

THERE
WILL BE A
WORK SESSION ON
MONDAY

MAY 22, 2023
BEGINNING AT

6:00 P.M.

THE REGULAR
CITY COUNCIL MEETING
WILL FOLLOW AT

7:00 P.M.

**CITY COUNCIL
WORK SESSION AGENDA**

Monday, May 22, 2023

6:00 p.m.

Item 1 – Discuss and Review Marketing Bid for an Employee Assistance Program

Item 2 – Discuss Incentive Agreements – Commercial and Residential

Item 3 - Miscellaneous

Regular Council Meeting will follow at 7:00 p.m.

Agenda Item No. 1

Council Date May 22, 2023

LAMAR CITY COUNCIL

WORK SESSION ITEM COMMENTARY

ITEM TITLE: Discuss and Review Marketing Bid for an Employee Assistance Program

INITIATOR: Margaret Saldaña/Rob Evans

CITY ADMINISTRATOR'S REVIEW: A/E

ACTION PROPOSED: Discussion

STAFF INFORMATION SOURCE: City Administrator, 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.

The City of Lamar's broker, Gallagher, has obtained bids for an Employee Assistance Program to begin January 1, 2024 to December 31, 2024. Gallagher would like to present the findings to the Council and answer any questions.

**Health Screening Estimate
Gallagher Benefit Services**



Location Lamar, CO
Event Date TBD- August/September
Times TBD - Assumes 6.5 hours
Screenings Total cholesterol, HDL, GLU, BP, HT, WT, BMI, Waist
Anticipated number screened 65
Staff 2 Screeners

Per Person cost + shipping	\$	37
Shipping and transport (estimate, billed at cost, as incurred)	\$	275
Total Estimated Costs	\$	2,670
Minimum participation required (billed at per person cost +shipping):		46

US Wellness, Inc.
 209 Perry Parkway, Suite 6
 Gaithersburg, MD 20877
 (301) 926 6099 x381

Contact: Danielle Tunnell
dtunnell@uswellness.com

BIOMETRIC SCREENING PRICING GUIDE – (Quest Only)

BIOMETRIC SCREENING

Standard On-site Biometric Screening tests include lipid panel (including total cholesterol, HDL, LDL, triglycerides, and cardiac risk ratio), glucose (blood sugar), blood pressure test, height, weight (used to calculate body mass index), and waist circumference.

\$49.95 per participant (Plus T&E)
Finger stick or venipuncture

CHEM 36

Panel of chemical tests. Includes standard screening plus: Albumin, Albumin/Globulin Ratio, Alkaline Phosphatase, ALT (SGPT), AST (SGOT), Bilirubin, BUN (blood urea nitrogen), BUN/Creatinine Ratio, Calcium, Chloride, Creatinine, Differential count, eGFR, Hematocrit, Hemoglobin Iron, LDH, LDL Cholesterol, MCH, MCHC, MCV, Phosphorus Platelet count, Potassium Red blood cell count, Red blood cell distribution, Red blood cell indices, Sodium, Total Protein, Uric acid, White blood cell count.

\$64.95 per participant (Plus T&E)
Venipuncture only

T&E Guidelines:

**Note: Estimates for T&E are provided by Quest during initial calls, when Quest engages clients regarding preliminary event planning* Travel to Events within sixty (60) miles roundtrip of a Metropolitan Statistical Area ("Metro") with population of 200,000 is included in pricing.*

Mileage fees for travel beyond sixty (60) miles roundtrip will be billed based on current IRS mileage guidelines.

If an overnight stay is required, Customer will be billed at per diem rate of \$125 (lodging) and \$40 (food) for each staff member assigned to Event.

ENHANCERS (IN ADDITION TO BIOMETRIC SCREENING COST)

LAB (Patient Service Center)

Lab-administered screening conducted at Quest Patient Service Centers (includes height, weight, blood pressure)

\$49.95 per participant
Venipuncture only

AT-HOME KIT

Self-administered screening sent to member's home.

\$49.95 per participant
(cannot purchase as a stand-alone item, must have onsite screenings)

PHYSICIAN LAB FORM (an option w/ on-site screening product)

Physician-administered screening conducted at any physician's office.

\$10.00 per participant
(for clients who have elected on-site screenings; this option available for members)

PHYSICIAN LAB FORM (as a standalone product)

Physician-administered screening conducted at any physician's office.

\$1,000 annual administrative fee +
12.95 per participant
(For clients who did not want to elect on-site screenings; this will serve as a standalone option)

CBC WITH DIFFERENTIAL (included in Chem 36 panel)

Helps to reveal problems with red blood cells and manage illnesses such as anemia.

Venipuncture (only)
\$7 per participant

HEMOGLOBIN A1C

Recommended for those with diabetes or high glucose levels

Venipuncture (only)
\$4 per participant (everyone tested)
\$11 per participant (reflex test auto ran only if glucose is 100 mg/dl or over)

PROSTATIC SPECIFIC ANTIGEN (PSA)

Blood sample to screen for prostate cancer or inflamed prostate gland. (Only men over 50 tested)

Venipuncture (only)
\$8 per participant

THYROID STIMULATING HORMONE (TSH)

Blood sample to evaluate the thyroid gland function and symptoms of hyperthyroidism or hypothyroidism.

Venipuncture (only)
\$15 per participant

10670 N. Central Expwy., Suite 700, Dallas, TX 75231 • 214-827-4400 • viverae.com

TOBACCO (NICOTINE/COTININE) TEST

Test to detect the presence of cotinine, a chemical made by the body in response to nicotine.

Swab onsite - \$26 per participant

Venipuncture on site or lab (PSC) - \$18 per participant

Privacy Screens (additional)

(must buy up not included with screenings)

\$35 per screen

Onsite Clerk

Handles registration desk, checks members in/out during onsite screening events

\$35 Per Tech/per hour – 4 hour minimum

- *LDL and Triglyceride measurements are excluded from on-site screenings in states that do not test for those results.
- *Regulatory fees may apply in certain states and are subject to change without notice

Price guide effective January 2018. 20 minimum participant onsite venipuncture events and 30 minimum participant onsite finger stick events. Fee structure subject to change.



Biometric Health Screenings

Pricing Proposal



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Introduction

Thank you for the interest in eHealthScreenings as your biometric health screening provider.

The number one objective of **all** our Team Members is to ensure the health screening process is streamlined and simplified for both clients and employees. This provides a worry-free environment that allows you to focus on other components of your overarching wellness initiatives.

We understand that the health screening experience is typically an employee's first view of their company's wellness program and one that can set the tone for the entire program. We take this to heart and have pride in our ability to provide a screening experience that exceeds all expectations.

Our Core Values



Respectful



Engaged



Courageous



Innovative



Accountable



Ethical



Quality - Focused

Included Services



EVENT PREPARATION

- ☑ Designated project management team
- ☑ Project specific planning
- ☑ Animated marketing precursor video (benefits of a biometric health screening)
- ☑ Customized marketing fliers
- ☑ Auto marketing campaigns
- ☑ Toll free customer support and scheduling line – *English & Spanish*
- ☑ Online scheduling system – **mobile optimized**
- ☑ Client/partner portal logo placement (when applicable)



SCREENING DAYS

- ☑ Event staffing – In-house Wellness Technician Team
- ☑ e.b.i.t system – www.ehealthscreenings.com/ebit
- ☑ Medical waste disposal
- ☑ Wellness station privacy screens
- ☑ Onsite participant risk stratification report with results overview (*finger stick methodology only*)



POST EVENT (PARTICIPANT)

- ☑ Individual online participant risk stratification report (My Health Profile)
- ☑ Individual online lab report – *venipuncture methodology*
- ☑ Individual online participant results dashboard report
- ☑ Send to Doctor service (electronic transmission of results to PCP)
- ☑ Animated educational videos per tested category
- ☑ Metabolic Syndrome Analysis



POST EVENT (CLIENT)

- ☑ Corporate aggregate report – Standard & Cohort versions
- ☑ Online corporate aggregate dashboard report
- ☑ Third party data transfer/export – *when applicable*
- ☑ Participant completion and project related reporting
- ☑ Participant satisfaction report



EXPENSES AND FEES (INCLUDED WITH PRICING)

- ☑ Implementation fees / site fees / setup fees
- ☑ Screening supplies & shipping expenses
- ☑ Blood processing fees

Modality Options And Pricing

Modality Options	Panel Description	Per Participant
Signature Panel (ONSITE)	Includes: Chem. 30 panel(1), CBC panel(2), HbA1c, blood pressure, height, weight, waist circumference, BMI, and metabolic syndrome analysis	\$68.00 - 40.00 <u>28.00</u>
Chemistry Panel (ONSITE)	Includes: Chem. 30 panel(1), blood pressure, height, weight, waist circumference, BMI, and metabolic syndrome analysis	\$46.00
Premium Panel (ONSITE)	Includes: Lipid panel(1), glucose, blood pressure, height, weight, BMI, waist circumference, and metabolic syndrome analysis	\$41.00

(1)Chem. 30 Panel Includes: Total cholesterol, HDL, LDL, triglycerides, glucose, total/hdl ratio, ldl/hdl ratio, estimated CHD risk, VLDL, sodium, potassium, chloride, carbon dioxide, iron, total protein, albumin, globulin, A/G ratio, calcium, phosphorus, BUN, creatinine, BUN/Creatinine ratio, alkaline phosphatase, ALT (SGPT), AST (SGOT), total bilirubin, LDH, GGT, and, uric acid

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

(3) Lipid Panel Includes: Total cholesterol, HDL, LDL, triglycerides, glucose, total/hdl ratio, ldl/hdl ratio, estimated CHD risk, VLDL

28X

Our Edge


SATISFACTION

High service reliability and unparalleled participant experience coupled with an established hallmark reputation of exceeding client expectations



SCREENING OPTIONS

We offer numerous modalities for participants to complete a screening from onsite workplace, offsite lab, direct to Physician, at home concierge screenings, and home test kits



NATIONAL COVERAGE

Serving all 50 states with our network of 3,000+ certified in-house certified Wellness Technicians, ~2,200 offsite lab clinics and a licensed Physician in each state



VALUE

eHealthScreenings prides itself on the ability to offer the most robust screening program at competitive pricing that delivers benefits of economies to scale




SUPPORT TEAM

All projects are assigned a designated project management team who will tailor events towards your population needs and manage implementation from start to finish




TECHNOLOGY

Advanced technology, system functionality and features including an award-winning tablet technology (e.b.i.t), online Participant results portal and Client facing portal



PARTNER INTEGRATION

Flexible system architecture with customization capabilities including SSO build, branding, data export, white labeling, custom reporting, custom programming and API connections



SECURITY

The highest privacy standards, continuous security training, annual HIPAA staff certifications, daily QC process, SOC 2, system audits and regular pen testing



