

**THERE
WILL BE A
WORK SESSION ON
MONDAY
JANUARY 23, 2023
BEGINNING AT**

6:00 P.M.

**THE REGULAR
CITY COUNCIL MEETING
WILL FOLLOW AT**

7:00 P.M.

Agenda Item No. 1

Council Date: January 23, 2023

LAMAR CITY COUNCIL

WORK SESSION ITEM COMMENTARY

ITEM TITLE: Review Water Rate Study with Rafetelis

INITIATOR: Robert Evans and Kristin Schwartz

CITY ADMINISTRATOR'S REVIEW:

RFE

ACTION PROPOSED: Work Session to discuss Water rate study prepared by Rafetelis

STAFF INFORMATION SOURCE: Rafetelis, JVA Engineering / Kristin Schwartz Treasurer, Patrick Mason Public Works Director

BACKGROUND:

The water/wastewater master plan has recently been presented to the City Council. This rate study is necessary in order to explore the funding needed to support the proposed projects included in the master plan.

Rafetelis would like to discuss the rate study with the City Council and receive guidance and comments.

Action proposed: Discussion, questions and way ahead.

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL
Monday, January 23, 2023 – 7:00 p.m.

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

JOE GONZALES _____

MIKE BELLOMY _____

GERRY JENKINS _____

KIRK CRESPIN _____

MIKE DUFFY _____

MANUEL TAMEZ _____

ANNE-MARIE CRAMPTON _____

ROB EVANS _____

KRISTIN SCHWARTZ _____

LANCE CLARK _____

GENERAL BUSINESS

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

CONSENT AGENDA

- Item 1 - Approval of Council Meeting Minutes – 1/09/22
- Item 2 – Approval of Minutes for Board and Commissions _____
- a) Utilities Board – 12/13/22
- Item 3 – Payment of Bills _____

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 – Appointment to Water Advisory Board

Item 2 – Approve Agreement between the City of Lamar and Southeast Wellness for an Employee Wellness Program
(Employee Assistance Program)

Item 3 – Rezone Tract of Land Described as Fourth Subdivision SW ¼ Section 17, T23S, R46W

Item 4 – CDOT Aeronautics Grant Agreement 23-LAA-02 Runway 8/26 Pavement Maintenance

Item 5 – Motion to Ratify Approval of 4th Amendment to Purchase Agreement between City of Lamar and RB Colorado,
LLC

Item 6 – Equitable Sharing Agreement and Certification

Item 7 – ACA Reporting Agreement for 2022 1095s with CliftonLarsenAllen, LLP

Item 8 – Discuss and Take Any Necessary Action Concerning Ordinance No. 1233, The Keeping of Hen Chickens within
the City Limits

Item 9 - Miscellaneous

NEXT CITY COUNCIL MEETING – Monday, February 13, 2023 @ 7:00 P.M Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

CITY OF LAMAR
MINUTES OF THE CITY COUNCIL MEETING
January 09, 2023

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

Present: Joe Gonzales, Mike Bellomy, Gerry Jenkins, Kirk Crespin, Mike Duffy, Manuel Tamez, Anne-Marie Crampton, Rob Evans, Kristin Schwartz, Lance Clark

Absent: _____

Consent Agenda

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

Item #1 – Approval of Regular Meeting Minutes – 12/12/22 and Special Meeting Minutes 12/19/22

Item #2 – Approval of Minutes for Boards and Commissions

a) Utilities Board – 11/29/22

Item #3 – Payment of Bills

General Fund-Vouchers #95416-#95576

Item #4 – License – Renewals

- a) Coin Operated Amusement Devices – Glens Vending & Video, 232 Willow Valley
- b) Coin Operated Amusement Devices – Valley Snax, 23670 Hwy 350, La Junta, CO
- c) Hotel/Motel License – 3rd Street Nest Bed & Breakfast, 304 S. 3rd St.
- d) Hotel/Motel License – Blue Spruce Motel, 1801 S. Main St.
- e) Hotel/Motel License – Days Inn dba Shree Madhav LLC, 1302 N. Main St.
- f) Hotel/Motel License – Holiday Inn Express Hotel & Suites, 1304 N. Main St.
- g) Hotel/Motel License – Holiday Motel, 404 N. Main St.
- h) Hotel/Motel License – Quality Inn/Mahakali Investment LLC, 1202 N. Main St.
- i) Hotel/Motel License – Realty 4 Him dba Golden Arrow Motel, 611 E. Olive St.
- j) Hotel/Motel License – The Buzzards Nest, 113 N. Main St.
- k) Retail Liquor or Fermented Malt Beverage Off Premise – Loaf N Jug #57, 1107 S. Main St.
- l) Retail Liquor or Fermented Malt Beverage Off Premise – Loaf N Jug #58, 300 N. Main St.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Crampton

Voting No: None

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

Audience Participation

None

City Treasurer Report

None

City Clerk Report

City Clerk Williams reported the December revenue report reflected collections of \$378,701.77 which was up 2.15% from December 2021 or \$7,971.76. Year to Date collections were \$4,908,015.98 which was up 3.78% or \$178,951.89 from 2021.

City Administrator Report

National Law Enforcement Day

City Administrator Evans announced that today is National Law Enforcement Day.

Oath of Office for New Police Officers – Joshua Boudreau and Liam Toomey

Police Chief Miller introduced Officers Joshua Boudreau and Liam Toomey. Mayor Crespino administered the Oath of Office. Officer Boudreau's girlfriend Brianna Casillas did his badge pinning and Officer Toomey's wife Alisha Mason did his badge pinning.

Coffee with Rob

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

Hickory House, January 11, 2023

Pit Stop, January 18, 2023

TA Express, January 25, 2023

Trailblazer Theatre Company Auditions

City Administrator Evans announced that the Trailblazer Theatre Company is holding auditions Saturday, January 21, 2023, 2:00-4:00 p.m. and Tuesday/Wednesday, January 24 & 25, 2023, 6:00-8:00 p.m. at the Cultural Event Center. Auditions are walk-in.

Chamber Banquet

City Administrator Evans announced that the Chamber Banquet is Friday, January 27, 2023, 6:00 p.m. at the Eagles Lodge.

Prowers Area Imagination Library Advocate

City Administrator Evans announced that the Prowers Area Imagination Library is looking for Advocates. There is a copy of the application included in the packet.

Project Updates

City Administrator Evans reported that the painting project for the first stage of the City Complex halls has been completed along with new signage. The final inspection on the pedestrian bridge has been completed. He is currently working on who will be doing the daily oversight on the Community Resource Center.

Miscellaneous

None

Reports and Correspondence from Council

Councilmember Bellomy reported on the Senior Center meeting. They have concerns on what changes may occur with the commodity distribution day and they wanted to make sure that everyone knew how to get a hold of them for the rent of the kitchen and

hall if needed. They can be contacted during the day at 719-336-4072 or evening Sherry Settles at 719-691-1484. Also on 1-18-2023 at 7:00 p.m., there will be a meeting with Lamar Arkansas Valley Senior Aging for their strategic planning.

Mayor Crespín and City Administrator Evans both stated that unless the County has made any changes to commodity distribution days, they will continue as they have.

PMC Update

Mayor Crespín reported that he had a meeting with Karen Bryant, CEO of PMC regarding some of the changes happening at PMC. The first quarter they are working on building more awareness of the product services and providers they have on site. They are continuing with needed upgrades to the hospital and are continuing their communication with High Plains Community Health. They are still moving forward towards opening the Labor and Delivery Department in the future. Mayor Crespín also reported that PMC continues to want to hold a collaborative event between the City and them for the public, possibly in early June.

NEW BUSINESS

Approve Addendum to Original Contract with Maggart and Sons Inc

Councilmember Crampton moved and Councilmember Duffy seconded to approve the addendum to original contract with Maggart and Sons Inc. in the amount of \$16,380.00 to complete the remainder of the building to include vestibule area, area by library and staining of 37 doors to stay consistent with the remainder of the building.

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

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

Accept and Proceed with the 2023 Department of Justice Safer Streets Grant

Councilmember Crampton moved and Councilmember Tamez seconded to approve the acceptance of the awarded 2023 Department of Justice Safer Streets Grant in the amount of \$36,000.00 to be used for lighting in the parks.

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

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

Award of Bid #42-015 – Aggregate Materials and Snow Removal

Councilmember Crampton moved and Councilmember Jenkins seconded to approve and award Bid #42-015 – Aggregate Materials and Snow Removal to All Rite Paving and Redi Mix and Brannan Sand & Gravel Co.

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

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

Consulting Service Agreement with Craig Brooks

Councilmember Duffy moved and Councilmember Jenkins seconded to approve the Consulting Service Agreement with Craig Brooks for a 6-month term expiring July 3, 2023.

Voting Yes: Jenkins, Crespin, Duffy, Tamez, Crampton
Voting No: Gonzales, Bellomy

Mayor Crespin stated "Let the record reflect a split vote with Councilmembers Gonzales and Bellomy voting no all other voted an affirmative, motion passes 5-2".

Designation of Places for Posting Notice of Meetings of the Lamar City Council

Councilmember Crampton moved and Councilmember Duffy seconded to approve the Designation of Places for Posting Notice of Meetings of the Lamar City Council and request that posting list be confirmed and updated if they no longer want posting.

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

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

Miscellaneous

Councilmember Gonzales gave condolences to the Adame family is the loss of their son.

Councilmember Duffy gave condolences to the family of Eric Melgoza with his recent passing.

Question online regarding status of Arby's. Mayor Crespin reported that the EPA testing has been fully completed and they have given the go ahead to proceed. Currently Arby's is diligently working on getting new bids for construction.

Councilmember Jenkins asked how it was going with the positions at Parks & Recreation. City Administrator Evans stated that they continue interviewing for the Director position as well as the Leagues & Programs position.

Councilmember Bellomy had several questions.

- Status of park signs
- Escondido Scoreboard
- Sidewalk Grants Update
- Speed limit coming into Lamar from the north

City Administrator Evans stated that we were waiting until the 2023 budget for the park signs and the scoreboard will be completed once the press box is finished. Do not have a completion time on press box at this time.

City Treasurer addressed the Sidewalk grant question. We just recently received the notice to proceed on the first grant and we have not heard anything on the second grant at this time. She also stated that the other grant we received notice to proceed on was for the heating and lighting at the pocket park.

City Administrator Evans stated that they can contact CDOT to see if they would put up a sign stating reduced speed ahead.

Adjournment

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

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Crampton

Voting No: None

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

The meeting adjourned at 7:47 p.m.

Linda Williams – City Clerk

Kirk Crespin – Mayor

NOTE TO COUNCIL: The below minutes were approved at the January 10, 2023 meeting.

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
December 13, 2022**

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

Present: Doug Thrall, Jay Brooke, Patrick Leonard, Clifford Boxley, Roger Stagner, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams

Absent: Kirk Crespin

Minutes of Previous Meeting – November 29, 2022

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of November 29, 2022.

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

Voting No: None

Purchase Orders #91724 through #91763

Boardmember Stagner moved and Boardmember Brooke seconded to approve purchase orders #91724 through #91763 in the amount of \$646,629.67.

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

Voting No: None

Payment of Bills

Boardmember Stagner moved and Boardmember Brooke seconded to approve payment of bills: Vouchers #52803 through #52857 for a total of \$267,548.49.

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

Voting No: None

Consider Approval of Resolution #22-12-02 A Resolution Adopting a Modification to the Charter Appropriation Adjustment Tariff

Boardmember Leonard moved and Boardmember Brooke seconded to approve Resolution #22-12-02 A Resolution Adopting a Modification to the Charter Appropriation Adjustment Tariff.

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

Voting No: None

System Operating Report

Superintendent Hourieh reported the sales of electricity through November 2022 are down approximately 0.038% when compared to the same period of time in 2021. Residential sales were up approximately 1.12%, commercial/industrial sales were down 0.29%, and irrigation sales were down approximately 1.98%. These three customer classes represent an estimated 96% of the total system sales for the year.

Superintendent Hourieh reported that the line crew has installed a 225 KVA padmount transformer at the Welcome Center. The new service will supply 480 V which will power a 4 position fast electric vehicle charging station for Charge Point. The crew completed

the construction of 600 ft., three phase, 24.9kv overhead line extension that will power a 38hp irrigation pump. The new service is located at Rd 7 and Rd LL in Prowers County. The crew also completed the lighting project at the Green Ballfield.

Superintendent Hourieh announced that the employees Christmas lunch is scheduled for Thursday, December 15, 2022 at noon.

