of rolloffs 25
*Trash Com/Disc billed due to 2mos nonpay		
*Extra Trash picked billed for previous month(February)	11,659.50	
*Other Trash/Rolloff billed/adjustments thru Utility Billing	(19.50)	

ADJUSTMENT GARBAGE (on MIC page)	11,640.00	TOTAL MISCELLANEOUS CHARGES \$	11,640.00
---	------------------	---------------------------------------	------------------

INFO FROM GL# 41-311-348-3482

ROLLOFFS BILLED THRU AVR	INV	22	10,722.00
ROLLOFFS PREPAID AT COMPLEX	C/R	2	866.00
TRASH CON/DISC PAID DUE TO NONPAY	C/R		
PREPAID RES/COM TR TUB USE	C/R	4	120.00

(-)AR billing sent to collections

INFO FROM GL# 41-311-348-3484

LANDFILL CHARGES BILL THRU A/R	INV	39	5,752.30
LANDFILL/TRASH PREPAID AT COMPLEX	C/R		

INFO FROM 41-311-348-3498

LANDFILL FEES PAID AT THE GATE	308	\$	3,508.60
TRANSFER STATION FEE PAID AT GAT	9	\$	191.00
DEMOS PREPAID AT COMPLEX			
DEMOS BILLED THRU AVR	INV		

317 \$ 3,699.60



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

2024 UTILITY REVENUE REPORT

<u>MONTHLY</u>	<u>MARCH</u>	<u>MARCH 2023</u>	<u>%</u>
ELECTRICITY:	\$923,535.14	\$908,406.49	1.67%
WATER:	\$94,162.21	\$71,670.00	31.38%
SEWER:	\$50,533.27	\$43,216.72	16.93%
TRASH:	\$131,304.84	\$130,165.85	0.88%
MONTHLY TOTAL	\$1,199,535.46	\$1,153,459.06	3.99%

	<u>2024</u>	<u>2023</u>	<u>%</u>
	<u>YEAR TO DATE</u>	<u>YEAR TO DATE</u>	
ELECTRICITY:	\$3,018,163.05	\$2,977,615.89	1.36%
WATER:	\$294,418.69	\$247,250.70	19.08%
SEWER:	\$151,412.83	\$129,127.46	17.26%
TRASH:	\$387,663.80	\$398,269.87	-2.66%
YTD TOTAL	\$3,851,658.37	\$3,752,263.92	2.65%



**LAMAR POLICE DEPARTMENT
102 EAST PARMENTER STREET
LAMAR, COLORADO 81052**

April 2, 2024

Calls and reports from March 11 to March 24, 2024

Incident reports:

- 163 total incident reports
- 78 were investigated by code enforcement
- 85 investigated by patrol

Citations and warnings:

- 30 citations
- 41 warnings

Traffic stops:

- 89 traffic stops

Calls to Dispatch:

- 1094 total calls
- Police department handled 596 of those calls

HR Department Monthly Report

Report period: March Prepared by Margaret Saldaña, Human Resources

Metric	Description	Total
# of New Hires	Front Desk Clerk, Fitness Instructor, Engineer *April hires are not included	2
Turnovers	(# of separations during month/Avg. # of employees during month) x 100 Positions vacated: part-time Front Desk Clerk and custodian	2/187x 100 = 1.0
Vacancies	(Total number of FT vacant positions as of today / Total number of positions – 3 Public Works, 4 Police, 1- 911, 2 Recreation, 1 Parks & Cemeteries	11
Safety		
# of CIRSA Incidents	4 WC claims, 11 Property	
Currently ...		

Reading: Updates to to FAML I program for local governments and their employees.

CIRSA upcoming deductible changes for 2025.

Upcoming: Employers Council in-person classes – Colorado Springs Office

1. [ADA: Managing Disabilities in the Workplace](#), April 10th
2. [Transition into Leadership](#), April 25th
3. [Conflict Strategies: Navigating Others](#), May 7th
4. [Coaching to Build Skills, Improve Performance](#), May 15th

Planning: New Employee Orientation in May, Wellness Fair in October

Policies being revised: Donated Sick Leave

Special Projects: Chief of Police Search