Project Estimates – Signature Venipuncture

Expected Participants (estimate): ~178

Modality	Panel	Estimated Screening %	Estimated Screening	Price Per Screen	Estimated Cost
Onsite	Signature	35%	62	\$68.00	\$4,216.00
		35%	62		
				Estimated Screening Cost	\$4,216.00
				Estimated Travel	\$735.00
Total Estimated Project Cost					\$4,951.00

Project Estimates – Chemistry Venipuncture

Expected Participants (estimate): ~178

Modality	Panel	Estimated Screening %	Estimated Screening	Price Per Screen	Estimated Cost
Onsite	Chemistry	35%	62	\$46.00	\$2,852.00
		35%	62		
				Estimated Screening Cost	\$2,852.00
				Estimated Travel	\$735.00
				Total Estimated Project Cost	\$3,587.00

Project Estimates – Premium Venipuncture

Expected Participants (estimate): ~178

Modality	Panel	Estimated Screening %	Estimated Screening	Price Per Screen	Estimated Cost
Onsite	Premium	35%	62	\$41.00	\$2,542.00
		35%	62		
				Estimated Screening Cost	\$2,542.00
				Estimated Travel	\$735.00
Total Estimated Project Cost					\$3,277.00

Estimated Travel Analysis



Zip Code	Travel	Hotel
Lamar CO	\$195.00	\$540.00
Total	\$195.00	\$540.00
Total Estimated Travel Cost		\$735.00

Fall

OVER Children on the Health Plan

Standard Project Timeline



The Fine Print



General Terms

- Each onsite booked screening requires a screening minimum of 25 participants. Screening events with less than 25 participants can be accommodated with the caveat of a \$325.00 small site fee. An event with longer than a one-hour break (multi-shift) in between screenings will be considered a separate booked screening and subject to a 25 participant minimum.
- A 5 hour screening day per Wellness Technician is factored in with standard pricing. Requests for shortened screening event durations may be subject to additional fees at a rate of \$250.00 per extra Wellness Technician required to completed the requested number of screenings inside a shortened window.
- Screening events conducted on weekends, holidays, and before 7am or after 8pm are subject to pass through premium hours at a rate of \$25.00/hour per Wellness Technician assigned to the screening event per premium hour worked.
- All events require a check-in table team member which can either be staffed by a client resource or provided by eHealthScreenings at an additional pass-through charge of \$200.00/event.



Event Travel

- If extensive travel is required defined by a distance greater than 40 miles round trip from the starting location of the assigned Wellness Technician's, a per mileage compensation not to exceed current federal regulated guidelines will be incorporated as a pass-through expense.
- If extensive travel warrants hotel stays - hotels to be booked as a pass-through cost at reasonable/modest rates billed back to Client.
- If event locations require paid parking that is not validated, pass through parking expenses to be billed back to Client.
- Refer to travel estimate page included in the proposal (page 10).



State Specific

- Screening events conducted in Alaska or Hawaii will be billed 1.5x the standard rates.
- Booked finger stick specific screenings in the state of Nevada are subject to additional state specific fees to include a \$350.00 permit per unique project, \$80.00 per hour for state health department event oversight and a \$10.00/hour surcharge per assigned Wellness Technician.
- All additional state/county licensing fees are covered at no cost.

eHealthScreenings

A Premise Health® company



Agenda Item No. 2

Council Date: May 22, 2023

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Incentive Agreements – Commercial and Residential

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Discuss and receive guidance for incentive agreements

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Rob Evans

BACKGROUND:

In order to provide additional detail and improve clarity of responses to the public, the City staff would like to present the various incentive agreements, both commercial and residential, to the council for discussion and to receive guidance for future adjustments. The staff would like to discuss the evolution of the agreements as well as budgeting, scheduling and coordination between departments when addressing these commercial and residential incentives. The programs to be discussed will include, but not be limited to, the LRA incentive agreements, the City of Lamar agreements outside of the URA, and the prerogative to incentivize additional opportunities not covered by other programs.

RECOMMENDATION: Discuss and receive guidance for commercial and residential incentive agreements.



Incentive Process

- 1) Contact made
- 2) City staff works with principle/representative to determine how the City can help resolve issues, fill gaps.
- 3) Principle/representative provides project scope and scale, costs/quotes.
- 4) (Internally) City staff estimate costs/make decision of what to offer.
 - a. Check with department directors and treasurer for financial consequences
- 5) Negotiate final incentives with principle
- 6) Draft incentive letter
 - a. Send to principle
- 7) Draft incentive agreement and send to attorney for his additions.
- 8) Principle approval/signature
- 9) Council approval
- 10) (If URA incentives given) URA staff works with principle for compliance/payment
 - a. Sign off to Treasurer

CITY/BUSINESS ASSISTANCE

URBAN RENEWAL

(Martha)

Increase property value/eliminate blight

Ready to Rent **Façade** **Site Improvement**



Property Owner applies



Lessee/Owner applies



Owner applies

Renovation to rehab buildings

Upgrade storefront

Significant obstacles to completing upgrades inside/eliminating blight

NEW

(Admin/Mayor/CDD)

Attract new business

Requires special negotiations



Use common incentive app?

SPECIAL

(Admin/CDD/Mayor/Dept)

In-kind Assistance

Requires special negotiations

App says 1/1 match up to \$5,000



BUSINESS ASSISTANCE

The City of Lamar wants to be our business community's partner in expansion and diversification.



START THE PROCESS, FAQ'S & MORE



CONTACT:

- 719.336.1303 OR 719.336.1445
- COMMDEV@CI.LAMAR.CO.US



URBAN RENEWAL

the Lamar Redevelopment Authority can help new and existing businesses to improve properties within the district with facade, ready to rent, & general assistance



INCENTIVE PROGRAM

the City of Lamar is excited to assist new and expanding businesses with additional opportunities to make major investments in our community



IN-KIND ASSISTANCE

the Community Development Office is pleased to coordinate special assistance to businesses



READY TO RENT

Do you own a downtown establishment?
Are you working on making repairs to a vacant space to get it ready to rent?
Let the Lamar Redevelopment Authority work with you to get your space ready for tenants.

The Lamar Redevelopment Authority wants to help property owners get those vacant buildings in business! Based on the needs of property owners, 20% of costs can be paid for: flooring, paint, roof repairs, heating, cooling, façade upgrades, signage, and more.

Call Morgan Alba, Community Development Director for more information and to get your application started today!

Morgan Alba - 336-1448
morgan.becker@ci.lamar.co.us





Residential Development/Construction Assistance Information & Application

In March 2020, the Lamar City Council passed Resolution #20-03-01 to incentivize individuals and businesses to complete new residential developments within Lamar city limits. The resolution allows the City to assist developers to increase housing stock at all levels.

Where do I start? Housing developers, construction firms, architects, and/or principles must make initial contact with the City of Lamar's Building Official to introduce their plans and schedule a site visit. Other departments, i.e., Public Works, may be contacted by the Building Official to get their preliminary thoughts on the project. Most often, the Building Official will introduce project managers/owners to the Community Development Director (CDD) to assist in the completion of the Residential Development/Construction Assistance Application. The CDD will then act as a liaison between the Building Official, City Departments, City Administrator, and City Council to complete and forward a completed application to Council for consideration.

How does the application process work? Grant funds are disbursed as a credit toward City fees or on a reimbursement basis. WORK COMPLETED PRIOR TO A LETTER OF COMMITMENT IS NOT ELIGIBLE FOR FUNDING.

Application Process

1. Meet with the Community Development Office prior to submitting application.
2. Complete grant application in full. Complete application will include:
 - a. Application form
 - b. Illustrations of the proposed work or architectural drawings
 - c. Photos of the site and its relationship to adjoining sites
 - d. Contractor proposals – a qualified contractor proposal is required. At the discretion of the City, additional contractor qualifications may be requested.
 - e. All building construction plans as may be required by the Code Official, where applicable.

Return all applications to:

City of Lamar
Community Development
102 East Parmenter
Lamar, CO 81052

3. The City Administrator may invite applicants to discuss their project plans at a City Council work session/meeting.
4. The Lamar City Council will review the applications and vote on approval.
5. The applicant will be notified, in writing, if their project has been approved. The notification will outline the specified amount of the award with information on any other requirements. The applicant can then proceed with necessary permitting and construction.

If an applicant is denied, your application can be reconsidered in any possible future funding projects.

What happens after a project is selected for funding?

1. The applicant is responsible for obtaining all building permits and any other permits for the work to be done. The applicant is responsible for conformance with all applicable safety standards and conditions.
2. The applicant agrees to maintain the property and improvements.

3. Work must be substantially completed within twelve (12) months of approval. Depending on the scope of a project, extensions may be requested. The City reserves the right to cancel this agreement in the event of failure to comply with the schedule.

DRAFT

City of Lamar, Colorado

RESIDENTIAL DEVELOPMENT/CONSTRUCTION ASSISTANCE APPLICATION

Business Name _____

Contact Person _____

Business Address _____

Business Phone _____ Cell Phone _____

Email Address _____

Applicant is: ___ Individual ___ Business ___ Non-Profit ___ Other _____

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

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

ATTACHMENTS TO BE SUBMITTED:

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

1. Introductory Section – brief explanation of project scope, timetable, project principles/contractors, and other details.
2. Project Budget – total budget for project, including:
 - a. All sources of funding indicating whether funding is firm or requested/tentative;
 - b. Expenditures in detail indicating basis for estimates (include copies of contractor’s estimates); and
3. A complete business plan if proposing a new development/build project.