Superintendent Hourieh reported that ARPA is continuing discussion with Guzman and a wind turbine company for a potential power purchase agreement that will re-power the wind turbines including ARPA's and also adding solar that could give 15 megawatts in Lamar and 3.4 megawatts in Springfield.

Adjournment

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

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

Voting No: None

The meeting adjourned at 12:13 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	HF/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FOR BANK ACCOUNT:1 FRONTIER BANK GREEN CHECKS - MULTI FUND									
95577		588	DANIELS CONSTRUCTION INC Pedestrian Bridge-MTFM765-013 ** PAYMENT TOTAL **	MTFM765-013 1	44,792.50 44,792.50	0.00 0.00	44,792.50 44,792.50	01/10/23	113922
95578		2057	CITY OF LAMAR-MISC PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT ** PAYMENT TOTAL **	12-31-2022 12-31-2022 2	222.39 222.39 222.39	0.00 0.00 0.00	205.07 17.32 222.39	01/10/23	113922
95579		3394	COLOGRAPHIC INC ADA Signs City Complex ** PAYMENT TOTAL **	54450 1	6,200.00 6,200.00	0.00 0.00	6,200.00 6,200.00	01/10/23	113922
95580		3411	THE GALANTE ARCHITECTURE STUDIO INC Police & Fire Facilities ** PAYMENT TOTAL **	2215.00 1	27,768.20 27,768.20	0.00 0.00	27,768.20 27,768.20	01/10/23	113922
95581		666	COMMUNITY STATE BANK HSA ACCT:4866:214:01/07/23 HSA ACCT:4866:214:01/07/23 ** PAYMENT TOTAL **	4866:510 4866:66 2	80.00 560.00 640.00	0.00 0.00 0.00	80.00 560.00 640.00	01/10/23	113936
95582		871	FIDELITY ADVISOR FUNDS POLICE PMS:4866:272:01/07/23 POLICE PEN:4866:772:01/07/23 PENSTON MN:4866:475:01/07/23 ** PAYMENT TOTAL **	4866:34 4866:35 4866:62 3	2,698.97 3,036.33 183.36 5,918.66	0.00 0.00 0.00 0.00	2,698.97 3,036.33 183.36 5,918.66	01/10/23	113936
95583		910	PEOPLES CREDIT UNION CREDITUNUN:4866:303:01/07/23 CREDITUNUN:4866:303:01/07/23 ** PAYMENT TOTAL **	4866:422 4866:484 2	200.00 124.60 324.60	0.00 0.00 0.00	200.00 124.60 324.60	01/10/23	113936
95584		960	FAMILY SUPPORT REGISTRY #16288862:4866:478:01/07/23 ** PAYMENT TOTAL **	4866:63 1	275.50 275.50	0.00 0.00	275.50 275.50	01/10/23	113936
95585		993	FAMILY SUPPORT REGISTRY #17832759:4866:519:01/07/23 ** PAYMENT TOTAL **	4866:64 1	675.93 675.93	0.00 0.00	675.93 675.93	01/10/23	113936
95586		2055	CITY OF LAMAR COLO W/H:4857:810:01/07/23 MEDICARE:4857:701:01/07/23 MEDICARE:4857:801:01/07/23 PENSION:4857:275:01/07/23 PENSION:4857:775:01/07/23 FED W/H:4866:800:01/07/23	4857:2 4857:3 4857:4 4857:5 4857:6 4866:27	26.00 13.77 13.77 75.98 85.48 9,038.60	0.00 0.00 0.00 0.00 0.00 0.00	26.00 13.77 13.77 75.98 85.48 9,038.60		

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			COLO W/H:4866:810:01/07/23	4866:28	68.00	0.00	68.00		
			COLO W/H:4866:810:01/07/23	4866:29	5,672.93	0.00	5,672.93		
			MEDICARE:4866:701:01/07/23	4866:30	2,171.23	0.00	2,171.23		
			MEDICARE:4866:801:01/07/23	4866:31	2,171.23	0.00	2,171.23		
			FED W/H:4866:800:01/07/23	4866:315	630.97	0.00	630.97		
			COLO W/H:4866:810:01/07/23	4866:316	579.00	0.00	579.00		
			MEDICARE:4866:701:01/07/23	4866:317	228.44	0.00	228.44		
			MEDICARE:4866:801:01/07/23	4866:318	228.44	0.00	228.44		
			SOC SEC BN:4866:702:01/07/23	4866:319	129.88	0.00	129.88		
			SOC SEC BN:4866:702:01/07/23	4866:32	3,521.38	0.00	3,521.38		
			SOC SEC:4866:802:01/07/23	4866:320	129.88	0.00	129.88		
			SOC SEC:4866:802:01/07/23	4866:33	3,521.38	0.00	3,521.38		
			PENSION:4866:275:01/07/23	4866:338	1,192.40	0.00	1,192.40		
			INTEGRATED:4866:288:01/07/23	4866:339	34.77	0.00	34.77		
			PENSION:4866:775:01/07/23	4866:340	1,341.46	0.00	1,341.46		
			INTEGRATED:4866:788:01/07/23	4866:341	54.08	0.00	54.08		
			FED W/H:4866:800:01/07/23	4866:368	352.49	0.00	352.49		
			COLO W/H:4866:810:01/07/23	4866:369	225.00	0.00	225.00		
			MEDICARE:4866:701:01/07/23	4866:370	94.34	0.00	94.34		
			MEDICARE:4866:801:01/07/23	4866:371	94.34	0.00	94.34		
			SOC SEC BN:4866:702:01/07/23	4866:372	77.40	0.00	77.40		
			SOC SEC:4866:802:01/07/23	4866:373	77.40	0.00	77.40		
			PENSION:4866:275:01/07/23	4866:386	459.17	0.00	459.17		
			INTEGRATED:4866:288:01/07/23	4866:387	23.88	0.00	23.88		
			PENSION:4866:775:01/07/23	4866:388	516.58	0.00	516.58		
			INTEGRATED:4866:788:01/07/23	4866:389	37.14	0.00	37.14		
			FED W/H:4866:800:01/07/23	4866:416	988.56	0.00	988.56		
			COLO W/H:4866:810:01/07/23	4866:417	615.19	0.00	615.19		
			MEDICARE:4866:701:01/07/23	4866:418	201.80	0.00	201.80		
			MEDICARE:4866:801:01/07/23	4866:419	201.80	0.00	201.80		
			SOC SEC BN:4866:702:01/07/23	4866:420	294.39	0.00	294.39		
			SOC SEC:4866:802:01/07/23	4866:421	294.39	0.00	294.39		
			PENSION:4866:275:01/07/23	4866:439	1,059.11	0.00	1,059.11		
			ABT 5457K:4866:280:01/07/23	4866:440	35.00	0.00	35.00		
			ICMA:4866:283:01/07/23	4866:441	12.95	0.00	12.95		
			INTEGRATED:4866:288:01/07/23	4866:442	90.99	0.00	90.99		
			PENSION:4866:775:01/07/23	4866:443	1,191.50	0.00	1,191.50		
			ICMA:4866:783:01/07/23	4866:444	12.95	0.00	12.95		
			INTEGRATED:4866:788:01/07/23	4866:445	141.56	0.00	141.56		
			FED W/H:4866:800:01/07/23	4866:478	1,004.03	0.00	1,004.03		

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	RP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Faid Date	Batch Number
			COLO W/H:4866:810:01/07/23	4866:479	791.24	0.00	791.24		
			MEDICARE:4866:701:01/07/23	4866:480	251.75	0.00	251.75		
			MEDICARE:4866:801:01/07/23	4866:481	251.75	0.00	251.75		
			SOC SEC BN:4866:702:01/07/23	4866:482	472.25	0.00	472.25		
			SOC SEC:4866:802:01/07/23	4866:483	472.25	0.00	472.25		
			PENSION:4866:275:01/07/23	4866:512	1,114.72	0.00	1,114.72		
			ICMA:4866:283:01/07/23	4866:513	34.52	0.00	34.52		
			INTEGRATED:4866:288:01/07/23	4866:514	149.31	0.00	149.31		
			PENSION:4866:775:01/07/23	4866:515	1,254.08	0.00	1,254.08		
			ICMA:4866:783:01/07/23	4866:516	34.52	0.00	34.52		
			INTEGRATED:4866:788:01/07/23	4866:517	232.27	0.00	232.27		
			ABT \$457K:4866:280:01/07/23	4866:519	75.00	0.00	75.00		
			ABT 457K:4866:284:01/07/23	4866:520	28.24	0.00	28.24		
			FED W/H:4866:800:01/07/23	4866:560	408.76	0.00	408.76		
			COLO W/H:4866:810:01/07/23	4866:561	367.64	0.00	367.64		
			MEDICARE:4866:701:01/07/23	4866:562	154.86	0.00	154.86		
			MEDICARE:4866:801:01/07/23	4866:563	154.86	0.00	154.86		
			SOC SEC BN:4866:702:01/07/23	4866:564	133.25	0.00	133.25		
			SOC SEC:4866:802:01/07/23	4866:565	133.25	0.00	133.25		
			PENSION:4866:275:01/07/23	4866:583	735.91	0.00	735.91		
			ABT 457K:4866:284:01/07/23	4866:584	11.94	0.00	11.94		
			INTEGRATED:4866:288:01/07/23	4866:585	37.92	0.00	37.92		
			PENSION:4866:775:01/07/23	4866:586	827.89	0.00	827.89		
			INTEGRATED:4866:788:01/07/23	4866:587	58.98	0.00	58.98		
			PENSION:4866:275:01/07/23	4866:69	4,876.59	0.00	4,876.59		
			VOL AFT %:4866:276:01/07/23	4866:70	37.17	0.00	37.17		
			VOL AFT \$:4866:277:01/07/23	4866:71	15.00	0.00	15.00		
			ABT \$457K:4866:280:01/07/23	4866:72	100.00	0.00	100.00		
			ICMA:4866:283:01/07/23	4866:73	38.83	0.00	38.83		
			ABT 457K:4866:284:01/07/23	4866:74	194.44	0.00	194.44		
			INTEGRATED:4866:288:01/07/23	4866:75	1,044.84	0.00	1,044.84		
			PENSION:4866:775:01/07/23	4866:76	5,486.12	0.00	5,486.12		
			ICMA:4866:783:01/07/23	4866:77	38.83	0.00	38.83		
			INTEGRATED:4866:788:01/07/23	4866:78	1,625.30	0.00	1,625.30		
			ABT 457K:4866:284:01/07/23	4866:79	69.51	0.00	69.51		
			** PAYMENT TOTAL **	81	60,744.82	0.00	60,744.82	01/10/23	113936
95587		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:4866:405:01/07/23	4866:507	18.15	0.00	18.15		
			UTIL BILLS:4866:405:01/07/23	4866:580	75.00	0.00	75.00		
			MISC DEDUC:4866:306:01/07/23	4866:59	25.00	0.00	25.00		