SUBMISSION OF ACKNOWLEDGEMENT

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

Name of Business: _____

Name and Title: _____

Signature: _____

Date: _____

DRAFT



Urban Renewal Grant Application

APPLICANT INFORMATION:

Date: _____

Property Address: _____

Business Name: _____

Business Owner: _____

Property Owner: _____

Mailing Address: _____

City, State and Zip: _____

Phone: _____ Mobile: _____

Email: _____

PROJECT INFORMATION:

Grant type: Façade & Site Improvement

Brief Description of Application Request and Project: _____

Total Project Cost \$ _____

Grant Request Amount \$ _____

Matching funds from applicant \$ _____

Funds from other sources \$ _____



List other sources and status of funding: _____

Date work to begin: _____ Estimated completion date: _____

% of Local Contractors: _____

EMPLOYMENT

Current: FTE's _____ PTE's _____

After project completion FTE's _____ PTE's _____

COMMUNITY IMPACT

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

If location has historical significance will the project preserve historical integrity of location:

ATTACHMENTS TO THIS APPLICATION

- Before picture of the property
- Sketches, illustrations or photograph of proposed work.
- Color and material type for canopy or awning, if applicable
- Paint color(s), if applicable
- Drawing or sign proof from designer for exterior signs, if applicable
- Drawing or pictures of windows and/or doors, if applicable
- Detailed project quote from a minimum of 2 contractors
- Copy of permit required



SUBMISSION OF ACKNOWLEDGEMENT

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

Name of Business: _____

Name and Title: _____

Signature: _____

Date: _____

APPLICATION FOR LAMAR REDEVELOPMENT AUTHORITY FUNDING
LAMAR REDEVELOPMENT AUTHORITY

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

Person(s) Making Request: _____

Home Address of Applicant: _____

Business Phone

Home Phone

Cell Phone

APPLICANT IS:

Individual

Business

Non-Profit

Other

REQUEST FOR:

Façade

Structural Rehab



Describe repairs to be made:

AMOUNT OF REQUEST: \$ _____

As a grant

_____ Matching funds available from applicant \$ _____

_____ Funds from other sources \$ _____
(list source(s) and status)

As a loan

_____ What maximum interest rate would be acceptable? _____ %

_____ What other loan applications have been submitted?
(list lender(s) and status of application(s)) _____

DOCUMENTATION TO BE SUBMITTED:

1. Project Description – What applicant plans to do and how applicant plans to do it?
 - a. Statement of issue/need and resulting goals/objectives;
 - b. Timetable for implementation;
 - c. Person(s) responsible for implementing/managing project (contact person);
 - d. Portion of project that can be accomplished by applicant and work that must be contracted;
 - e. Defining and measuring successful completion, both short- and long-term
 - f. Other organizations and/or funders who will be involved in or who are necessary for the successful completion of the project.

2. Project Budget –
 - a. Showing budget for project to include
 - i. All sources of confirmed and requested/tentative funding
 - ii. Expenditures in detail indicating basis for estimates (include copies of contractor’s estimates)
 - iii. A complete Business Plan if project is associated with start-up or expansion of commercial business.

3. Project Benefits –

Page addressing at least one of the following but including any or all applicable benefits that can reasonably be anticipated if project is funded as requested:

 - a. Tax Increment. Estimate increase in property assessed valuation and resulting increase in total property tax as a result of completion of project (If valuation of adjacent properties is also expected to increase, include this estimate)
 - b. City Sales Tax. Estimated increase in retail sales subject to City sales tax and resulting annual increase in City sales tax revenue as a result of completion of project
 - c. Quality of Life. Describe who will be served upon the completion of the project including estimated numbers, ages and economic status (How will this project contribute to the overall “renewal” of the community? Why is this project the best way of providing such improvements?).

PROPERTY OWNER APPROVAL OF PROJECT (if different from business owner):

Name of Property Owner _____

Address of Property Owner _____

Phone # of Property Owner _____

I approve this request for assistance for improvements to be made to my property and ensure that the improvements will be maintained should the applicant’s business default. I will not be held responsible for the payment of the note should the applicant’s business default.

Signature of Property Owner

Date

Signature of Property Owner

Date

SIGNATURE OF BUSINESS OWNERS:

Signature of Business Owner

Date

Signature of Business Owner

Date



Economic Development Incentive Application

GENERAL INFORMATION:

Date: _____

Name of Business: _____

Mailing Address: _____

Building Address: _____

City, State and Zip: _____

Phone: _____ Mobile: _____

Primary Contact: _____ Title: _____

Email: _____

FEIN Number: _____

Principal Owners and Officers:

OWNERSHIP OF LAND AND BUILDING

Name of Owner: _____

Address of Owner: _____

DESCRIPTION OF BUSINESS:

Legal Description: _____

(ATTACH MAP OF THE PROJECT, INCLUDING SITE PLANS)



General Description/Nature of Business: _____

Description of proposed building project or improvements: _____

Current Value of building /property based on appraisal or

Prowers County Assessor's valuation: _____

Estimated Capital Costs: Acquisition (Land & Building) \$ _____

Building Construction/Renovation \$ _____

Machinery & Equipment \$ _____

Other \$ _____

- SITE PLAN ATTACHED
- BUSINESS PLAN ATTACHED
- FINANCIAL/BUDGET PROJECTIONS

Estimated percentage of project development and construction dollars to be spent with Prowers County based contractors, subs and vendors.

Construction Start: _____

% of Local Contractors: _____

Estimated Completion Date: _____

Zoning Requirement: _____

Infrastructure Requirements:

Water: _____

Wastewater: _____

Streets: _____

Drainage: _____



Electric: _____
Gas: _____

EMPLOYMENT

Total number of employment for the past 12 months:

- Current FTE's _____ Current Average Annual Wage _____

Number of new FTE's to be created by type or position and an estimate of annual wages.

- New FTE's _____ Proposed Average Annual Wage _____

Description of New Positions to be Created: _____

Description of Benefits Provided to New Positions: _____

Technical Training Needs: _____

COMMUNITY IMPACT

Will the proposed business enhance the quality of life and provide social, economic or cultural benefits' to the community: _____

Will the business operation have an impact on the aesthetic environment (odor, noise, water quality, air quality) _____

If location has historical significance will the project preserve historical integrity of location: _____

Request for Incentive:

Give the dollar amount and or in-kind request for incentives with details.

NOTE: PEP shall consider all information provided by applicant to be confidential record as submitted and will not be released to public.

SUBMISSION OF ACKNOWLEDGEMENT

The information contained herein is true, complete and correct to the best of my knowledge. I certify that I have the authority to apply for the Prowers Economic Prosperity Job Creation Incentive Program on behalf of the business described herein. I understand that this information may be made for public review. By signing below, the undersigned agrees that any false statement in this record may subject the applicant to be eliminated from consideration.

Name of Business: _____

Name and Title: _____

Signature: _____

Date: _____

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL

Monday, May 22, 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 CRESPIAN _____

MIKE DUFFY _____

MANUEL TAMEZ _____

BRENT BATES _____

ROB EVANS _____

KRISTIN SCHWARTZ _____

LANCE CLARK _____

GENERAL BUSINESS

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

CONSENT AGENDA

- Item 1 - Approval of Council Meeting Minutes – 5/08/23
- Item 2 – Approval of Minutes for Board and Commissions _____
- a) Utilities Board – 4/25/23
- Item 3 – Payment of Bills _____

ORDINANCE 2ND READING

- Item 4 – Ord. No. 1261 – An Ordinance Rezoning of Tract of Land and known as Township 23 South, Range 46 West of the Sixth Principal Meridian Section 17; Tract A and B of the Fourth Subdivision of the SW1/4, According to the Recorded Plat at Reception No 528019, Except the South 20’ of Tract A from O-E to R-1

PUBLIC COMMENT

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

REPORTS AND CORRESPONDENCE

Item 1 - City Treasurer's Report

Item 2 – City Clerk's Report

Item 3 – City Administrator's Report

Item 4 – Reports and Correspondence from Council

NEW BUSINESS

Item 1 – Public Hearing for Permanent Modification of Premise for Coronicas Inc dba/Coronicas Liquor Store

A. Proof of Publication – City Clerk

B. Opening Remarks – Mayor

C. City Council Comments – City Council

D. Open to the Floor – Mayor

E. Closed to the Floor - Mayor

F. City Council Action – City Council

Item 2 – Lamar Community College Presentation by President, Dr. Rosana Reyes

Item 3 – Ports-to-Plains Update – Beverly Haggard

Item 4 – Election of Mayor Pro-Tem and Review Liaison Positions

Item 5 –Schedule a Public Hearing for a Special Event Permit for the Sand & Sage Round-Up

Item 6 – Intent to Participate in a Coordinated Election

Item 7 – Approve Amendment to Work Force Center Lease to Include Janitorial Services

Item 8 – Authorization to Apply for the Title III-B Grant for the Senior Center Operations from the Lower Arkansas Valley Area Agency on Aging

Item 9 – Approve Lease Agreement with the Aqua-holics Rentals LLC

Item 10 – Changing a Budgeted Purchase Item to a Higher Priority Need

Item 11 – Request for Extra-Territorial Water and Sewer Service - Holguin

Item 12 – Request for Extra-Territorial Water and Sewer Service - Ramos

Item 13 – Pocket Park Bids

Item 14 – Consulting Service Agreement with Warren Camp

Item 15 – Independent Contractor Agreement – James Sisneros

Item 16 – Miscellaneous

Item 17 – Executive Session – (1) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. Section 24-6-402(4)(b) and (2) For Discussion of a Personnel Matter under C.R.S. Section 24-6-402(4)(f)

NEXT CITY COUNCIL MEETING – Monday, June 12, 2023 @ 7:00 P.M Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

**CITY OF LAMAR
MINUTES OF THE CITY COUNCIL MEETING
May 8, 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, Rob Evans, Kristin Schwartz
Don Steerman online

Absent: Lance Clark

Executive Session – For Discussion of Personnel Matters under C.R.S. Section 24-6-402(4)(f) Regarding Council Vacancy

Councilmember Jenkins moved and Councilmember Tamez seconded to enter into an executive session – For Discussion of Personnel Matters under C.R.S. Section 24-6-402(4)(f) regarding Council Vacancy.

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

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

Regular meeting recessed and executive session convened at 7:05 p.m.

Councilmember Tamez moved and Councilmember Duffy seconded that executive session adjourn at 7:29 p.m. and open meeting was reconvened.

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

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

Ward I Council Vote

Councilmembers were asked to verbally state whom they choose as a Ward I Appointment, vote below.

Jay Brooke

Joe Gonzales	_____
Mike Bellomy	_____
Gerry Jenkins	_____
Kirk Crespin	_____
Mike Duffy	_____
Manuel Tamez	_____

Brent Bates

Joe Gonzales	_____
Mike Bellomy	<u> X </u>
Gerry Jenkins	<u> X </u>
Kirk Crespin	<u> X </u>
Mike Duffy	<u> X </u>
Manuel Tamez	<u> X </u>

Terry Martin

Joe Gonzales	_____
Mike Bellomy	_____
Gerry Jenkins	_____

Wiley Work

Joe Gonzales	<u> X </u>
Mike Bellomy	_____
Gerry Jenkins	_____

Kirk Crespin _____
Mike Duffy _____
Manuel Tamez _____

Kirk Crespin _____
Mike Duffy _____
Manuel Tamez _____

George Gotto

Joe Gonzales _____
Mike Bellomy _____
Gerry Jenkins _____
Kirk Crespin _____
Mike Duffy _____
Manuel Tamez _____

Shanice Davis

Joe Gonzales _____
Mike Bellomy _____
Gerry Jenkins _____
Kirk Crespin _____
Mike Duffy _____
Manuel Tamez _____

With first round of voting complete there is one (1) vote for Wiley Work and five (5) votes for Brent Bates, no other applicants received votes.

Brent Bates is appointed as Ward I Councilmember.

Oath of Office

Judge Porter administered the Oath of Office to Ward I Councilmember Brent Bates.

Consent Agenda

Councilmember Jenkins moved and Councilmember Duffy seconded to approve the consent agenda Items 1 through 4 with the addition a 2 checks added to payment of bills.

Item #1 – Approval of Regular Meeting Minutes – 4/24/23

Item #2 – Approval of Minutes for Boards and Commissions

a) Utilities Board – 4/11/23

Item #3 – Payment of Bills

General Fund-Vouchers #96359-#96465 & #96469-#96470

Item #4 – License – New and Renewals

a) Hotel & Restaurant Liquor License – Mission Villanueva, 100 Savage Ave.

b) Retail Liquor Store License – Coronica’s, 100 N. Main St.

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

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

City Treasurer Schwartz announced that she had included the 1st quarter financials in the agenda packets for everyone’s review and if there were any questions regarding the financials; none received.

City Treasurer Schwartz reported that the RFP for the Comprehensive Plan Consultant has been completed and sent out. It will be advertised on May 11, 2023 along with our website. Bids are due back by 5:00 p.m., June 13, 2023 and will be opened at 10:00 a.m. on June 14, 2023. She has shared all of this information with the County and the hope is to work together on both the City and County Plans.

City Clerk Report

City Clerk Williams reported the April revenue report reflected collections of \$458,448.24 which was up 9.44% from April 2022 or \$39,531.38. Year to Date collections were \$1,752,924.37 which was up 7.55% or \$123,009.64 from 2022.

City Administrator Report

Prowers Medical Center Health Fair

City Administrator Evans announced that the Prowers Medical Center Health Fair is Wednesday, May 10th & 17th – 7:00-9:00 a.m.

Wild West BBQ Cook-off

City Administrator Evans reported that the Wild West BBQ Cook-Off is May 12-13, 2023 at Willow Creek Park.

Mother's Day

City Administrator Evans announced that Mother's Day is Sunday, May 14, 2023.

Coffee with Rob

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

- May 17th – TA Travel Center
- May 24th – Daylight Donuts
- May 31st – Brew Unto Others

Lamar Days Activities

- Lamar Days BBQ – Friday, May 19, 2023, 11:00 a.m. – 2:00 p.m. at Chamber of Commerce
- Lamar Days Rod Run – Friday, May 19, 2023, 6:00 p.m. begins at Sonic
- Lamar Days Car Show – Saturday, May 20, 2023, 8:00 a.m. to 4:00 p.m., Willow Creek Park
- Lamar Days Parade – Saturday, May 20, 2023, 10:00 a.m.
- Lamar Rotary Club Ducky Dash, Saturday, May 20, 2023, 12:30 p.m., Willow Creek Park

Project Update

City Administrator Evans reported on the following projects:

- New speed limit sign on the north side of the bridge coming into Lamar showing reduced speed.
- Scoreboard booth and scoreboards have been completed at Escondido Park.
- Cemeteries are preparing for Memorial weekend.

Miscellaneous

City Administrator Evans gave a brief update on the following:

- Community Development Director hired but still looking for a Parks & Recreation Director. He also stated that the recent positions have been filled by local citizens.
- Youth Fishing Day was a great success.
- Las Brisas event went well and there were no issues.

Councilmember Jenkins wanted to give a thank you to everyone that helped with the Employee Appreciation luncheon, great event.

Reports and Correspondence from Council

None

NEW BUSINESS

Proclamation No. 23-04 – “A Proclamation Declaring the Week of May 6-12, 2023 as National Nurses Week”

Prowers Medical Center CEO, Karen Bryant talked about Nurses week coinciding with Hospital week and what PMC was doing throughout the week for their employees.

- Colorado Drink Company provided drinks to all employees today
- GN Bank provided cookies for all employees today
- Family Appreciation Night and dueling pianos on Tuesday evening
- Popcorn Party on Wednesday
- Ice Cream Social on Thursday

Councilmember Bates moved and Councilmember Duffy seconded to approve Proclamation No. 23-04 – “A Proclamation Declaring the Week of May 6-12, 2023 as National Nurses Week”

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

Voting No: None

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

Councilmember Jenkins asked that we also recognize Karla Work as well for her years of service in nursing.

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

Councilmember Jenkins moved and Councilmember Gonzales seconded to approve the scheduling of public hearing for permanent Modification of Premises for Coronicas Inc dba/Coronicas Liquor Store on May 22, 2023.

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

Voting No: None

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

Approve Facility Use Agreement with Lamar Junior Babe Ruth League for Use of Lamar Sports Complex

Councilmember Tamez moved and Councilmember Duffy seconded to approve Facility Use Agreement with Lamar Junior Babe Ruth League for Use of Lamar Sports Complex.

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

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

Approve Facility Use Agreement with Lamar Girls Babe Ruth Softball Association for Use of Lamar Sports Complex

Councilmember Duffy moved and Councilmember Gonzales seconded to approve Facility Use Agreement with Lamar Girls Babe Ruth Softball Association for Use of Lamar Sports Complex.

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

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

Land Purchase Agreement with Joe Zavala

Councilmember Tamez moved and Councilmember Duffy seconded to approve the land purchase agreement between City of Lamar and Joe Zavala for land next to Escondido Park in the amount of \$20,000.00 through the Lamar Building Finance fund and to allow payment out of normal cycle payments.

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

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

"An Ordinance of the City of Lamar, Colorado Rezoning Township 23 South Range 46 West of the Sixth Principal Meridian Section 17: Tract A&B of the Fourth Subdivision of the SW ¼, According to the Recorded Plat at the Reception No. 528019 Except the South 20' of Tract A"

Councilmember Jenkins moved and Councilmember Bates seconded to approve "An Ordinance of the City of Lamar, Colorado Rezoning Township 23 South Range 46 West of the Sixth Principal Meridian Section 17: Tract A&B of the Fourth Subdivision of the SW ¼, According to the Recorded Plat at the Reception No. 528019 Except the South 20' of Tract A".

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

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

Miscellaneous

None

Executive Session – To Discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or other Property Interest under C.R.S. Section 24-6-402(4)(a)

Councilmember Duffy moved and Councilmember Gonzales seconded to enter into an executive session – To Discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or other Property Interest under C.R.S. Section 24-6-402(4)(a).

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

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

Regular meeting recessed and executive session convened at 8:14 p.m.

Councilmember Tamez moved and Councilmember Duffy seconded that executive session adjourn at 8:48 p.m. and open meeting was reconvened.

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

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

Adjournment

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

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

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

The meeting adjourned at 8:49 p.m.

Linda Williams – City Clerk

Kirk Crespin – Mayor

NOTE TO COUNCIL: The below minutes were approved at the May 9, 2023 meeting.

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
April 25, 2023**

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

Present: Jay Brooke, Doug Thrall, Patrick Leonard, Clifford Boxley, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams
Roger Stagner arrived at 12:09 p.m.

Absent: Kirk Crespin

Minutes of Previous Meeting – April 11, 2023

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of April 11, 2023.

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

Purchase Orders #92078 through #92107

Boardmember Brooke moved and Boardmember Leonard seconded to approve purchase orders #92078 through #92107 in the amount of \$71,556.35.

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

Payment of Bills

Boardmember Leonard moved and Boardmember Brooke seconded to approve payment of bills: Vouchers #53251 through #53288 for a total of \$735,642.72.

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

Consider Approval of Bid #2026 – Wooden Poles

Boardmember Leonard moved and Boardmember Brooke seconded to approve and award Bid #2026 – Wooden Poles to Stella Jones Corp. in the amount of \$58,543.00.

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

Boardmember Stagner arrived

2023 First Quarter Financial Statement

Superintendent Hourieh reviewed the 2023 First Quarter Financial Statement which included the following:

Balance Sheet – Cash is down \$203,531.00 from December 2022 and accounts receivable has decreased by \$165,255.00.

Income Statement – Total operating revenue is \$1,005,183.00 with total operating costs being \$894,371.00 for a gross operating income of \$110,812.00.

Adding in non-operating revenues and expenses brings the net income to \$24,832.00.

YTD Income Statement – YTD operating revenue is \$3,302,156.00 and total operating costs are \$2,766,616.00 resulting in gross operating income of \$535,539.00. Adding in non-operating revenues and expenses, there is a net loss of \$6,096.00.

YTD Comparison to 2022 – Retail sales are up \$201,142.00 or 6%. However, operating expenses are down approximately \$9,128.00 or less than 1% resulting in a net loss of \$6,096.00 for the year.

System Operating Report

Superintendent Hourieh reported that the wind turbine data for the first quarter of 2023 indicates that the three turbines have generated 3020.37 MWH's of electricity with an average capacity factor of 30.03%. The wind turbine analysis showed that the 2023 first quarter generation is approximately 4.98% higher than the same time frame in 2022, and the capacity factor was approximately 1.49% higher than the same period in 2022. The increase in wind production is contributed to more wind in 2023.

Superintendent Hourieh reported that with Renew Energy on site, the wind turbine crew completed the gearbox oil flush and replacement on all 5 turbines. The Crew started the semi-annual maintenance and inspection program on all turbines per GE's guidelines.

Superintendent Hourieh reported that the 2023 LUB/ARPA Scholarship deadline has arrived. This year a total of 8 completed applications were received for the combined \$1,400.00 scholarship. There were 3 received from Lamar, 3 from McClave, and 2 from Wiley. Superintendent Hourieh stated that Boardmembers Leonard and Brooke will be assisting Lisa Denman and Rory O'Neill in the selection process. The selection committee will be given the applications without any identifying information on the application. This anonymous process will allow the students to be judged solely on their academic achievements and community support.

Superintendent Hourieh announced that the fire on 4-18-23 in the area of the 69kv line burnt 2 structures. Both will be stubbed as they received some damage but were not destroyed.