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Payment Number	BP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
			UTIL BILLS:4866:405:01/07/23	4	616.49	0.00	616.49	01/10/23	113936
			** PAYMENT TOTAL **		734.64	0.00	734.64		
95588		2323	FIRE & POLICE PENSION ASSN		321.69	0.00	321.69		
			FIRE FPPA:4866:731:01/07/23						
			POL FPPA:4866:730:01/07/23		1,190.80	0.00	1,190.80		
			FIRE FPPA:4866:731:01/07/23		335.40	0.00	335.40		
			** PAYMENT TOTAL **	3	1,847.89	0.00	1,847.89	01/10/23	113936
95589		2862	SOUTHEAST COLO FOP LODGE #30		107.50	0.00	107.50		
			PD FOP:4866:309:01/07/23						
			** PAYMENT TOTAL **	1	107.50	0.00	107.50	01/10/23	113936
95590		1	BRANNAN SAND & GRAVEL		60.09	0.00	60.09		
			22305/602027200: ACCT 22305 RE	1	60.09	0.00	60.09	01/13/23	114003
			** PAYMENT TOTAL **						
95591		2325	DIVISION OF OIL & PUBLIC SAFETY		70.00	0.00	70.00		
			AIRPORT- STORAGE TANK REG		35.00	0.00	35.00		
			EQ MAINT- STORAGE TANK REGISTR		105.00	0.00	105.00	01/16/23	114021
			** PAYMENT TOTAL **	2					
95592		362	CITY OF LAMAR - EFT ACCOUNT		190.49	0.00	190.49		
			RETURNED EFT L PRATT		190.49	0.00	190.49	01/17/23	114048
			** PAYMENT TOTAL **	1					
95593		99999	L&C LLC		18,286.10	0.00	18,286.10		
			RENT TO RENT INCENTIVE GRANT		18,286.10	0.00	18,286.10	01/17/23	114048
			** PAYMENT TOTAL **	1					
95594		2	A-1 RENTAL AND SALES INC		47.53	0.00	47.53		
			parks-plug/air filter/clean ca		116.81	0.00	116.81		
			WATER-SERVICE MATERIALS		80.96	0.00	80.96		
			STREET- PLUG/CAREUR/HOSE/REPAI		245.30	0.00	245.30	01/18/23	114086
			** PAYMENT TOTAL **	3					
95595		9	ARTS LOCK SERVICE		120.00	0.00	120.00		
			WATER/WW-TreatmentPlantKeys		120.00	0.00	120.00	01/18/23	114086
			** PAYMENT TOTAL **	1					
95596		15	LAMAR BMS		75.99	0.00	75.99		
			rec-stain sprayer		54.74	0.00	54.74		
			com bldg-paint		3.80	0.00	3.80		
			ballparks-fasteners		45.43	0.00	45.43		
			STREET - LUMBER/CONCRETE MIX		22.28	0.00	22.28		
			WATER/WW-Service Materials		9.49	0.00	9.49		
			STREET- 2X 4-12 #2 BTR HEM/FIR		29.37	0.00	29.37		
			WATER/WW-Service Materials		241.10	0.00	241.10	01/18/23	114086
			** PAYMENT TOTAL **	7					

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95597		34	DELOACHS WATER COND INC						
			PD WATER RENTAL FEE FOR 2023	1-2023-LPD	19.50	0.00	19.50		
			WATER/WW-SERVICE SOFTENER	75950	78.50	0.00	78.50		
			2022 WATER SERVICE FOR E911	76298-DISPATCH	34.00	0.00	34.00		
			2023 WATER SERVICE FOR AIRPORT	JAN-2023-AIREPT	78.00	0.00	78.00		
			** PAYMENT TOTAL **	4	210.00	0.00	210.00	01/18/23	114086
95598		57	AIRGAS USA LLC						
			AIRPORT- NITROGEN/ OXYGEN	9993984729	45.28	0.00	45.28		
			** PAYMENT TOTAL **	1	45.28	0.00	45.28	01/18/23	114086
95599		59	JOE'S WELDING						
			WATER/WW - MANHOLE REPAIR	062688	150.00	0.00	150.00		
			** PAYMENT TOTAL **	1	150.00	0.00	150.00	01/18/23	114086
95600		62	LAMAR AUTO PARTS						
			parks- battery /core deposit	668788	101.29	0.00	101.29		
			EQ MAINT- THERMOSTAT/RESERVOIR	669632	496.24	0.00	496.24		
			Coupler, DEF, Acetone Fire	669693	15.77	0.00	15.77		
			DEF Ambulance	669694	15.77	0.00	15.77		
			Coupler, DEF, Acetone Fire	669818	54.69	0.00	54.69		
			parks-handle/window handle	669850	29.23	0.00	29.23		
			Coupler, DEF, Acetone Fire	670418	21.59	0.00	21.59		
			EQ MAINT- THERMOSTAT/RESERVOIR	670677	27.93	0.00	27.93		
			EQ MAINT- THERMOSTAT/RESERVOIR	670692	171.27	0.00	171.27		
			EQ MAINT- THERMOSTAT/RESERVOIR	670763	185.12	0.00	185.12		
			EQ MAINT- THERMOSTAT/RESERVOIR	670847	10.68	0.00	10.68		
			EQ MAINT- THERMOSTAT/RESERVOIR	670892	24.04	0.00	24.04		
			EQ MAINT- THERMOSTAT/RESERVOIR	671186	12.59	0.00	12.59		
			EQ MAINT- THERMOSTAT/RESERVOIR	671291	4.99	0.00	4.99		
			PWKS- GRANDE SHOCK/TRACK BAR	671438	260.38	0.00	260.38		
			PWKS- GRANDE SHOCK/TRACK BAR	671443	20.69	0.00	20.69		
			PWKS- GRANDE SHOCK/TRACK BAR	671456	29.18	0.00	29.18		
			WATER/WW-Service Materials	671508	67.42	0.00	67.42		
			AIRPORT- CHAIN/RAD/STARTING FL	671566	252.32	0.00	252.32		
			PWKS- GRANDE SHOCK/TRACK BAR	671637	55.54	0.00	55.54		
			PWKS- GRANDE SHOCK/TRACK BAR	671941	52.98	0.00	52.98		
			PWKS- GRANDE SHOCK/TRACK BAR	672089	31.24	0.00	31.24		
			PWKS- GRANDE SHOCK/TRACK BAR	672168	138.70	0.00	138.70		
			WATER/WW-Service Materials	672289	113.50	0.00	113.50		
			PWKS- GRANDE SHOCK/TRACK BAR	672337	118.79	0.00	118.79		
			PWKS- GRANDE SHOCK/TRACK BAR	672399	61.26	0.00	61.26		
			PWKS- GRANDE SHOCK/TRACK BAR	672413	33.99	0.00	33.99		

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95601		87	PWKS- GRANDE SHOCK/TRACK BAR	672425	168.38	0.00	168.38		
			PWKS- GRANDE SHOCK/TRACK BAR	672434	48.27	0.00	48.27		
			RETURN-PLATINUM FILTER KIT	672442	64.08-	0.00	64.08-		
			PWKS- GRANDE SHOCK/TRACK BAR	672482	204.39	0.00	204.39		
			PWKS- GRANDE SHOCK/TRACK BAR	672487	1,029.49	0.00	1,029.49		
			PWKS- GRANDE SHOCK/TRACK BAR	672489	15.86	0.00	15.86		
			PWKS- GRANDE SHOCK/TRACK BAR	672497	139.76	0.00	139.76		
			PWKS- GRANDE SHOCK/TRACK BAR	672498	53.33	0.00	53.33		
			** PAYMENT TOTAL **	35	4,002.59	0.00	4,002.59	01/18/23	114086
			RANCHERS SUPPLY OF LAMAR LIC						
			WATER/WW - SERVICE MATERIALS	242114	23.24	0.00	23.24		
			STREET- ELBOW	242129	1.62	0.00	1.62		
			** PAYMENT TOTAL **	2	24.86	0.00	24.86	01/18/23	114086
95602		88	ROBINSON PRINTING INC	70908	150.00	0.00	150.00		
			Advertising-Award	70909	320.00	0.00	320.00		
			Advertising-Insert		470.00	0.00	470.00	01/18/23	114086
			** PAYMENT TOTAL **	2					
95603		91	S E COLO POWER ASSOC	DEC-2022	215.32	0.00	215.32		
			DECEMBER 2022 HOLLY TOWER	DEC/2022	2,184.34	0.00	1,497.96		
			DECEMBER 2022 BILLING	DEC/2022	2,184.34	0.00	586.55		
			DECEMBER 2022 BILLING	DEC/2022	2,184.34	0.00	99.83		
			DECEMBER 2022 BILLING		2,399.66	0.00	2,399.66	01/18/23	114086
			** PAYMENT TOTAL **	4					
95604		112	WAGNER EQUIPMENT CO	F03C0556506	268.10	0.00	268.10		
			EQ MAINT- PUELLY/BELT		268.10	0.00	268.10	01/18/23	114086
			** PAYMENT TOTAL **	1					
95605		162	PRAIRIE MOUNTAIN MEDIA	101937510	20.80	0.00	20.80		
			PUBLICATION OF ORD/PBLCHRG LIQ	101937970	175.00	0.00	175.00		
			Advertising-rec hiring	101937971	175.00	0.00	175.00		
			Advertising-building hiring	101937972	175.00	0.00	175.00		
			Advertising-parks hiring	101937973	175.00	0.00	175.00		
			Advertising-community coord	101938970	69.60	0.00	69.60		
			PUBLICATION OF ORD/PBLCHRG LIQ	101939190	175.00	0.00	175.00		
			Advertising-building official	101939192	175.00	0.00	175.00		
			Advertising-community coord	101941641	27.20	0.00	27.20		
			BID42-015 ASPHALT/CONCRETE PUB	101942607	175.00	0.00	175.00		
			Advertising-Christmas schedule	101942681	155.20	0.00	155.20		
			2022 PUBLICATION OF BILLS		28.80	0.00	28.80		
			BID 42-016 2023 ANNUAL T-SHIRT	101942952	1,526.60	0.00	1,526.60	01/18/23	114086
			** PAYMENT TOTAL **	12					

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95606		170	FASTENAL COMPANY					
			EQ MAINT- NEMESIS EYEWEAR/BUIT	COLAJS4739	101.38	0.00	101.38	114086
			** PAYMENT TOTAL **	1	101.38	0.00	101.38	01/18/23
95607		179	BIG TIMBERS VETERINARY CLINIC					
			LATE FEE	12-31-2022	0.93	0.00	0.93	
			PD SPAY & NEUTER	13112	92.00	0.00	92.00	
			PD SPAY & NEUTER	13114	92.00	0.00	92.00	
			PD SPAY & NEUTER	13170	92.00	0.00	92.00	
			PD SPAY & NEUTER	13183	184.00	0.00	184.00	
			PD SPAY & NEUTER	13199	107.00	0.00	107.00	
			PD SPAY & NEUTER	13207	50.00	0.00	50.00	
			** PAYMENT TOTAL **	7	617.93	0.00	617.93	01/18/23
95608		208	BOUND TREE MEDICAL LLC					
			I-Gel (infnt) & Ad AMB OP	84822367	411.15	0.00	411.15	114086
			** PAYMENT TOTAL **	1	411.15	0.00	411.15	01/18/23
95609		213	NKC TIRE					
			EQ MAINT- TIRES	17862	152.39	0.00	152.39	
			EQ MAINT - TIRES/REPAIRS	17910	116.88	0.00	116.88	
			EQ MAINT - TIRES/REPAIRS	17953	1,379.23	0.00	1,379.23	
			EQ MAINT - TIRES/REPAIRS	17958	74.89	0.00	74.89	
			EQ MAINT - TIRES/REPAIRS	17979	82.93	0.00	82.93	
			EQ MAINT - TIRES/REPAIRS	18004	160.66	0.00	160.66	
			EQ MAINT - TIRES/REPAIRS	18027	506.13	0.00	506.13	
			** PAYMENT TOTAL **	7	2,473.11	0.00	2,473.11	01/18/23
95610		264	PATTIES POTTIES					
			SEPTEMBER 2022 POTTY RENTALS	2444	520.00	0.00	520.00	
			SEPTEMBER 2022 POTTY RENTALS	2444	520.00	0.00	520.00	
			DECEMBER 2022 POTTY RENTALS	2502	520.00	0.00	520.00	
			DECEMBER 2022 POTTY RENTALS	2502	520.00	0.00	520.00	
			** PAYMENT TOTAL **	4	1,040.00	0.00	1,040.00	01/18/23
95611		333	DOUBLE K CAR WASH LLC					
			DECEMBER 2022 CAR WASHES	DEC-2023	243.66	0.00	243.66	
			DECEMBER 2022 CAR WASHES	DEC-2023	243.66	0.00	243.66	
			DECEMBER 2022 CAR WASHES	DEC-2023	243.66	0.00	243.66	
			** PAYMENT TOTAL **	3	243.66	0.00	243.66	01/18/23
95612		361	GALLS LLC					
			PD UNIFORM SHIRTS-BOUDREAU	023066788	203.14	0.00	203.14	114086
			** PAYMENT TOTAL **	1	203.14	0.00	203.14	01/18/23
95613		374	RON AUSTIN REPAIR SHOP					
			EQ MAINT- INTERSTATE BATTERY	15663	373.50	0.00	373.50	