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

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

Voting No: None

The meeting adjourned at 12:18 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman

City of Lamar
Payment Register Print

Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
FRONTIER BANK									
FOR BANK ACCOUNT:1									
96466		2073	FRONTIER BANK						
			RETURNED CHECK SONIC INC	5-4-2023	5.66	0.00	5.66	05/04/23	115958
			** PAYMENT TOTAL **	1	5.66	0.00	5.66		
96467		2709	COUNTY HEALTH POOL						
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	13,070.06		
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	9,503.93		
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	6,168.21		
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	4,590.08		
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	11,451.89		
			MAY 2023 CHP	MAY-2023	155,608.43	0.00	70,628.73		
			** PAYMENT TOTAL **	6	115,412.90	0.00	115,412.90	05/05/23	115975
96468		3021	LINCOLN NAT'L LIFE INSURANCE						
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	49.87		
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	38.00		
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	101.59		
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	729.25		
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	103.99		
			MAY 2023 LINCOLN LIFE	MAY-2023-LIFE	1,370.88	0.00	76.00		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	151.05		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	122.77		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	90.06		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	58.15		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	139.35		
			MAY 2023 LINCOLN LTD	MAY-2023-LTD	1,903.20	0.00	1,341.82		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	84.23		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	54.44		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	132.64		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	1,220.90		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	147.43		
			MAY 2023 LINCOLN STD	MAY-2023-STD	1,754.56	0.00	114.92		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	82.77		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	425.32		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	981.98		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	298.69		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	54.75		
			MAY 2023 LINCOLN VOL LIFE	MAY-2023-VLIFE	2,070.76	0.00	9.25		
			** PAYMENT TOTAL **	24	6,609.22	0.00	6,609.22	05/05/23	115975
96469		245	TRI COUNTY FORD INC						
			WA- 2023 FORD TRUCK F 150 SERI	431250	48,249.00	0.00	48,249.00		

City of Lamar
Payment Register Print

Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Paid Pay Date	Batch Number
96470		2450	** PAYMENT TOTAL ** WEX BANK	1	48,249.00	0.00	48,249.00 05/08/23	116014
			EQ MAINT- FUEL CHARGES					
			** PAYMENT TOTAL **	1	9,687.49	0.00	9,687.49 05/08/23	116014
96471		226	AFLAC PREMIUM HOLDING					
			APRIL 2023 AFLAC & AFLAC CAIC		2,940.52	0.00	2,940.52	
			APRIL 2023 AFLAC & AFLAC CAIC		2,940.52	0.00	2,940.52	
			APRIL 2023 AFLAC & AFLAC CAIC		2,940.52	0.00	2,940.52	
			APRIL 2023 AFLAC & AFLAC CAIC		2,940.52	0.00	2,940.52	
			** PAYMENT TOTAL **	5	2,444.35	0.00	2,444.35 05/09/23	116018
96472		362	CITY OF LAMAR - EFT ACCOUNT					
			RETURNED EFT R HARRIS		64.72	0.00	64.72	
			** PAYMENT TOTAL **	1	64.72	0.00	64.72 05/09/23	116020
96473		1003	WOODEN ROSE					
			2023 BID FLOWER/MAINT MAIN STR		8,757.00	0.00	8,757.00	
			** PAYMENT TOTAL **	1	8,757.00	0.00	8,757.00 05/10/23	116041
96474		1	RUS ANDERSON					
			2929/612124840: ACCT 2929 REFU		159.45	0.00	159.45	
			2929/612124840: ACCT 2929 REFU		159.45	0.00	159.45	
			** PAYMENT TOTAL **	2	159.45	0.00	159.45 05/12/23	116075
96475		1	MAGDALENA CASTRO RIVERA					
			22088/603030910: ACCT 22088 RE		119.11	0.00	119.11	
			** PAYMENT TOTAL **	1	34.70	0.00	34.70 05/12/23	116075
96476		1	ALYSSA M D BUMANN					
			22496/612120160: ACCT 22496 RE		144.46	0.00	144.46	
			** PAYMENT TOTAL **	1	47.97	0.00	47.97 05/12/23	116075
96477		666	COMMUNITY STATE BANK					
			HSA ACCT:4912:214:05/13/23		80.00	0.00	80.00	
			HSA ACCT:4912:214:05/13/23		660.00	0.00	660.00	
			** PAYMENT TOTAL **	2	740.00	0.00	740.00 05/16/23	116126
96478		871	FIDELITY ADVISOR FUNDS					
			POLICE PMS:4912:272:05/13/23		2,874.74	0.00	2,874.74	
			POLICE PEN:4912:772:05/13/23		3,234.08	0.00	3,234.08	
			PENSION MN:4912:475:05/13/23		66.75	0.00	66.75	
			** PAYMENT TOTAL **	3	6,175.57	0.00	6,175.57 05/16/23	116126
96479		910	PEOPLES CREDIT UNION					
			CREDITUNUN:4912:303:05/13/23		200.00	0.00	200.00	
			CREDITUNUN:4912:303:05/13/23		124.60	0.00	124.60	
			** PAYMENT TOTAL **	2	324.60	0.00	324.60 05/16/23	116126

City of Lamar
Payment Register Print

Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			PENSION:4912:275:05/13/23	4912:298	1,201.25	0.00	1,201.25		
			ABT \$457K:4912:280:05/13/23	4912:299	35.00	0.00	35.00		
			COLO W/H:4912:810:05/13/23	4912:30	70.00	0.00	70.00		
			ICMA:4912:283:05/13/23	4912:300	13.36	0.00	13.36		
			INTEGRATED:4912:288:05/13/23	4912:301	109.98	0.00	109.98		
			PENSION:4912:775:05/13/23	4912:302	1,351.41	0.00	1,351.41		
			ICMA:4912:783:05/13/23	4912:303	13.36	0.00	13.36		
			INTEGRATED:4912:788:05/13/23	4912:304	171.09	0.00	171.09		
			COLO W/H:4912:810:05/13/23	4912:31	6,255.08	0.00	6,255.08		
			MEDICARE:4912:701:05/13/23	4912:32	2,375.05	0.00	2,375.05		
			MEDICARE:4912:801:05/13/23	4912:33	2,375.05	0.00	2,375.05		
			FED W/H:4912:800:05/13/23	4912:331	1,447.33	0.00	1,447.33		
			COLO W/H:4912:810:05/13/23	4912:332	909.46	0.00	909.46		
			MEDICARE:4912:701:05/13/23	4912:333	289.66	0.00	289.66		
			MEDICARE:4912:801:05/13/23	4912:334	289.66	0.00	289.66		
			SOC SEC BN:4912:702:05/13/23	4912:335	682.99	0.00	682.99		
			SOC SEC:4912:802:05/13/23	4912:336	682.99	0.00	682.99		
			SOC SEC BN:4912:702:05/13/23	4912:34	4,188.47	0.00	4,188.47		
			SOC SEC:4912:802:05/13/23	4912:35	4,188.47	0.00	4,188.47		
			PENSION:4912:275:05/13/23	4912:353	1,099.23	0.00	1,099.23		
			ICMA:4912:283:05/13/23	4912:354	35.62	0.00	35.62		
			INTEGRATED:4912:288:05/13/23	4912:355	213.71	0.00	213.71		
			PENSION:4912:775:05/13/23	4912:356	1,236.64	0.00	1,236.64		
			ICMA:4912:783:05/13/23	4912:357	35.62	0.00	35.62		
			INTEGRATED:4912:788:05/13/23	4912:358	332.43	0.00	332.43		
			ABT \$457K:4912:280:05/13/23	4912:360	75.00	0.00	75.00		
			ABT 457K%:4912:284:05/13/23	4912:361	63.39	0.00	63.39		
			FED W/H:4912:800:05/13/23	4912:385	827.97	0.00	827.97		
			COLO W/H:4912:810:05/13/23	4912:386	479.65	0.00	479.65		
			MEDICARE:4912:701:05/13/23	4912:387	191.73	0.00	191.73		
			MEDICARE:4912:801:05/13/23	4912:388	191.73	0.00	191.73		
			SOC SEC BN:4912:702:05/13/23	4912:389	148.86	0.00	148.86		
			SOC SEC:4912:802:05/13/23	4912:390	148.86	0.00	148.86		
			PENSION:4912:275:05/13/23	4912:401	773.65	0.00	773.65		
			ABT 457K%:4912:284:05/13/23	4912:402	13.79	0.00	13.79		
			INTEGRATED:4912:288:05/13/23	4912:403	42.16	0.00	42.16		
			PENSION:4912:775:05/13/23	4912:404	870.35	0.00	870.35		
			INTEGRATED:4912:788:05/13/23	4912:405	65.56	0.00	65.56		
			PENSION:4912:275:05/13/23	4912:60	5,376.24	0.00	5,376.24		
			VOL AFT %:4912:276:05/13/23	4912:61	43.71	0.00	43.71		

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			VOL APT \$:4912:277:05/13/23	4912:62	15.00	0.00	15.00		
			ABT \$457K:4912:280:05/13/23	4912:63	100.00	0.00	100.00		
			ICMA:4912:283:05/13/23	4912:64	40.06	0.00	40.06		
			ABT 457K\$:4912:284:05/13/23	4912:65	83.20	0.00	83.20		
			INTEGRATED:4912:288:05/13/23	4912:66	1,146.10	0.00	1,146.10		
			PENSION:4912:775:05/13/23	4912:67	6,152.33	0.00	6,152.33		
			ICMA:4912:783:05/13/23	4912:68	40.06	0.00	40.06		
			INTEGRATED:4912:788:05/13/23	4912:69	1,750.49	0.00	1,750.49		
			ABT \$457K:4912:280:05/13/23	4912:70	250.00	0.00	250.00		
			ABT 457K\$:4912:284:05/13/23	4912:71	90.20	0.00	90.20		
			** PAYMENT TOTAL **	86	69,683.88	0.00	69,683.88	05/16/23	116126
96482		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:4912:405:05/13/23	4912:398	75.01	0.00	75.01		
			MISC DEDUC:4912:306:05/13/23	4912:50	25.00	0.00	25.00		
			UTIL BILLS:4912:405:05/13/23	4912:51	532.36	0.00	532.36		
			** PAYMENT TOTAL **	3	632.37	0.00	632.37	05/16/23	116126
96483		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:4912:731:05/13/23	4912:407	423.97	0.00	423.97		
			FOL FPPA:4912:730:05/13/23	4912:73	1,321.86	0.00	1,321.86		
			FIRE FPPA:4912:731:05/13/23	4912:74	437.90	0.00	437.90		
			** PAYMENT TOTAL **	3	2,183.73	0.00	2,183.73	05/16/23	116126
96484		2606	WAKEFIELD AND ASSOCIATES						
			2022C03010:4912:412:05/13/23	4912:52	214.97	0.00	214.97		
			** PAYMENT TOTAL **	1	214.97	0.00	214.97	05/16/23	116126
96485		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:4912:309:05/13/23	4912:58	107.50	0.00	107.50		
			** PAYMENT TOTAL **	1	107.50	0.00	107.50	05/16/23	116126
96486		2	A-1 RENTAL AND SALES INC						
			MISC SUPPLIES	56585	302.82	0.00	302.82		
			** PAYMENT TOTAL **	1	302.82	0.00	302.82	05/17/23	116160
96487		9	ARTS LOCK SERVICE						
			keys for office at complex	039	8.00	0.00	8.00		
			** PAYMENT TOTAL **	1	8.00	0.00	8.00	05/17/23	116160
96488		15	LAMAR BWS						
			MISC SUPPLIES	398898	8.99	0.00	8.99		
			MISC SUPPLIES	399168	58.98	0.00	58.98		
			STREET- HPXD GAL DEEP BASE EXT	399299	119.48	0.00	119.48		
			MISC SUPPLIES	399387	12.49	0.00	12.49		
			Water/WW-Service Materials	399456	32.68	0.00	32.68		
			MISC SUPPLIES	399990	33.66	0.00	33.66		