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
95614		423	** PAYMENT TOTAL ** WALLACE GAS & OIL INC EQ MAINT- 55/1 PETRO SYN ATF EQ MAINT- 55/1 PETRO SYN ATF SANITATION- CHEVRON ULTRA DUTY LANDFILL- DIESEL ** PAYMENT TOTAL **	1 A27051 A27052 A32590 S41452	373.50	0.00	373.50	01/18/23	114086
95615		485	KACTUS INC PD INVEST. RENTAL FEE 2023 ** PAYMENT TOTAL **	1 JAN-2023	750.00	0.00	750.00	01/18/23	114086
95616		514	FRONT RANGE FIRE APPARATUS Decals FIRE EQ ** PAYMENT TOTAL **	1 76051	59.22	0.00	59.22	01/18/23	114086
95617		555	MACHINE SUPPLY COMPANY EQ MAINT- DISC TOOL ** PAYMENT TOTAL **	1 223181	29.00	0.00	29.00	01/18/23	114086
95618		590	MAGGART & SONS INC Paint City Complex ** PAYMENT TOTAL **	1 5674	742.98	0.00	742.98	01/18/23	114086
95619		654	MARCOS AGUILAR FLORES safety item-boots m flores ** PAYMENT TOTAL **	1 43544	41.55	0.00	41.55	01/18/23	114086
95620		750	CAMCA PD MUNI CLERK -MEMBERSHIP ** PAYMENT TOTAL **	1 43163	50.00	0.00	50.00	01/18/23	114086
95621		765	UNCC WATER/WASTEWATER-LOCATES 811 WATER/WASTEWATER-LOCATES 811 ** PAYMENT TOTAL **	2 222100858 222120792	106.60	0.00	106.60	01/18/23	114086
95622		794	JESS DOWNEY Program supplies ** PAYMENT TOTAL **	1 JD131011220	198.00	0.00	198.00	01/18/23	114086
95623		801	INTERNATIONAL ASSOC OF PD MEMBERSHIP 2023 ** PAYMENT TOTAL **	1 MZ3-32029	65.00	0.00	65.00	01/18/23	114086
95624		851	CRAIG BROOKS 1-1-23/1-7-23 INV#012306C ** PAYMENT TOTAL **	1 012306C	1,175.00	0.00	1,175.00	01/18/23	114086
95625		884	CURTIS LANE PORTER 2023 MUNICIPAL COURT JUDGE	1 JAN-2023	1,625.00	0.00	1,625.00	01/18/23	114086

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95626		895	O'REILLY AUTOMOTIVE STORES INC EQ MAINT- FAN CLUTCH EQ MAINT- FUEL FILTER ** PAYMENT TOTAL **	1 2906-185809 2906-187291	1,625.00	0.00	1,625.00	01/18/23	114086
95627		919	ALMA ROSA TREJO PD MENDING UNIFORMS PD MENDING UNIFORMS ** PAYMENT TOTAL **	2 084916 084917	328.02	0.00	328.02	01/18/23	114086
95628		940	MY WHOLESale PRODUCTS com bldg-hand soap/paper prod parks-bath tissue/trash bags com bldg supplies com bldg-bath tissue/spray bot Admin colored paper E911- CLEANER/PAPER PRODUCTS SANIT- 40X46 TM48T BLACK SUPER ** PAYMENT TOTAL **	2 356885 356920 356962 357016 357042 357052 357071	64.00	0.00	64.00	01/18/23	114086
95629		951	PROWERS ECONOMIC PROSPERITY 2023 MEMBERSHIP DUES ** PAYMENT TOTAL **	7 43127	1,036.88	0.00	1,036.88	01/18/23	114086
95630		1024	SECED INC 2023 CAPITA DUES POPULATION ** PAYMENT TOTAL **	1 43145	12,500.00	0.00	12,500.00	01/18/23	114086
95631		1054	INGRAM BOOK COMPANY books books books books ** PAYMENT TOTAL **	1 73343932 73390981 73473919 73519256	6,825.41	0.00	6,825.41	01/18/23	114086
95632		1101	DANIEL A NEUHOLD W/C Janitorial ** PAYMENT TOTAL **	1 JAN-2023	700.00	0.00	700.00	01/18/23	114086
95633		1306	HOME STORE LLC dec monthly supplies PD SHELTER MAINTENANCE ** PAYMENT TOTAL **	2 153921 154204	224.95	0.00	224.95	01/18/23	114086
95634		1389	IACP - MEMBERSHIP PD ANNUAL MEMBERSHIP ** PAYMENT TOTAL **	1 0257141	190.00	0.00	190.00	01/18/23	114086

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Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
95635		1681	SE & EC RECYCLING ASSOCIATION 2023 PER CAPITA FEES ** PAYMENT TOTAL **	4666 1	4,724.40 4,724.40	0.00 0.00	4,724.40 4,724.40	01/18/23	114086
95636		1768	PITNEY BOWES GLOBAL POSTAGE METER SUPPLIES ** PAYMENT TOTAL **	1022283003 1	489.66 489.66	0.00 0.00	489.66 489.66	01/18/23	114086
95637		1954	USA BLUE BOOK WATER- SERVICE MATERIALS ** PAYMENT TOTAL **	218424 1	289.06 289.06	0.00 0.00	289.06 289.06	01/18/23	114086
95638		2101	COLO RURAL WATER ASS'N WATER/WW-ANNUAL MEMBERSHIP ** PAYMENT TOTAL **	22448 1	450.00 450.00	0.00 0.00	450.00 450.00	01/18/23	114086
95639		2105	NEWSBANK INC Newsbank Database SGL GRANT ** PAYMENT TOTAL **	RN1051786 1	1,265.00 1,265.00	0.00 0.00	1,265.00 1,265.00	01/18/23	114086
95640		2161	CIRSA WC Deductibles Insurance 2023 PROPERTY/CASUALTY COVERAG 2023 PROPERTY/CASUALTY COVERAG 2023 PROPERTY/CASUALTY COVERAG 2023 EQUIP/MEDICAL/VAMP WC Deductibles 2023 WORKERS COMP ** PAYMENT TOTAL **	222195 222195-1 230202-1 230202-S 230202-W 230385-1 W22746-1 W23093 8	2.31 6.16 80,024.74 250.00 758.50 12,066.08 133.48 43,499.00 136,740.27	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	2.31 6.16 80,024.74 250.00 758.50 12,066.08 133.48 43,499.00 136,740.27	01/18/23	114086
95641		2252	ATMOS ENERGY JAN 2023 BILLING HICKORY JAN 2023 BILLING FIRE #2 JAN 2023 BILLING RIVERSIDE JAN 2023 BILLING CHAMBERS JAN 2023 BILLING WELCOME CENTE JAN 2023 BILLING ENG JAN 2023 BILLING PUB WKS JAN 2023 BILLING COMPLEX JAN 2023 BILLING RESOURCE CENT JAN 2023 BILLING COM BLDG ** PAYMENT TOTAL **	3014048968-1-23 3014085221-1-23 3014085490-1-23 3014085730-1-2023 3014085730-1-23 3015171304-1-23 3015171555-1-23 3015354410-1-23 3015354705-1-23 3045999954 10	2,478.16 900.71 377.82 218.50 327.76 1,307.39 1,073.17 3,536.19 898.94 4,505.34 15,623.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	2,478.16 900.71 377.82 218.50 327.76 1,307.39 1,073.17 3,536.19 898.94 4,505.34 15,623.98	01/18/23	114086
95642		2293	CHOICE SCREENING Background-fire ** PAYMENT TOTAL **	127996 1	17.50 17.50	0.00 0.00	17.50 17.50	01/18/23	114086

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Batch: 0 Period: 01/18/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
95643		2355	CENTURYLINK 2023 E911 MONTHLY SIP SESSION ** PAYMENT TOTAL **	JAN-2023 1	1,504.44 1,504.44	0.00 0.00	1,504.44 1,504.44	01/18/23	114086
95644		2438	REVIVAL ANIMAL HEALTH PD VACINE & SIRINGES ** PAYMENT TOTAL **	INV196921 1	142.37 142.37	0.00 0.00	142.37 142.37	01/18/23	114086
95645		2500	CAPITAL ONE DEF, Icemelt FIRE OP Batteries, Paint, Misc FIRE WATER/WW-OFFICE/SERVICE MATERI WATER- ICE SCRAPERS/SEWER MAT LANDFILL- DESKPAD WATER/WW-OFFICE/SERVICE MATERI DEF, Icemelt FIRE OP STREET- NO TRESPAS/KEEP OUT storytime snacks-library Batteries, Faint, Misc FIRE WATER/WW-OFFICE/SERVICE MATERI EQ MAINT - PREM VINYL supplies for polar bear bike ** PAYMENT TOTAL **	00181 00198 002368 00288 00553 00643 009863 02329 03501 09690 09937 09937-1 09980 13	37.81 58.94 90.15 15.82 5.98 37.38 46.28 10.72 29.09 56.14 17.40 13.14 24.86 443.71	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	37.81 58.94 90.15 15.82 5.98 37.38 46.28 10.72 29.09 56.14 17.40 13.14 24.86 443.71	01/18/23	114086
95646		2511	AMERICAN ENVIRONMENTAL CONSULT LANDFILL- CONSULTING ** PAYMENT TOTAL **	15901 1	105.00 105.00	0.00 0.00	105.00 105.00	01/18/23	114086
95647		2537	FERGUSON ENTERPRISES LLC WASTEWATER-PEARSON PUMP ** PAYMENT TOTAL **	1346430 1	5,153.19 5,153.19	0.00 0.00	5,153.19 5,153.19	01/18/23	114086
95648		2560	MALLORY SAFETY & SUPPLY LLC 5 Gas Repair Fire ** PAYMENT TOTAL **	5518290 1	978.34 978.34	0.00 0.00	978.34 978.34	01/18/23	114086
95649		2571	PROCOM Annual fee ** PAYMENT TOTAL **	94348 1	49.00 49.00	0.00 0.00	49.00 49.00	01/18/23	114086
95650		2669	BIG R PROPERTIES LLC parks-supplies SANIT- TIE WIRE 330FT WATER- SERVICE MATERIALS EQ MAINT - SOCKET CAP SCREW WATER/WW-SERVICE MATERIALS PARKS-LATE FEE	137595 137901 137906 137916 137920 490572	29.98 19.98 65.98 4.56 2.98 2.72	0.00 0.00 0.00 0.00 0.00 0.00	29.98 19.98 65.98 4.56 2.98 2.72		

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid	Batch Number
95651		2715	RADIO RESOURCE INC	6	126.20	0.00	126.20	114086
			** PAYMENT TOTAL **					
			RADIO RESOURCE INC					
			LANDFILL- LITHIUM BATTERIES					
			** PAYMENT TOTAL **	1	491.00	0.00	491.00	114086
			** PAYMENT TOTAL **					
			CANON FINANCIAL SERVICES INC					
			Nov/Dec copier-library					
			** PAYMENT TOTAL **	1	1,015.90	0.00	1,015.90	114086
			** PAYMENT TOTAL **					
			CHARTER COMMUNICATIONS					
			W/C Cable TV					
			** PAYMENT TOTAL **	1	92.08	0.00	92.08	114086
			** PAYMENT TOTAL **					
			TELEFLEX LLC					
			EZ IO Needles AMB OP					
			** PAYMENT TOTAL **	1	562.50	0.00	562.50	114086
			** PAYMENT TOTAL **					
			COLORADO ANALYTICAL LAB INC					
			WASTEWATER-WEEKLY SAMPLES					
			WASTEWATER-WEEKLY SAMPLES					
			WASTEWATER-WEEKLY SAMPLES					
			WASTEWATER-WEEKLY SAMPLES					
			WASTEWATER-WEEKLY SAMPLES					
			** PAYMENT TOTAL **	5	1,345.00	0.00	1,345.00	114086
			** PAYMENT TOTAL **					
			CITYSERVICEALCON LLC					
			AIRPORT- JET FUEL					
			** PAYMENT TOTAL **	1	28,040.36	0.00	28,040.36	114086
			** PAYMENT TOTAL **					
			HIGH PLAINS COMMUNITY HEALTH					
			Pre-Employment					
			Physical-M Longoria					
			** PAYMENT TOTAL **	2	164.00	0.00	164.00	114086
			** PAYMENT TOTAL **					
			AMAZON CAPITAL SERVICES INC					
			CREDIT MEMO-BLANKET					
			Wellness incentives					
			defensive mannequin					
			CREDIT MEMO-FOOD STORAGE CONT					
			Wellness					
			Wellness incentives					
			Wellness incentives					
			CREDIT MEMO-FOOD STORAGE CONT					
			Wellness incentives					
			CREDIT MEMO-BLANKET					
			LAMAR WELCOME CENTER- Lights					
			Wellness incentives					

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
95659		3372	PROMOS & DISCOUNTS	1MWC-GJV4-3LYT-CR	3.30-	0.00	3.30-		
			Wellness incentives	1Q4W-W7N-067T	714.37	0.00	714.37		
			GENERAL FUND BLANK CHECKS	1TDN-ROG6-3LKC	57.98	0.00	57.98		
			CREDIT MEMO-FOOTREST	1VL3-QCJ1-PQNI	62.64-	0.00	62.64-		
			** PAYMENT TOTAL **	16	1,593.87	0.00	1,593.87	01/18/23	114086
			NEOCERTIFIED LLC	00031833	890.00	0.00	890.00		
			ANNUAL RENEWAL-TECH		890.00	0.00	890.00	01/18/23	114086
			** PAYMENT TOTAL **						
95660		3392	PARKER MECHANICAL	56819	935.29	0.00	935.29		
			welcome center-blower repairs	56840	100.00	0.00	100.00		
			com bidg-reset ignition module	56856	1,038.34	0.00	1,038.34		
			complex-blower motor/ignition	56954	301.78	0.00	301.78		
			senior center freezer repairs		2,375.41	0.00	2,375.41	01/18/23	114086
			** PAYMENT TOTAL **	4					
95661		3394	COLOGRAPHIC INC	54508	290.00	0.00	290.00		
			2-ADA DOOR SIGNS		290.00	0.00	290.00	01/18/23	114086
			** PAYMENT TOTAL **	1					
95662		3411	THE GALANTE ARCHITECTURE STUDIO INC	2215-002	39,660.99	0.00	39,660.99		
			P&F Construction		39,660.99	0.00	39,660.99	01/18/23	114086
			** PAYMENT TOTAL **	1					
95663		3413	NOVITAS SOLUTIONS CASHIER	01-12-2023	401.60	0.00	401.60		
			REFUND OF AMB OVEREMT S AWALLA		401.60	0.00	401.60	01/18/23	114086
			** PAYMENT TOTAL **	1					
95664		3631	OVERDRIVE INC	01640C022451416	26.50	0.00	26.50		
			books		26.50	0.00	26.50	01/18/23	114086
			** PAYMENT TOTAL **	1					
95665		3650	CENTER POINT LARGE PRINT INC	1976115	2,279.52	0.00	2,279.52		
			books		2,279.52	0.00	2,279.52	01/18/23	114086
			** PAYMENT TOTAL **	1					
95666		3723	DIRECTV LLC	035101100X230114	84.51	0.00	84.51		
			2023 DIRECTV SERVICES FOR AIRP		84.51	0.00	84.51	01/18/23	114086
			** PAYMENT TOTAL **	1					
95667		3797	INTELLICHOICE INC	1232027	11,695.38	0.00	11,695.38		
			ANNUAL LICENSE AND SUPPORT		11,695.38	0.00	11,695.38	01/18/23	114086
			** PAYMENT TOTAL **	1					
95668		3832	ALBERTS WATER & WASTEWATER SPECIALISTS I	122022-137	1,863.75	0.00	1,863.75		
			WATER- ORC monthly contract		1,863.75	0.00	1,863.75	01/18/23	114086
			** PAYMENT TOTAL **	1					
95669		3882	MONSON CUMMINS & SHOHEE LLC	DEC-2022	1,837.50	0.00	1,837.50		
			WATER/WW- ATTORNEY		1,837.50	0.00	1,837.50		

City of Lamar
Payment Register Print

Batch: 0 Period: 01/18/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Faid Date	Batch Number
95670		3945	AYRES ASSOCIATES INC EPA BROWNFIELD GRANT ** PAYMENT TOTAL **	1 204694	14,058.66	0.00	14,058.66	01/18/23	114086
95671		3997	FIRST BANK CARD Ads/Office Supplies Phone Storage Ads/Office Supplies ** PAYMENT TOTAL **	3 423634 42998 71649797	415.96	0.00	415.96	01/18/23	114086
95672		4299	MOBILE RECORD SHREDDERS LLC Shredding Fee FIRE OP ** PAYMENT TOTAL **	1 118713	28.00	0.00	28.00	01/18/23	114086
95673		4398	SECOM E911-2023 INTERNET BILLING ** PAYMENT TOTAL **	1 JAN-1170-E911	180.16	0.00	180.16	01/18/23	114086
95674		4453	FLAGS USA LLC flags ** PAYMENT TOTAL **	1 105681	871.00	0.00	871.00	01/18/23	114086
95675		4456	WAXIE SANITARY SUPPLY INC COM BLDG-GLASS CLEANER ccrew , oxiver, and stride ** PAYMENT TOTAL **	2 81296454 81436502	285.99	0.00	285.99	01/18/23	114086
95676		99999	NATASHA REIFSCHEIDER REFUND OF COED VOLLEYBALL ** PAYMENT TOTAL **	1 01-17-2023	100.00	0.00	100.00	01/18/23	114086
BANK TOTALS				344.00	495,302.05	0.00	495,302.05		
PAYMENTS: 100									
VOIDS: 0									

CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator *RCB*

DATE: January 23, 2023

1. Coffee with Rob
January 18 – Pit Stop
January 25 – TA Center
2. Trailblazer Theatre Company Auditions – January 24 & 25, 6:00 p.m. – 8:00 p.m. at Cultural Events Center
3. Chamber of Commerce Banquet, Friday, January 27, 2023, 6:00 p.m. at Lamar Eagles Lodge
4. Snow Goose Festival, February 2-5, 2023
5. Guidance Input for Ordinances
6. Miscellaneous



Agenda Item No. 1

Council Date: January 23, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Appointment to Water Advisory Board

INITIATOR: Water Board

CITY ADMINISTRATOR'S REVIEW:



ACTION PROPOSED: Appoint Member to Water Advisory Board

STAFF INFORMATION SOURCE: Public Works

BACKGROUND: Currently there is a vacancy on the Water Board due to the passing of a board member. That term expires February 1, 2025.

City Council Policy and Procedure Manual requires that all vacancies on City Boards and Commissions be advertised in the local media. The position vacancy was advertised as directed. One application was received for this position. (Please refer to Attachment A).

At their regular meeting on January 12, 2023, the Water Board voted to recommend to City Council that Roy Cue be appointed to the term that will end 02/01/2025. (Please refer to Attachment B).

RECOMMENDATION: The Water Advisory Board is recommending the appointment of Roy Cue to a 5-year term on the Water Advisory Board that will expire February 1, 2025.

CITY OF LAMAR, COLORADO

PERSONAL INFORMATION FORM FOR CANDIDATE FOR BOARDS AND COMMISSIONS



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

Board or Commission: Water Board

1. Name: ROY Don Cue
(First) (Middle) (Last)

2. Present Address: 370 S. 6th St
(Street and Number)

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

3. Telephone Number: 720-891-9929 719-688-9310
(Home) (Business)

4. E-mail Address MANAGER@LAWMA.net

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

6. Occupation: General Manager

7. Education Background: Some College

8. Are there any reasons you may have a conflict of interest if you were appointed to this Board or Commission? ___ Yes X 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? _____

General Manager of LAWMA
Board member of the Lamar Canal

10. Why do you desire to serve on this Board or Commission? _____
Help the community with any water experience

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? _____
My involvement w/ water community

DATE: 1/12/23

SIGNATURE: [Signature]



City of Lamar Public Works Dept

January 23, 2023

To: Lamar City Council

RE: Appointment Recommendation to Water Board

The Lamar Water Board at their regularly scheduled meeting held January 12th, 2023 voted to recommend to City Council the appointment of Roy Cue to the Water Board to complete the 5-year term of Don Higbee ending February 2025.

Sincerely,

A handwritten signature in black ink that reads "Chris Henderson". The signature is stylized with a large "C" and "H".

Chris Henderson

Water Board Chairperson



LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Agreement Between the City of Lamar and Southeast Wellness for an Employee Wellness Program (Employee Assistance Program)

INITIATOR: Margaret Saldaña, Human Resources CITY ADMINISTRATOR'S REVIEW: RUE

ACTION PROPOSED: Approve and authorize Mayor to sign agreement

STAFF INFORMATION SOURCE: Human Resource Manager

BACKGROUND: It is noted in the Personnel Manual that the City of Lamar will provide an Employee Assistance Program (EAP) to assist employees who are having personal or substance problems.

It is recommended that the City of Lamar enter into an agreement for a sixth year with Southeast Wellness Works to provide the employee assistance program at a beginning cost of \$650 for 10 (10) sessions. The City would like to continue the program for the period of January 1, 2023 – December 31, 2023.

RECOMMENDATION: Approve and authorize the Mayor to the sign the memorandum agreement between the City of Lamar and Southeast Wellness Works.

MEMORANDUM OF AGREEMENT

Between

City of Lamar

And

Southeast Wellness Works

This Agreement is made by and between City of Lamar, hereinafter referred to as "Employer"; and Southeast Wellness Works, hereinafter referred to as "WW".

WITNESSETH THAT: The employer has entered into an Agreement with WW for the purpose of providing enhanced wellness benefits to its management and employees; and

WHEREAS, if the Employer is in need of treatment of employees' personal problems including but not necessarily limited to substance use disorder, mental health counseling, relationship counseling, and related services for its management and employees; and

WHEREAS, the provision of this treatment may be a voluntary request from the employee, or it may be employer required as a condition of employment; and

WHEREAS, the cost of training new employees is approximately one-third of that position's annual salary, and so it is more cost effective to assist employees having those personal types of issues;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

SECTION 1. SERVICES TO BE PROVIDED

WW agrees to ensure for the provision of the services described in the Statement of Work, hereto attached, and made part of this agreement, in accordance with the terms and conditions of this Agreement.

WW will ensure that all collected data from or about clients relating to the services being provided will be treated as confidential data, and disclosed only by following release of information procedures and as mandated by pertinent state and federal reporting laws. The services are offered in conjunction with HIPAA (Health Information Portability and Accountability Act). The Employer will only be notified of a specific Employee's participation in the program when mandatory attendance is a condition of continued employment.

SECTION 2. RESPONSIBILITIES OF THE EMPLOYER

The Employer shall:

- A. Provide WW with its request(s) for services listed in the Statement of Work.
- B. When applicable, assist WW by providing general information, and collaborate with WW to develop a work plan.
- C. Where necessary, partner with WW to develop applicable reports and documentation to implement the items chosen in the Statement of Work (attached).
- D. Give prompt written notice to WW, whenever it becomes necessary for any reason to modify the items listed in the Statement of Work.
- E. Provide payment in accordance with the terms of this agreement (within 30 days) as stated in Section 4, COMPENSATION.
- F. Furnish WW with the name of an individual to serve as the contact person for services provided under this agreement. This person will be referred to as the "Employee Wellness Liaison" to WW. Notify WW in a timely manner of any changes.

SECTION 3. PERIOD OF PERFORMANCE

The services to be performed under this Agreement shall commence on January 1, 2023, and shall remain in effect through December 31, 2023, inclusive of both dates.

SECTION 4. COMPENSATION

WW shall be compensated for its services according to the program option authorized by the Employer. Payment is due and payable upon receipt of invoicing. Additional units may be purchased by the Employer and will be invoiced separately.

SECTION 5. TERMINATION

The Employer and /or WW may cancel this agreement for any reason with sixty (60) days written notice.

SECTION 6. ATTACHMENTS

All attachments to this Agreement are hereby made part of this Agreement. Any changes to this Agreement and/or its attachment(s) must be in writing and approved by both parties prior to implementation.

SECTION 7. EMPLOYEE / CLIENT RESPONSIBILITIES

The Employer will advise its employees that it is the responsibility of the employee to adhere to the appointment schedule with the Wellness Works provider. A no-show will be treated as a visit. In situations where mandatory treatment has been authorized as a condition of employment, the no-shows will be reported to the Employer.

SECTION 8. INDEMNIFICATION

It is mutually agreed that each party to this agreement shall indemnify and hold harmless the other party, its officers, agents, and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of each party in the performance of this agreement.

SECTION 9. RENEWAL

This Agreement shall automatically renew for an additional twelve (12) months, unless either party gives written notice of termination pursuant to Section 5. Termination.

SECTION 10. GOVERNING LAW

This agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Exclusive jurisdiction for any action hereunder shall be in Otero County, Colorado.

SECTION 11. SEVERABILITY

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

SECTION 12. AMENDMENT

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 13. NOTICE

Any and all notices required or permitted to be given under this agreement shall be in writing and either hand delivered in person; or by private receipted courier service; or by facsimile with evidence of receipt; emailed as an attachment with receipt acknowledgement sent to the sender; or by certified or registered mail; and mailed to the parties at the addresses shown below, or to such other address as either party shall have notified the other in accordance with the provisions of this paragraph:

Employer

City of Lamar

103 E Parmenter Street

Lamar, CO 81052

Southeast Wellness Works

Paul Sedillo
Executive Director
711 Barnes Avenue
La Junta, Colorado 81050
(719) 384-5446
psedillo@shgco.org

SECTION 14. ATTACHMENTS

All attachments to this Agreement are hereby made part of this Agreement. Any changes to this Agreement and/or its attachment(s) must be in writing and approved by both parties prior to implementation.