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			MISC SUPPLIES	400070	157.45	0.00	157.45	
			PD ACO SUPPLIES	400291	29.99	0.00	29.99	
			** PAYMENT TOTAL **	8	453.72	0.00	453.72	05/17/23 116160
96489		34	DELOACHS WATER COND INC					
			2023 WATER SERVICE FOR AIRPORT	5-1-2023-AIRPT	27.00	0.00	27.00	
			PD WATER RENTAL FEE FOR 2023	5-1-2023-LPD	19.50	0.00	19.50	
			E911 - 2023 WATER SERVICES	78991	29.00	0.00	29.00	
			** PAYMENT TOTAL **	3	75.50	0.00	75.50	05/17/23 116160
96490		57	AIRGAS USA LLC					
			SANIT- FCLAMP HCYDTY 10"	9137308213	193.47	0.00	193.47	
			Amb Op - Oxygen	9137700002	134.58	0.00	134.58	
			AIRPORT- NITROGEN/OXYGEN	9996865631	45.63	0.00	45.63	
			** PAYMENT TOTAL **	3	373.68	0.00	373.68	05/17/23 116160
96491		62	LAMAR AUTO PARTS					
			Water/WW-Tools,Gloves,Funnel	684591	49.74	0.00	49.74	
			Water/WW-Tools,Gloves,Funnel	684592	8.66	0.00	8.66	
			PKWS - FILTERS/ TIRE IRON/BLOW	684829	18.45	0.00	18.45	
			Water/WW-Tools,Gloves,Funnel	686405	27.68	0.00	27.68	
			EQ MAINT- AIKEN,BATTERY, FILTER	687011	206.18	0.00	206.18	
			EQ MAINT- AIKEN,BATTERY, FILTER	687081	21.30	0.00	21.30	
			EQ MAINT- AIKEN,BATTERY, FILTER	687267	33.91	0.00	33.91	
			EQ MAINT- AIKEN,BATTERY, FILTER	687331	22.58	0.00	22.58	
			SANIT-GAUGE/CHUCK/OIL/FOPL 64	687418	92.99	0.00	92.99	
			EQ MAINT- AIKEN,BATTERY, FILTER	687461	3.52	0.00	3.52	
			Amb Op - DEF	687536	15.77	0.00	15.77	
			Fire Op - Supplies	687537	15.77	0.00	15.77	
			EQ MAINT- AIKEN,BATTERY, FILTER	687603	154.99	0.00	154.99	
			EQ MAINT- AIKEN,BATTERY, FILTER	687609	87.06	0.00	87.06	
			EQ MAINT- AIKEN,BATTERY, FILTER	687642	69.06	0.00	69.06	
			PKWS - FILTERS/ TIRE IRON/BLOW	687841	52.50	0.00	52.50	
			PKWS - FILTERS/ TIRE IRON/BLOW	687861	288.98	0.00	288.98	
			PKWS - FILTERS/ TIRE IRON/BLOW	687863	176.99	0.00	176.99	
			MISC PARTS	688402	50.99	0.00	50.99	
			MISC PARTS	688476	5.14	0.00	5.14	
			WasteWater-Fire HydrantMateria	688501	10.46	0.00	10.46	
			PKWS - FILTERS/ TIRE IRON/BLOW	688507	112.68	0.00	112.68	
			PKWS - FILTERS/ TIRE IRON/BLOW	688565	143.61	0.00	143.61	
			PKWS - FILTERS/ TIRE IRON/BLOW	688568	84.16	0.00	84.16	
			PKWS - FILTERS/ TIRE IRON/BLOW	688570	68.39	0.00	68.39	
			PKWS - FILTERS/ TIRE IRON/BLOW	688613	38.26	0.00	38.26	

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			PWKS - FILTERS/ TIRE IRON/BLOW	688632	2.20	0.00	2.20		
			PWKS - FILTERS/ TIRE IRON/BLOW	688647	91.72	0.00	91.72		
			PWKS - FILTERS/ TIRE IRON/BLOW	688758	435.00	0.00	435.00		
			PWKS - FILTERS/ TIRE IRON/BLOW	688779	177.04	0.00	177.04		
			PWKS - FILTERS/ TIRE IRON/BLOW	68878	94.37	0.00	94.37		
			PWKS - FILTERS/ TIRE IRON/BLOW	688788	245.40	0.00	245.40		
			PWKS - FILTERS/ TIRE IRON/BLOW	688798	125.98	0.00	125.98		
			SANIT-GAUGE/CHUCK/OIL/FOPL 64	688825	75.29	0.00	75.29		
			MISC PARTS	688918	71.31	0.00	71.31		
			Fire Op - Supplies	689001	42.67	0.00	42.67		
			Fire Op - Supplies	689068	12.60	0.00	12.60		
			belts for a/c at pw	689278	28.79	0.00	28.79		
			CREDIT MEMO FHP BELT	689291	11.70-	0.00	11.70-		
			** PAYMENT TOTAL **	39	3,250.49	0.00	3,250.49	05/17/23	116160
96492		87	RANCHERS SUPPLY OF LAMAR LLC						
			Water/WW-Service Materials	246147	2.43	0.00	2.43		
			EQ MAINT- NIPPLES	247267	3.25	0.00	3.25		
			BALLPARK-WIRE TIE/TAPE/STAPLE	247355	28.40	0.00	28.40		
			SANITA- IRON, METAL , USED IRO	247428	175.50	0.00	175.50		
			PWKS- SOAPSTONE, BUSHING,ADAPT	247604	1.08	0.00	1.08		
			Water/WW-Service Materials	247623	38.70	0.00	38.70		
			PWKS- SOAPSTONE, BUSHING,ADAPT	247744	96.46	0.00	96.46		
			SANIT- BANJO VALVE/COUPLER/NIP	247756	24.55	0.00	24.55		
			SANIT- BANJO VALVE/COUPLER/NIP	247768	181.09	0.00	181.09		
			PARKS/CEM-TAPE MEASURE/COUPLIN	247856	104.60	0.00	104.60		
			BALLPARKS-COUPLING	247866	6.10	0.00	6.10		
			POOL-COUPLING/BUSHING	24823	7.88	0.00	7.88		
			** PAYMENT TOTAL **	12	670.04	0.00	670.04	05/17/23	116160
96493		88	ROBINSON PRINTING INC						
			LANDFILL- SCALE TICKETS	71144	221.40	0.00	221.40		
			City Council Vacancy	71152	375.00	0.00	375.00		
			** PAYMENT TOTAL **	2	596.40	0.00	596.40	05/17/23	116160
96494		89	4 RIVERS EQUIPMENT-AG LLC						
			FM4012 Flex Wing	09386756-2	21,500.00	0.00	21,500.00		
			PWKS- SEAL/PACKING/GASKET	1471793	1,116.49	0.00	1,116.49		
			** PAYMENT TOTAL **	2	22,616.49	0.00	22,616.49	05/17/23	116160
96495		91	S E COLO POWER ASSOC						
			E911 HOLLY TOWER & HWY 89 & AA	APRIL-2023	222.52	0.00	222.52		
			APRIL-2023 BILLING	APRIL/2023	1,652.47	0.00	1,652.47		
			APRIL-2023 BILLING	APRIL/2023	1,652.47	0.00	1,652.47		

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			APRIL-2023 BILLING	APRIL/2023	1,652.47	0.00	1,373.21	
			** PAYMENT TOTAL **	4	1,652.47	0.00	1,373.21	
96496		112	WAGNER EQUIPMENT CO		1,874.99	0.00	1,874.99	05/17/23 116160
			EQMAINT- EDGE					
			** PAYMENT TOTAL **	1	438.28	0.00	438.28	
96497		162	PRAIRIE MOUNTAIN MEDIA	P03C0563489	438.28	0.00	438.28	05/17/23 116160
			PBLCHRG LIQ,COUNCIL VCNCY,ORD					
			PBLCHRG LIQ,COUNCIL VCNCY,ORD					
			PBLCHRG LIQ,COUNCIL VCNCY,ORD					
			2023 PUBLICATION PAYMENTOFBILL					
			** PAYMENT TOTAL **	4	232.80	0.00	232.80	
96498		170	FASTENAL COMPANY		389.48	0.00	389.48	05/17/23 116160
			SANIT- FHN/HCS/UVBLACK CBL TIE	COLAJ55935	83.19	0.00	83.19	
			EQ MAINT - EYEWEAR/FLEX HST	COLAJ55958	221.57	0.00	221.57	
			** PAYMENT TOTAL **	2	304.76	0.00	304.76	
96499		179	BIG TIMBERS VETERINARY CLINIC					
			PD SPAY & NEUTER	13382	107.00	0.00	107.00	
			PD SPAY & NEUTER	13400	100.00	0.00	100.00	
			PD SPAY & NEUTER	13464	92.00	0.00	92.00	
			PD SPAY & NEUTER	13478	50.00	0.00	50.00	
			** PAYMENT TOTAL **	4	349.00	0.00	349.00	
96500		197	SCHWARTZ MARKETING INC					
			Job Ads	34127	101.25	0.00	101.25	
			Job Ads	34152	101.25	0.00	101.25	
			Job Ads	34167	202.50	0.00	202.50	
			Job Ads	34185	225.00	0.00	225.00	
			** PAYMENT TOTAL **	4	630.00	0.00	630.00	
96501		213	NKC TIRE					
			EQ MAINT - TIRE/FLAT REPAIR	20235	82.93	0.00	82.93	
			EQ MAINT - TIRE/FLAT REPAIR	20243	23.89	0.00	23.89	
			EQMAINT- TIRES/REPAIR	20299	97.89	0.00	97.89	
			EQMAINT- TIRES/REPAIR	20373	230.45	0.00	230.45	
			EQMAINT- TIRES/REPAIR	20391	274.89	0.00	274.89	
			** PAYMENT TOTAL **	5	710.05	0.00	710.05	
96502		222	BSN SPORTS LLC					
			BALL PARK EQUIP	921387486	1,047.49	0.00	1,047.49	
			** PAYMENT TOTAL **	1	1,047.49	0.00	1,047.49	
96503		264	PATTIES POTTIES					
			APRIL 2023 POTTY RENTAL	2571	470.00	0.00	470.00	
			APRIL 2023 POTTY RENTAL	2571	470.00	0.00	470.00	