SECTION 15. SPECIAL CERTIFICATION

The individual or officer signing this Agreement certifies by his/her signature that/she is authorized to sign this Agreement on behalf of the responsible governing authority, official, or agency.


SECTION 17. SIGNATURES

FOR THE EMPLOYER:

(Signature) (Title) (Date)

TYPED/PRINTED NAME: _____

FOR SOUTHEAST WELLNESS WORKS:

 Executive Director 01/10/2023

(Signature) (Title) (Date)

TYPED/PRINTED NAME: _____ Paul Sedillo

STATEMENT OF WORK

Employee Wellness Program

SOUTHEAST WELLNESS WORKS (WW), UNDER THE CONDITIONS LISTED IN THE ATTACHED AGREEMENT, AGREES TO PROVIDE FOR THE AVAILABILITY OF THE FOLLOWING SERVICES FOR THE EMPLOYER AND ITS EMPLOYEES, WHERE REQUESTED BY THE EMPLOYER AND AGREED TO BY BOTH THE EMPLOYER AND WELLNESS WORKS.

The Employer and WW agree to the following:

1. The Employer will purchase Employee Wellness Program (EWP) services as outlined under this SOW.
2. WW will provide counseling services for those employees (both full and part-time), their spouses, and dependent children (age 25 and under) living in the household for personal problems which may include substance use disorder, relationship issues, emotional/personal/stress concerns, domestic violence, anger management, etc. A request for these services may be voluntary or mandatory.
3. WW is willing to provide an initial thirty (30) minute group orientation regarding the program for eligible employees, supervisors, managers, and management. An electronic version of the documents will be provided for reproducible use.
4. WW will provide to the Employer's an electronic version of a quarterly statistical program that provides summary data related to number of employees accessing services, number of services provided, etc. Additional inquiries regarding the number of sessions remaining should be addressed to Paul Sedillo using the contact information noted in the agreement.
5. Individuals who participate in the "Employee Wellness Program (EWP)" would be entitled to **up to four (4) sixty minute sessions (Employer may establish internal limit as to number of EWP visits)**. The first session will require the completion of limited paperwork followed by counseling. **Any counseling visits in excess of the Employer internal limit would be considered as self-pay or would be submitted to the individual's health insurance coverage.** A client may be eligible to receive discounted services under WW's uniform ability to pay scale. If the client has Medicaid or CHP+, then any future counseling would be transferred to a Southeast Mental Health Services clinician.
6. The Employer shall be responsible for any sessions in excess of the total purchased number of units specified in this memorandum of agreement. WW will notify the Employer in as timely a manner possible when their total number of purchased services has been reached.

The Employer does have the option of purchasing additional increments of counseling services. WW may, at its sole discretion, review requests for counseling increments in units less than eight.

7. Counseling sessions do not carryover past the term of the contract.
8. Optional training is available for purchase at \$185.00 per session (60 minute presentation). Subject matter could include depression, stress management, substance use disorders, etc. A list of available training is included as part of this agreement. Trainings shall be scheduled a minimum thirty (30) days in advance, and are required to be completed by the term of the contract.
9. The Employer authorizes and acknowledges participation as noted below:

<u>Employer Wellness Program:</u>	<u>\$ 650.00</u>
<ul style="list-style-type: none">• Ten (10) counseling sessions;• One (1) orientation session for employees and/or management;• Quarterly statistical report.	

Additional options that are available include:

- Orientation sessions\$50.00 each
- Counseling sessions (increments of eight)*\$400.00 per increment
- Trainings\$185.00 each

* WW may, at its sole discretion, review requests for counseling increments in units less than eight.

Agenda Item No. 3
Council Date 1/23/23

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Rezone tract of land described as Fourth Subdivision SW ¼ Section 17, T23S, R46W

INITIATOR: Stephanie Strube CITY ADMINISTRATOR'S REVIEW: OK

ACTION PROPOSED: Approve Change of rezoning of said tract of land from O-E to R-1

STAFF INFORMATION SOURCE: Stephanie Strube: Building Official

BACKGROUND:

Planning and Zoning met on May 18, 2022 to discuss the proposed rezoning of the tract of land known as Fourth Subdivision SW ¼ Section 17, T23S, R46W. The property is approximately 5 acres in size and is located off of County Road 8.2/Memorial Drive. S&S Land & Cattle Inc. is the property owner and is requesting the zoning change for the possible development of the land into a future subdivision. The Planning and Zoning board approved the request as long as the property was annexed into the city. The property was annexed into the city March 26, 2012. (Ordinance No. 1177). See attachments.

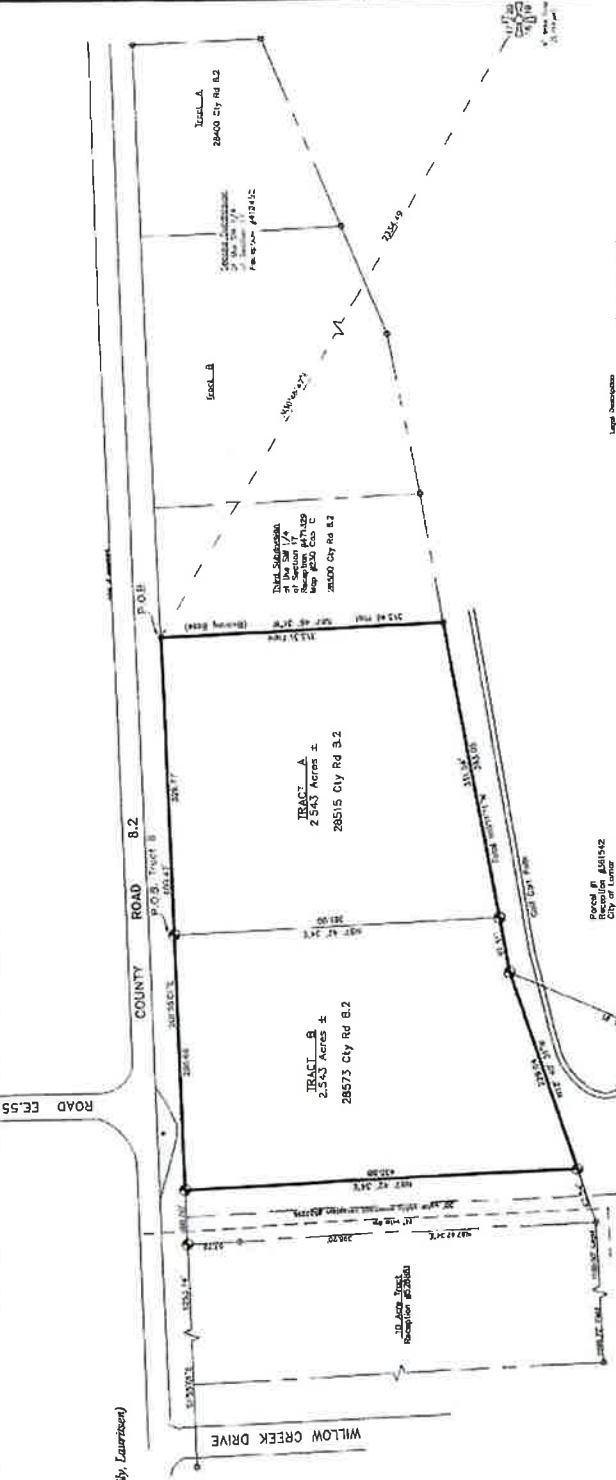
RECOMMENDATION:

Approve the rezoning of Fourth Subdivision SW ¼ Section 17, T23S, R46W from an O-E to R-1.

**FOURTH SUBDIVISION
SOUTHWEST QUARTER
SECTION 17
TOWNSHIP 23 SOUTH
RANGE 46 WEST of the 6th P.M.**
Re: Precinct County Subdivision Regulations (Beasley, Strubly, Lauritzen)



LEGEND
 O = Point of Sale
 S = Point of Sale & Three Corners
 C = Set of Four Corners
 * = Mark Station



Record # 851512
 Precinct County
 City of Lamar

Legal Description
 Tract A: Subdivision 387/A, S17, T23S, R46W
 A tract of land located in the NE1/4 of Section 17, Township 23 South, Range 46 West of the 6th P.M., Precinct County, Oklahoma, with more or less being shown.

Legal Description
 Tract B: Subdivision 387/A, S17, T23S, R46W
 A tract of land located in the NE1/4 of Section 17, Township 23 South, Range 46 West of the 6th P.M., Precinct County, Oklahoma, with more or less being shown.

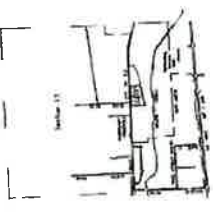
Legal Description
 Tract C: Subdivision 387/A, S17, T23S, R46W
 A tract of land located in the NE1/4 of Section 17, Township 23 South, Range 46 West of the 6th P.M., Precinct County, Oklahoma, with more or less being shown.

Beasley, Strubly, Lauritzen
 Surveyors
 1000 West 10th Street
 Oklahoma City, Oklahoma 73106

PLANNED CONSTRUCTION
 Precinct County Planning Commission
 Approved by Resolution No. _____ dated _____, 2011.

APPROVED
 City of Lamar
 Precinct County
 Planning Commission
 Approved by Resolution No. _____ dated _____, 2011.

**City of Lamar Land Surveying
 and Engineering Department**



North Arrow

529617

ORDINANCE NO. 1177

AN ORDINANCE OF THE CITY OF LAMAR, COLORADO ANNEXING PROPERTY KNOWN AS THE BOSLEY-STRAILY-LAURITSEN ANNEXATION TO THE CITY OF LAMAR COLORADO

WHEREAS, Resolution 12-02-02, finding substantial compliance with the provisions of the Municipal Annexation Act, 31-12-101, et seq., Colorado Revised Statutes, determining that the area is eligible for annexation; and,

WHEREAS, the City Council does hereby find and determines that it is in the best interests of the City to annex said area to the City.

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

Section 1. That the property described on the Exhibit attached hereto and made a part hereof by reference, be and hereby is, annexed to the City of Lamar and made a part of said City.

Section 2. That the property is hereby zoned O-E Estates.

Section 3. That the City hereby consent, pursuant to Section 37-45-136(3.6), Colorado Revised Statutes, to the inclusion of said property into the Southeastern Water Conservancy District.

INTRODUCED, READ IN FULL, AND PASSED ON FIRST READING this 12th day of March, 2012, in accordance with the City Charter.

CITY OF LAMAR, COLORADO

Roger Stagner, Mayor

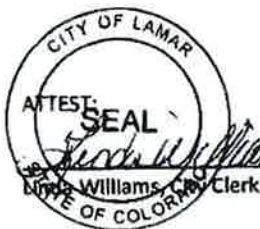
ATTEST:

Linda Williams, City Clerk

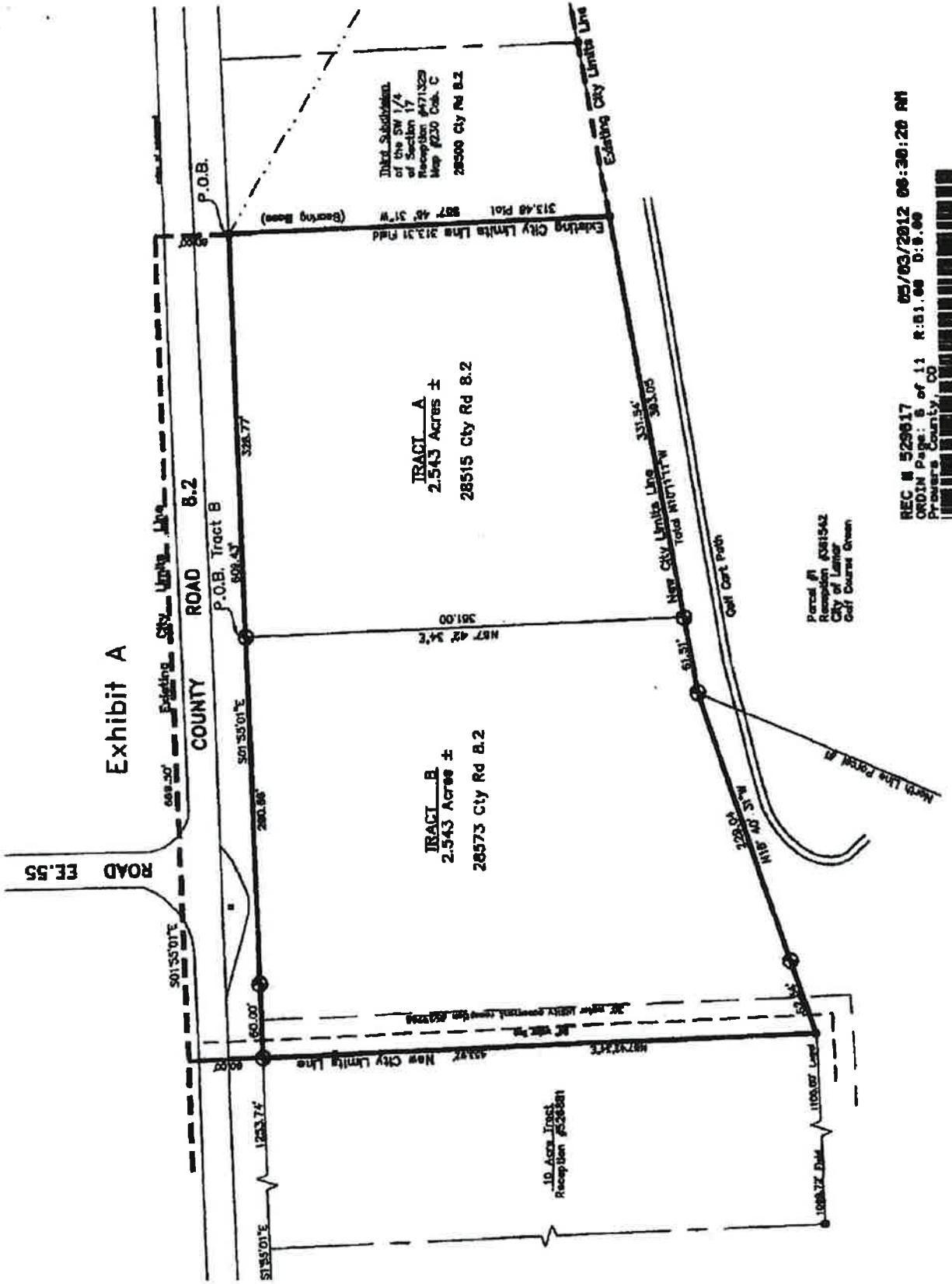
INTRODUCED, READ IN FULL, AND PASSED ON SECOND READING this 26th day of March, 2012, in accordance with the City Charter.

CITY OF LAMAR, COLORADO

Roger Stagner, Mayor



REC # 529617 05/03/2012 08:30:20 AM
ORDIN Page: 1 of 11 R:01.00 D:0.00
Prowers County, CO
[Barcode]



Agenda Item No. 4

Council Date: January 23, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: CDOT Aeronautics Grant agreement 23-LAA-02 Runway 8/26 Pavement Maintenance

INITIATOR: Patrick Mason

CITY ADMINISTRATOR'S REVIEW: CM

ACTION PROPOSED: Approve Resolution to Accept CDOT Grant agreement CDAG # 23-LAA-02

STAFF INFORMATION SOURCE: Patrick Mason / Public Works Director

BACKGROUND:

Recently the City of Lamar Staff was notified that CDOT Aeronautics had approved a Colorado Discretionary Aviation Grant (CDAG) in the amount of \$200,000 for Pavement Maintenance for the Crosswind Runway 8/26.

The project will involve patching and the application of a surface sealer to the runway in an effort to extend the life of the current asphalt.

The City of Lamar will be responsible for \$ 22,223 in local cash match.

RECOMMENDATION: Motion to Approve the Resolution for the CDOT Aeronautics Grant Agreement # 23-LAA-02 and authorize the Mayors signature.

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

FURTHER BE IT RESOLVED:

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

FURTHER:

The **City of Lamar** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

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

By: Kirk Crespin, Mayor, City of Lamar

Date: _____

ATTEST (if needed)

By: Linda Williams, City Clerk, City of Lamar

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Grant Amount State: \$200,000.00
Grantee City of Lamar	
Grant Issuance Date The Effective Date	
Grant Expiration Date June 30, 2026	Local Match Amount Local: \$22,223.00
Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
Grant Purpose Element A: Runway 8/26 Pavement Maintenance	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

DRAFT for Approval

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE City of Lamar</p> <hr/> <p style="text-align: center;">By: Kirk Crespin, Mayor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation</p> <hr/> <p style="text-align: center;">By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p style="text-align: center;">By: Department of Transportation Lori Copeland, Accounting Controller</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. PURPOSE

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

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

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit A.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

6. PAYMENTS TO GRANTEE

A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

9. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant

Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES and REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

For the State:

Kaitlyn Westendorf, Aviation Planner
CDOT-Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
kaitlyn.westendorf@state.co.us

For Grantee:

Pat Mason
City of Lamar
102 E. Parmenter
Lamar, CO 81052
pat.mason@ci.lamar.co.us

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

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

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



**Colorado Division of Aeronautics
 Discretionary Aviation Grant Application**

APPLICANT INFORMATION		
APPLICANT SPONSOR: City of Lamar	AIRPORT: Southeast Colorado Regional Airport	IDENTIFIER: LAA
PROJECT DIRECTOR: Pat Mason		
MAILING ADDRESS: 102 East Parmenter Lamar, Colorado 81052	EMAIL ADDRESS:	pat.mason@ci.lamar.co.us
	PHONE NUMBER:	(719) 688-2909

GRANT NAME AND TERMS		
23-LAA-02	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$200,000.00
Local Cash:	\$22,223.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$222,223.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Runway 8/26 Pavement Maintenance	\$200,000.00	Up to 90.00%	\$22,223.00	10.00%	\$0.00	0.00%	\$222,223.00
TOTALS	\$200,000.00		\$22,223.00		\$0.00		\$222,223.00

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

FURTHER BE IT RESOLVED:

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

FURTHER:

The **City of Lamar** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

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

By: Kirk Crespin, Mayor, City of Lamar

Date: _____

ATTEST (if needed)

By: Linda Williams, City Clerk, City of Lamar

EXHIBIT C, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

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

II. DURATION

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

III. COMPLIANCE

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

IV. AIRPORT SPONSOR GRANT ASSURANCES

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

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

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

TABLE 1

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

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Agreement Maximum Amount	Option Agreement Number Insert CMS number or Other Contract Number of this Option
Initial Funding	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
State: \$0.00	
Modifications	Current Agreement Expiration Date Month Day, Year
Option Letter 1 \$0.00	
Option Letter 2 \$0.00	
Option Letter 3 \$0.00	
Option Letter 4 \$0.00	
Modified Agreement Maximum Amount \$0.00	

1. **OPTIONS:**
Option to extend for an Extension Term and/or add additional funds
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
 - B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
 - C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director	By: _____ Department of Transportation Lori Copeland, Accounting Controller
Date: _____	Option Effective Date: _____

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Motion to Ratify Approval of 4th Amendment to Purchase Agreement between City of Lamar and RB Colorado, LLC

INITIATOR: Mayor Crespín

CITY ADMINISTRATOR'S REVIEW RCF

ACTION PROPOSED: Ratify Phone Poll Approving 4th Amendment to Purchase Agreement between City of Lamar and RB Colorado, LLC

STAFF INFORMATION SOURCE: Mayor Crespín

BACKGROUND:

RB Colorado LLC has requested and additional extension to the purchase agreement for the property at 1002 N Main St. to allow for them to continue working on building options.

Phone poll attached.

RECOMMENDATION: Approve a Motion to ratify Council's Permission Approving 4th Amendment to Purchase Agreement.

MEMORANDUM

TO: CITY COUNCIL

FROM: LINDA WILLIAMS, CITY CLERK

SUBJECT: PHONE POLL TO APPROVE 4TH AMENDMENT TO PURCHASE AGREEMENT BETWEEN CITY OF LAMAR AND RB COLORADO, LLC

DATE: 1/13/2023

The results of the phone poll asking to approve the 4th Amendment to Purchase Agreement between City of Lamar and RB Colorado, LLC.

<u>Council Member</u>	<u>Yes</u>	<u>No</u>	
Kirk Crespin	3:00 pm	_____	1-12-23
Anne-Marie Crampton	8:29 am	_____	1-13-23
Gerry Jenkins	3:04 pm	_____	1-12-23
Joe Gonzales	1:38 pm	_____	1-13-23
Mike Duffy	3:09 pm	_____	1-12-23
Manuel Tamez 11-18-2022	3:07 pm	_____	1-12-23
Mike Bellomy	3:10 pm	_____	1-12-23

Thank you.

Linda Williams, City Clerk

FOURTH AMENDMENT TO PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made as of this 11th day of January 2023 (the "Effective Date"), by and between CITY OF LAMAR, a Colorado Home Rule Municipality ("Seller"), and RB COLORADO LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase Agreement dated March 14, 2022, as subsequently amended by that certain First Amendment to Purchase Agreement dated July 11, 2022, that certain Second Amendment to Purchase Agreement dated September 12, 2022, and that certain Third Amendment to Purchase Agreement dated November 11, 2022 (collectively, the "Agreement"), pursuant to which Seller agreed to sell that certain real property and related improvements more particularly described in the Agreement, subject, however, to the terms set forth in the Agreement. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller and Buyer have agreed to, among other things, modify the Agreement to extend the Review Period.

For and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Review Period. Notwithstanding anything to the contrary set forth in Section 13(d) of the Agreement, the Review Period is hereby extended and shall expire on April 13, 2023. Buyer in its sole discretion may terminate this Agreement at any time on or before the end of the extended Review Period by giving notice to that effect to Seller, a copy of which shall be sent to the Title Company.

2. No Further Amendment. This Amendment and the Agreement of which it is a part constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control.

3. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile or "pdf" counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

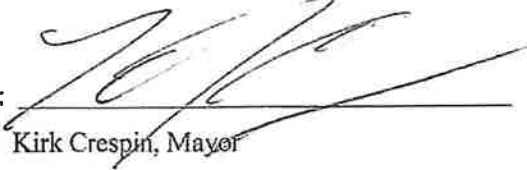
[Remainder of page is blank; signatures follow]

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the date and year first above written.

SELLER:

CITY OF LAMAR,
a Colorado Home Rule Municipality

By: _____


Kirk Crespín, Mayor

BUYER:

RB COLORAD LLC,
a Delaware limited liability company

By: _____

Patrick J. Eulberg, VP Real Estate

Agenda Item No. 6

Council Date: 01/23/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Equitable Sharing Agreement and Certification

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Council to Approve the Mayor to Sign Agreement

STAFF INFORMATION SOURCE: Kristin Schwartz and Chief Miller

BACKGROUND:

The City of Lamar is required to file an Equitable Sharing Agreement and Certification to the Department of Justice on an annual basis. This certifies the amount of equitable sharing money that was spent each year and the balance of unspent funds. The City of Lamar tracks DEA forfeiture dollars through this program. As of December 31, 2022, there was a balance of \$1,092.24 of forfeiture funds with \$0 dollars being spent in 2022.

RECOMMENDATION: Council to approve the Mayor to sign agreement and for the Treasurer to submit the form electronically through the required USDOJ portal.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CO0500100
Agency Name: Lamar Police Department
Mailing Address: 102 E Parmenter Street
 Lamar, CO 81052

Type: Police Department

Agency Finance Contact

Name: Miler, Kyle
Phone: 7193361362 **Email:** kyle.miller@ci.lamar.co.us

Jurisdiction Finance Contact

Name: Schwartz, Kristin
Phone: 7193361373 **Email:** kristin.schwartz@ci.lamar.co.us

ESAC Preparer

Name: Schwartz, Kristin
Phone: 7193361373 **Email:** kristin.schwartz@ci.lamar.co.us

FY End Date: 12/31/2022

Agency FY 2023 Budget: \$2,021,962.00

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$1,092.24	\$0.00
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$1,092.24	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$0.00	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Ronny Farmer
Company: rfarmer, llc
Phone: 719-336-7428

Email: rfarmer@farmercpas.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 938853

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Miller, Kyle
Title: Chief of Police
Email: kyle.miller@ci.lamar.co.us

Signature:  _____ Date: 01/16/23

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Crespin, Kirk
Title: Mayor
Email: kirk.crespin@ci.lamar.co.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Agenda Item No. 7

Council Date: 01/18/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: ACA Reporting Agreement for 2022 1095s with CliftonLarsenAllen, LLP

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve and Allow Mayor to Sign Agreement with CliftonLarsonAllen, LLP

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

CliftonLarsenAllen, LLP (CLA) provides the reporting services for our annual 1095s and 1094 to the IRS. We have used them since 2016 when the 1095 rule went into effect. CLA works directly with ADG, Inc, our software company, to make sure that our formatting is exactly what the IRS requires.

RECOMMENDATION: Approve the Service Agreement with CLA and Allow the Mayor to Sign Electronically



Master Services Agreement

City of Lamar
102 East Parmenter Street, Lamar, CO 81052
MSA Date: December 27, 2022

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for City of Lamar (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA,

the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Lamar anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from December 27, 2022, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Rebecca Kehr

Signing Director

612-376-4563

rebecca.kehr@claconnect.com

Response:

This MSA correctly sets forth the understanding of City of Lamar.

CLA
CLA



Rebecca Kehr, Signing Director

SIGNED 12/27/2022, 6:25:28 PM MST

Client

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____



ACA Reporting Statement of Work

Date: December 27, 2022
CLA Client ID: A307613
City of Lamar
102 East Parmenter Street, Lamar, CO 81052

Statement of Work - Annual Affordable Care Act Reporting

This document constitutes a statement of work (“SOW”) under the master service agreement (“MSA”) dated December 27, 2022, or any superseding MSA, made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and City of Lamar (“you,” “your,” or “the entity”). The purpose of this SOW is to confirm our understanding of the scope of services, responsibilities, limitations, and related terms of our engagement for the year ended December 31, 2022.

Our responsibility to you

We will provide reporting services to help satisfy your obligations under Internal Revenue Code sections 6056 and 6055 and, if applicable, state taxing authorities. Our services will include the following:

Prepare Forms 1094-C and 1095-C (“information returns”).

E-file Forms 1094-C and 1095-C with the IRS and required state taxing authorities by the applicable due dates to which the Forms 1094-C and 1095-C relate, provided we receive the requested information at least 20 days prior to the first due date.

We will prepare the entity’s information returns in accordance with the applicable income tax laws of the IRS and applicable state taxing authorities. The forms will be completed based on employee demographic and insurance premium data received from the entity.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare and complete accurate returns. We will have no obligation to prepare the returns until you have provided such information to us. Management agrees it is solely responsible for the accuracy, completeness, and reliability of the data and information that it provides to us for the engagement.

Management is also responsible for the determination of employee status, for health coverage offerings, and for providing data to us in an agreed-upon format in accordance with current laws and regulations.

Management is responsible to determine which employees and taxing authorities are required to receive the information returns. If management requires assistance in determining the recipients, we can provide guidance and suggestions which will need to be approved in writing by management.

We have no responsibility to ensure the entity's practices, systems, or reports comply with applicable laws or regulations, all of which remain your sole responsibility.

Our e-file services will include electronically transmitting Forms 1094-C and 1095-C to the federal and state taxing authorities on your behalf with written approval and authorization. (An email is acceptable documentation.)

For all nonattest services we may provide to you, including these reporting services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the returns that we prepare on your behalf.

Tax examinations

All returns and filings are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your returns and filings. Our fee for such services will be billed to you, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on your returns and filings. These items may be necessary in the event a taxing authority examines or challenges your returns or filings. These records should be kept for at least seven years. Your copy of the returns and filings should be retained indefinitely.

In preparing the returns and filings, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records, other than electronic documents, that you provide to us to prepare your returns and filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers

and files of our firm are not a substitute for your records.

Tax consulting services

This statement of work also covers tax consulting services that may arise for which you seek our consultation and advice, both written and oral, that are not the subject of a separate statement of work. These additional services are not included in our fees for the preparation of the federal and state returns and filings. Our fee for such services will be billed to you, along with any direct costs.

We will base our tax analysis and conclusions on the facts you provide to us and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Fees

Our professional fees will be billed based on the time involved and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. We may need to perform additional services, or charge additional fees, if your circumstances are complex, you are late in providing information to us, changes to the tax law occur, or other unexpected circumstances require additional time. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

If the Forms 1094-C and 1095-C require any corrections (during the electronic filing process with the IRS or state taxing authorities), we will correct, file and bill per form at the rates detailed in the fee table below.

This statement of work does not include responding to IRS notices or inquiries. If you wish for us to assist you in responding to notices, the services requested would be billed at our normal hourly rate.

Services	Fees
Information return preparation services	Base fee of \$1,800 plus a per 1095-C Form prepared and transmitted of \$2.15
*Prepare Forms 1094 and 1095 (information returns)	Included
*E-File information returns with the Internal Revenue Service (IRS)	Included
*File information returns with required state taxing authorities (if applicable)	Direct charge of \$1.40 based on count of forms transmitted

Correct and resubmit for E-filing (if applicable)

*Form 1094 \$350 per form

*Form 1095 \$50 per form

Termination of statement of work

Either party (you or CLA) may terminate this SOW at any time by giving written notice to the other party. In that event, the provisions of this SOW and the MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

CLA
CLA



Rebecca Kehr, Signing Director

SIGNED 12/27/2022, 6:35:32 PM MST

Client

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

Discuss and Take Any Necessary Action Concerning Ordinance 1233, the Keeping of Hen
ITEM TITLE: Chickens within the City Limits

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCF

ACTION PROPOSED: Discussion of Ordinance 1233

STAFF INFORMATION SOURCE: City Administrator

.....
BACKGROUND: Ordinance No. 1233, "An Ordinance of the City of Lamar, Colorado Concerning the Keeping of Hen Chickens within the City Limits", was approved on second reading on October 14, 2019. A copy is attached.

Council needs to discuss this Ordinance and discuss any necessary action to be taken to enforce it.

RECOMMENDATION: Discussion of Ordinance No. 1233 and discuss any action necessary to be taken to enforce it.

ORDINANCE NO. 1233

**AN ORDINANCE OF THE CITY OF LAMAR, COLORADO CONCERNING
THE KEEPING OF HEN CHICKENS WITHIN THE CITY LIMITS**

WHEREAS, the City of Lamar is located in a rural county with agricultural organizations for young people related to farm animal raising; and

WHEREAS, the City of Lamar wishes to promote such activities by allowing the raising of up to ten (10) Hen Chickens in residential, open estate and agricultural areas of the City of Lamar to promote these activities.

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

Sec. 4-93, Article 1 Keeping Hen Chickens.

(a) The keeping of hen chickens as livestock animals is allowed as a special exception use in the zone districts identified in Chapter 30 of this Code, as R-1, R-2, and R-3, and a use by right in zone districts A-1, E-A and O-E of the zoning code.

(b) As used in this Section, "hen chickens" is defined to mean a female chicken(s).

(c) *Permitting.* Any person seeking to keep hen chickens shall obtain a special exception use permit and pay an initial annual fee imposed by the City for the keeping of hen chickens in the amount of \$50.00 with a \$25.00 consecutive year fee. This special exception use for keeping hen chickens shall not follow the procedures set forth in Chapter 30 of the Lamar Municipal code for special exceptions, in regard to holding a hearing before the Board of Adjustments and Appeals and/or the City Council. After onsite investigation of the premises, the City Animal Control personnel may issue the special exception permit to keep hen chickens in compliance with this Code Section.

(d) *One operation per city lot or lots only.* The keeping of hen chickens may only be permitted for ten hen chickens per city lot or multiple adjoining lots under the same ownership. Properties containing more than one family dwelling or dwelling unit are not permitted to have hen chickens on the premises.

(e) *Renters of property.* Persons occupying rental property must present the written permission of the landlord to obtain a permit to keep hen chickens under this Code.

(f) *Standards.* Hen chickens must be kept in accordance with the following standards:

(1) Hen chickens may only be kept in a covered, predator-resistant chicken house constructed of materials complementary to existing structures on the lot.

(2) The chicken house must be properly ventilated and designed for easy access, cleaning and maintenance.

(3) The chicken house must have an attached outdoor enclosure area (chicken run) which, together with the chicken house, must provide a minimum of four (4) square feet per hen chicken. The combined total area of the chicken house and chicken run shall not exceed two hundred (200) square feet.

(4) The chicken house shall be a maximum of six (6) feet tall, measured to the highest point of the structure, and otherwise comply with all accessory building requirements set forth in this Code.

(5) Neither the chicken house nor chicken run shall be located less than five (5) feet from any property line.

(6) The chicken house and chicken run must be regularly maintained in a manner to control dust, odor and waste and to prevent such areas from constituting a public nuisance or health hazard.

(7) Feed for hen chickens must be secured from wildlife, pets and other animals.

(8) All manure and waste products resulting from the keeping of chickens shall be composted or regularly collected and kept in tightly covered predator-, rodent- and insect-resistant receptacles and disposed of at least once a week.

(g) *Prohibitions.* The following are expressly prohibited:

- (1) Keeping a rooster or other type of fowl other than a hen chicken;
- (2) Keeping more than ten (10) hen chickens at any residential property;
- (3) Keeping hen chickens inside any building or structure other than a chicken house;
- (4) Keeping hen chickens as a home occupation or other commercial purpose;
- (5) Breeding, selling or trading hen chickens and their offspring as a commercial enterprise; and
- (6) Slaughtering hen chickens in public view.

(h) *Revocation.* The right to keep hen chickens pursuant to this section may be revoked or suspended for any violation of the terms and provisions of this section or for any failure to adhere to any special review use permit conditions imposed by the City.

Section 6: Violations. If any provision of this Section 4-93 is violated by any person or entity, conviction for said violations shall subject the violator to the penalties set forth in Section I-21 of this Code for each day that the violations continue. Said penalties shall not preclude the City from seeking other remedies at law.

Section 7: Severability. If any section, provision or part of this Ordinance is for any reason held to be unconstitutional or invalid, the remainder of this Ordinance shall continue in full force and effect, it being the legislative intent that this Ordinance would have been adopted even if such unconstitutional or invalid matter had not been included therein. It is further declared that if any section, provision or part of the Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance and the application thereof to other persons shall not be affected thereby.

Section 8: Effective Date. This Ordinance shall become effective thirty (30) days after adoption thereof.

INTRODUCED, READ IN FULL, AND PASSED on first reading and ordered published this 23rd day of September, 2019, in accordance with the City Charter.

Public hearing set for the 14th day of October 2019 at 7:00 p.m.

CITY OF LAMAR, COLORADO

ATTEST:

ROGER STAGNER, Mayor

LINDA WILLIAMS, City Clerk

PASSED ON SECOND READING and ordered published this _____ day of _____, 2019 in accordance with the City Charter.

CITY OF LAMAR, COLORADO

ATTEST:




ROGER STAGNER, Mayor

LINDA WILLIAMS, City Clerk

FEBRUARY 2023

“Someday is not a day of the week”

Denise Brennan-Nelson

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
L&P – Light & Power CB – Community Building CR – Conference Room CEC – Cultural Event Center C – Council Chambers			1 Coffee with Rob Hickory House Friends of the Library 5:00pm at Library	2 Happy Groundhog Day!  Snow Goose Festival City Court – 6:00pm – C-CR	3 Snow Goose Festival Friends of the Library Monthly Book Sale 9 a.m. – 1 p.m.	4 Snow Goose Festival Friends of the Library Monthly Book Sale 9 a.m. – 1 p.m.
5 Snow Goose Festival	6	7	8 Bid Opening—10:00 am	9 Water Bd. 5:00pm Public Works	10 Payroll Ends	11 Payroll Ends
12	13 Council Reg. Mtg. 7:00pm-C	14  Utilities Bd. 12noon L&P	15 Coffee with Rob Daylight Donuts 7:00am Library Bd. – 5:15pm Airport Bd. – 6:00pm	16 City Court – 6:00pm – C-CR	17 Payroll Ends	18 Payroll Ends
19 	20 Recreation Board 7:00pm CB	21 Utilities Bd. 12noon L&P	22 Coffee with Rob Brew Unto Others 7:00 am	23 City Court – 6:00pm – C-CR	24 Payroll Ends	25 Payroll Ends Free Dump Weekend 8:30am – 3:30pm
26 Free Dump Weekend 12:30pm – 3:30pm	27 Council Reg. Mtg. 7:00pm-C	28 Utilities Bd.-12noon L&P				