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96504		282	LAMAR HIGH SCHOOL	2	470.00	0.00	470.00	05/17/23	116160
			LHS BOYS 3 ON 3 BBALL FUND						
			** PAYMENT TOTAL **						
96505		361	GALLS LLC	1	810.00	0.00	810.00	05/17/23	116160
			PD UNIFORMS						
			PD UNIFORMS						
			PD UNIFORMS						
			PD UNIFORMS						
			** PAYMENT TOTAL **						
96506		402	ARKANSAS VALLEY DIESEL SER INC	1	322.03	0.00	322.03	05/17/23	116160
			EQ MAINT- POWER TAKE OFF- VALV						
			** PAYMENT TOTAL **						
96507		423	WALLACE GAS & OIL INC	5	3,677.09	0.00	3,677.09	05/17/23	116160
			STREET- TRAC FLD/PROPANE						
			STREET- TRAC FLD/PROPANE						
			STREET- TRAC FLD/PROPANE						
			LANDFILL- #2 LOW SULFUR DYED						
			LANDFILL- #2 LOW SULFUR DYED						
			** PAYMENT TOTAL **						
96508		503	MIDWEST RADAR & EQUIP INC	1	533.00	0.00	533.00	05/17/23	116160
			PD RADAR CERTIFICATION						
			** PAYMENT TOTAL **						
96509		555	MACHINE SUPPLY COMPANY	2	24.77	0.00	24.77	05/17/23	116160
			WA/WW-Windshield Wipers						
			EQMAINT- SEAFOAM ADDITIVE						
			** PAYMENT TOTAL **						
96510		658	ACE TIRE SERVICE LLC	1	120.00	0.00	120.00	05/17/23	116160
			EQ MAINT- TIRE ROTATE						
			** PAYMENT TOTAL **						
96511		665	DPC INDUSTRIES INC	1	1,291.77	0.00	1,291.77	05/17/23	116160
			Water-Fluoride						
			** PAYMENT TOTAL **						
96512		703	THE LL JOHNSON DISTRIBUTING CO	1	419.72	0.00	419.72	05/17/23	116160
			CONTROL BOX						
			** PAYMENT TOTAL **						
96513		765	UNCC	1	55.47	0.00	55.47	05/17/23	116160
			Water/WW- 811 Locates						
			** PAYMENT TOTAL **						
96514		884	CURTIS LANE PORTER	1	55.47	0.00	55.47	05/17/23	116160

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96515		895	2023 MUNICIPAL COURT JUDGE ** PAYMENT TOTAL **	MAY-2023 1	1,625.00	0.00	1,625.00	05/17/23	116160
			O'REILLY AUTOMOTIVE STORES INC						
			PWKS- UNITYSPOT/CAPSULE/FREIGH	2906-196452	371.98	0.00	371.98		
			PWKS- UNITYSPOT/CAPSULE/FREIGH	2906-200517	51.54	0.00	51.54		
			LATE FEE	SC04261146	2.04	0.00	2.04		
			** PAYMENT TOTAL **	3	425.56	0.00	425.56	05/17/23	116160
96516		902	HANS FRIEDERICH JR AND SANITATION- 5YR LEASE AGREEMEN	431621 1	12,000.00	0.00	12,000.00	05/17/23	116160
96517		903	CITY OF LAMAR PETTY CASH FOR POOL ** PAYMENT TOTAL **	05-15-23 1	400.00	0.00	400.00	05/17/23	116160
96518		919	ALMA ROSA TREJO PD MENDING UNIFORMS PD MENDING UNIFORMS PD MENDING UNIFORMS ** PAYMENT TOTAL **	022208 022209 022210 3	12.00 14.00 36.00 62.00	0.00 0.00 0.00 0.00	12.00 14.00 36.00 62.00	05/17/23	116160
96519		940	MY WHOLESAL PRODUCTS E911-CLEANER/BATTERIES Water/WW- Meter Pit Materials ** PAYMENT TOTAL **	357803 357806 2	62.52 127.30 189.82	0.00 0.00 0.00	62.52 127.30 189.82	05/17/23	116160
96520		982	GOVERNMENT FINANCE 2023 MEMBERSHIP DUES GFOA ** PAYMENT TOTAL **	2323002 1	170.00 170.00	0.00 0.00	170.00 170.00	05/17/23	116160
96521		1069	BISON TITLE COMPANY PURCHASE AGREE-ZAVALA LAND ** PAYMENT TOTAL **	431718 1	1,000.00 1,000.00	0.00 0.00	1,000.00 1,000.00	05/17/23	116160
96522		1101	DANIEL A NEUHOLD W/C Janitorial ** PAYMENT TOTAL **	MAY-2023 1	700.00 700.00	0.00 0.00	700.00 700.00	05/17/23	116160
96523		1127	DELL MARKETING LP NEW PC (2) ** PAYMENT TOTAL **	10665613263 1	2,998.12 2,998.12	0.00 0.00	2,998.12 2,998.12	05/17/23	116160
96524		1163	BEYOND TECHNOLOGY SOURCENOW AIRPORT- TONER FOR COPIER ** PAYMENT TOTAL **	INV-CN-000068 1	264.00 264.00	0.00 0.00	264.00 264.00	05/17/23	116160
96525		1306	HOME STORE LLC ROOT STIM ROOT STIM	156534 156567	14.99 26.99	0.00 0.00	14.99 26.99		

City of Lamar
Payment Register Print

Batch: 0 Period: 05/17/23

Payment Number	BP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
			PD SHELTER SUPPLIES	156904	75.55	0.00	75.55		
			ROOT STIM	157049	168.25	0.00	168.25		
			PD SHELTER SUPPLIES	157053	16.99	0.00	16.99		
			Water/WW- SERVICE TAPE	157129	12.29	0.00	12.29		
			PD SHELTER SUPPLIES	157134	14.98	0.00	14.98		
			** PAYMENT TOTAL **	7	330.04	0.00	330.04	05/17/23	116160
96526		1954	USA BLUE BOOK						
			Water/WW- Meter Pit Materials	INV00006331	508.64	0.00	508.64		
			** PAYMENT TOTAL **	1	508.64	0.00	508.64	05/17/23	116160
96527		2073	FRONTIER BANK						
			DAILY DEPOSIT SLIPS	058368-23	29.69	0.00	29.69		
			** PAYMENT TOTAL **	1	29.69	0.00	29.69	05/17/23	116160
96528		2147	MITCHELL 1						
			EQ MAINT- PRODEMAND/MTR ONLY	29130410	2,643.84	0.00	2,643.84		
			** PAYMENT TOTAL **	1	2,643.84	0.00	2,643.84	05/17/23	116160
96529		2161	CIRSA						
			VAMP Audit	231172	6.39	0.00	6.39		
			Ins Deductibles	231221-1	2,000.00	0.00	2,000.00		
			2022 WORKERS COMP PAYROLL AUDI	W23348	2,602.00	0.00	2,602.00		
			** PAYMENT TOTAL **	3	4,608.39	0.00	4,608.39	05/17/23	116160
96530		2235	KIMBALL MIDWEST						
			EQ MAINT - ORING/COUPLER/CLAMP	101000864	731.71	0.00	731.71		
			** PAYMENT TOTAL **	1	731.71	0.00	731.71	05/17/23	116160
96531		2252	ATMOS ENERGY						
			MAY 2023 BILLING HICKORY BLDG	3014048968-5-23	290.42	0.00	290.42		
			MAY 2023 BILLING FIRE #2	3014085221-5-23	88.84	0.00	88.84		
			MAY 2023 BILLING RIVERSIDE CEM	3014085490-5-23	57.76	0.00	57.76		
			MAY 2023 BILLING CHAMBERS	3014085730-5-2023	31.55	0.00	31.55		
			MAY 2023 BILLING WELCOME CENTE	3014085730-5-23	47.33	0.00	47.33		
			MAY 2023 BILLING ENGINEERS	3015171304-5-23	36.44	0.00	36.44		
			MAY 2023 BILLING PUBLIC WKS	3015171555-5-23	116.01	0.00	116.01		
			MAY 2023 BILLING BALLPARK	3015213321-5-23	31.30	0.00	31.30		
			MAY 2023 BILLING COMPLEX	3015354410-5-23	247.32	0.00	247.32		
			MAY 2023 BILLING CRC	3015354705-5-23	145.20	0.00	145.20		
			** PAYMENT TOTAL **	10	1,092.17	0.00	1,092.17	05/17/23	116160
96532		2293	CHOICE SCREENING						
			Background check	132459	52.50	0.00	52.50		
			** PAYMENT TOTAL **	1	52.50	0.00	52.50	05/17/23	116160
96533		2355	CENTURYLINK						
			2023 E911 MONTHLY SIP SESSION	MAY-2023	1,504.44	0.00	1,504.44		

City of Lamar
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Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Net Paid Date	Batch Number
96534		2377	** PAYMENT TOTAL ** ENVIRONMENTAL PROD& ACCESS LLC EQMAINT- 8" ALUMINUM TUBE HD	1	1,504.44	0.00	1,504.44	05/17/23	116160
96535		2438	** PAYMENT TOTAL ** REVIVAL ANIMAL HEALTH PD VACCINE/SUPPLIES	1	702.03	0.00	702.03	05/17/23	116160
96536		2500	** PAYMENT TOTAL ** CAPITAL ONE Water/WW-Breakroom Supplies Amb Op - Med supplies OFFICE PAINT/COMPLEX FLOWERS WasteWater-Sample/BoardRefrssh candy fort parade Water/WW-Breakroom Supplies Amb Op - Med supplies PD SUPPLIES MISC SUPPLIES Water & Pop for Council PD VACCINE/SUPPLIES	11	899.91	0.00	899.91	05/17/23	116160
96537		2511	** PAYMENT TOTAL ** AMERICAN ENVIRONMENTAL CONSULT LANDFILL- CONSULTING	1	3,903.00	0.00	3,903.00	05/17/23	116160
96538		2571	** PAYMENT TOTAL ** PROCOM Drug Testing Drug Testing Drug Testing	3	1,350.00	0.00	1,350.00	05/17/23	116160
96539		2660	** PAYMENT TOTAL ** PRODUCTIVITY PLUS ACCOUNT EQMAINT- SWITCH/FREIGHT	1	142.08	0.00	142.08	05/17/23	116160
96540		2669	** PAYMENT TOTAL ** BIG R PROPERTIES LLC MISC PARTS PWKS- NOZZLE/HITCH PIN/POLY SP PWKS- NOZZLE/HITCH PIN/POLY SP MISC PARTS WATER/WW-Gloves, tools PWKS- NOZZLE/HITCH PIN/POLY SP MISC PARTS PWKS- CLEAR VINYL TUBE	1	30.90	0.00	30.90	05/17/23	116160

Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96541		2727	Water/WW-Service Materials	138679	18.98	0.00	18.98	05/17/23	116160
			Water/WW-Service Materials	138696	3.58	0.00	3.58		
			MISC PARTS	138699	25.98	0.00	25.98		
			PD SHELTER SUPPLIES	138710	45.96	0.00	45.96		
			** PAYMENT TOTAL **	12	501.50	0.00	501.50	05/17/23	116160
			HOME DEPOT PRO						
			SOAP	739618056	144.96	0.00	144.96		
			supplies for CRC, Complex,Pw	741901607	583.59	0.00	583.59		
			SOAP	742390347	154.32	0.00	154.32		
			** PAYMENT TOTAL **	3	882.87	0.00	882.87	05/17/23	116160
96542		2738	ROCKY MT FIRE & SECURITY LLC						
			monitoring for fire alarm	23-0241	90.00	0.00	90.00		
			monitoring for fire alarm	23-0242	90.00	0.00	90.00		
			** PAYMENT TOTAL **	2	180.00	0.00	180.00	05/17/23	116160
96543		2748	PRAIRIE GLASS COMPANY INC						
			windows and tint	21346	826.41	0.00	826.41		
			** PAYMENT TOTAL **	1	826.41	0.00	826.41	05/17/23	116160
96544		2772	CANON FINANCIAL SERVICES INC						
			COPIER LEASE-TECH	30353669	137.72	0.00	137.72		
			** PAYMENT TOTAL **	1	137.72	0.00	137.72	05/17/23	116160
96545		2820	CLEAN VALLEY RECYCLING						
			SANITATION- EWASTE RECYCLING	5398	2,063.80	0.00	2,063.80		
			** PAYMENT TOTAL **	1	2,063.80	0.00	2,063.80	05/17/23	116160
96546		2821	CHARTER COMMUNICATIONS						
			W/C Cable TV	0016640050223	91.82	0.00	91.82		
			2023 TV SERVICE AT COM BLDG	0021665042623	35.27	0.00	35.27		
			** PAYMENT TOTAL **	2	127.09	0.00	127.09	05/17/23	116160
96547		2880	QUILL CORPORATION						
			PD OFFICE SUPPLIES	32407997	106.97	0.00	106.97		
			** PAYMENT TOTAL **	1	106.97	0.00	106.97	05/17/23	116160
96548		2917	COLORADO ANALYTICAL LAB INC						
			Wastewater-Sewer Samples	230426019	68.00	0.00	68.00		
			Wastewater-Sewer Samples	230427023	68.00	0.00	68.00		
			WasteWater-Weekly Sewer Sample	230502072	68.00	0.00	68.00		
			WasteWater-Weekly Sewer Sample	230503084	68.00	0.00	68.00		
			** PAYMENT TOTAL **	4	272.00	0.00	272.00	05/17/23	116160
96549		2945	PITNEY BOWES INC						
			2023 BILLING INSERTER LEASE	3317412147	946.44	0.00	946.44		
			** PAYMENT TOTAL **	1	946.44	0.00	946.44	05/17/23	116160
96550		3034	CITYSERVICEVALCON LLC						

City of Lamar
Payment Register Print

Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
96551		3224	AIRPORT- JET FUEL ** PAYMENT TOTAL **	0660601 1	22,306.96 22,306.96	0.00 0.00	22,306.96 22,306.96	05/17/23	116160
			HIGH PLAINS COMMUNITY HEALTH Pre-employment physicals	696206	82.00	0.00	82.00		
			Pre-employment physicals	703236	82.00	0.00	82.00		
			Pre-employment physicals	703793	82.00	0.00	82.00		
			Pre-employment physicals	704840	82.00	0.00	82.00		
			Pre-employment physicals	706404	82.00	0.00	82.00		
			** PAYMENT TOTAL **	5	410.00	0.00	410.00	05/17/23	116160
96552		3278	ROCKY MOUNTAIN AIR SOLUTIONS CHEMICAL	30440788	3,716.20	0.00	3,716.20		
			** PAYMENT TOTAL **	1	3,716.20	0.00	3,716.20	05/17/23	116160
96553		3298	CIVICPLUS LLC 2023/24 CODE HOSTING FEE	262418	1,295.00	0.00	1,295.00		
			** PAYMENT TOTAL **	1	1,295.00	0.00	1,295.00	05/17/23	116160
96554		3303	WILDERNESS & EMERGENCY CARE CONSULTING Amb Op - RETAC Reimb	2023-01LFES	7,500.00	0.00	7,500.00		
			** PAYMENT TOTAL **	1	7,500.00	0.00	7,500.00	05/17/23	116160
96555		3355	AMAZON CAPITAL SERVICES INC COUNCIL PHOTO NAME PLATES PD SUPPLIES PD SUPPLIES	113R-7C6X-1744 141N-HQDD-C6PW 1NHQ-KYMQ-D1TQ	72.66 97.98 43.98	0.00 0.00 0.00	72.66 97.98 43.98		
			TREAS-BAUTERY BACKUP FOR TESS Fire Eq - Cones	10T1-Y39G-31F6 1Y1R-16DK-73YR	145.18 265.80	0.00 0.00	145.18 265.80		
			** PAYMENT TOTAL **	5	625.60	0.00	625.60	05/17/23	116160
96556		3392	PARKER MECHANICAL HICKORY SHOP- CONDENSER FAN RE ice machine cleaner for street Water/WW-IceMachineRepairs	57513 57544 57625	332.09 25.38 150.00	0.00 0.00 0.00	332.09 25.38 150.00		
			** PAYMENT TOTAL **	3	507.47	0.00	507.47	05/17/23	116160
96557		3394	COLOGRAPHIC INC Bldg Dept Sign for CDC	55274	180.00	0.00	180.00		
			** PAYMENT TOTAL **	1	180.00	0.00	180.00	05/17/23	116160
96558		3398	GEOCYCLE LLC LANDFILL- TIRE, WHOLE PASSENGER	717769001	800.00	0.00	800.00		
			** PAYMENT TOTAL **	1	800.00	0.00	800.00	05/17/23	116160
96559		3413	NOVITAS SOLUTIONS CASHIER REFUND OF AMB OVERPAYMENT DUE	05-09-2023	409.23	0.00	409.23		
			** PAYMENT TOTAL **	1	409.23	0.00	409.23	05/17/23	116160
96560		3521	PIONEER ATHLETICS						

City of Lamar
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Batch: 0 Period: 05/17/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
			FREIGHT	INV881750	250.00	0.00	250.00	05/17/23	116160
			** PAYMENT TOTAL **	1	250.00	0.00	250.00	05/17/23	116160
96561		3808	TOTAL OFFICE SOLUTIONS						
			GENERAL-OFFICE SUPPLIES	PINV1066228	175.54	0.00	175.54		
			GENERAL-OFFICE SUPPLIES	PINV1066274	267.82	0.00	267.82		
			** PAYMENT TOTAL **	2	443.36	0.00	443.36	05/17/23	116160
96562		3882	MONSON CUMMINS & SHOHET LLC						
			WasteWater-Sample/BoardRefirsh	APRIL-2023	8,840.60	0.00	8,840.60		
			** PAYMENT TOTAL **	1	8,840.60	0.00	8,840.60	05/17/23	116160
96563		3885	INTEGRITY CONTROLS INC						
			WW-Backflow Kit Calibration	34009	153.93	0.00	153.93		
			** PAYMENT TOTAL **	1	153.93	0.00	153.93	05/17/23	116160
96564		3945	AYRES ASSOCIATES INC						
			EPA BROWNFIELD GRANT #207201	207201	12,363.00	0.00	12,363.00		
			** PAYMENT TOTAL **	1	12,363.00	0.00	12,363.00	05/17/23	116160
96565		4213	ULINE						
			NO SLIP TAPE	162715445	144.17	0.00	144.17		
			** PAYMENT TOTAL **	1	144.17	0.00	144.17	05/17/23	116160
96566		4401	A CUT ABOVE PEST CONTROL LLC						
			2023 PEST CONTROL SERVICES	18438	95.00	0.00	95.00		
			2023 PEST CONTROL SERVICES	18442	140.00	0.00	140.00		
			2023 PEST CONTROL SERVICES	18447	140.00	0.00	140.00		
			2023 PEST CONTROL SERVICES	18454	85.00	0.00	85.00		
			2023 PEST CONTROL SERVICES	18518	130.00	0.00	130.00		
			** PAYMENT TOTAL **	5	590.00	0.00	590.00	05/17/23	116160
96567		6038	ALEXANDER'S FIRE CARE LLC						
			SERVICE ON EXTINGUISHERS	431312	279.50	0.00	279.50		
			Water/WW- PEPSIBldgExtinguish	431409	13.00	0.00	13.00		
			HICKORY SHOP- ANNUAL EXTING CH	431592	235.00	0.00	235.00		
			LANDFILL- ANNUAL CHECK EXTINGU	431598	64.00	0.00	64.00		
			AIRPORT- ANNUAL EXTING. CHECKS	431601	175.80	0.00	175.80		
			** PAYMENT TOTAL **	5	767.30	0.00	767.30	05/17/23	116160
96568		99999	MELISSA RAMOS						
			REFUND OF MP RM RENTAL	05-11-2023	88.00	0.00	88.00		
			** PAYMENT TOTAL **	1	88.00	0.00	88.00	05/17/23	116160
BANK TOTALS									
PAYMENTS: 103				388.00	420,000.54	0.00	420,000.54		
VOIDS: 0									

Agenda Item No. 4

Council Date 5-22-23

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

Ord. No. 1261 - "An Ordinance Rezoning of Tract of Land and Known as Township 23 South, Range 46 West of the Sixth Principal Meridian Section 17: Tract A and B of the Fourth Subdivision of the SW 1/4, According to the Recorded Plat at Reception No. 528019, Except the South 20' of Tract A from O-E – R-1"

ITEM TITLE: the South 20' of Tract A from O-E – R-1"

INITIATOR: Stephanie Strube

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve ordinance on second reading

STAFF INFORMATION SOURCE: Stephanie Strube: Building Official

BACKGROUND:

PZ2023-03: 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 1177)

At the May 8, 2023 City Council meeting, the ordinance was approved with a vote of 7-0.

RECOMMENDATION: Pass the ordinance on second reading and order it published.

ORDINANCE No. 1261

AN ORDINANCE REZONING OF TRACT OF LAND AND KNOWN AS TOWNSHIP 23 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 17: TRACT A AND B OF THE FOURTH SUBDIVISION OF THE SW1/4, ACCORDING TO THE RECORDED PLAT AT RECEPTION NO 528019, EXCEPT THE SOUTH 20' OF TRACT A. FROM O-E TO R-1

WHEREAS, proper application was made to the Planning & Zoning Commission of the City of Lamar, Colorado for the rezoning of O-E to an R-1; and

WHEREAS, the Planning & Zoning Commission of the City of Lamar, Colorado has considered the proposed rezoning of the tract of land known as Township 23 south, range 46 west of the sixth principal meridian section 17: tract A&B of the fourth subdivision of the SW1/4 according to the recorded plat at reception No 528019. Except the south 20' of tract A. The property is approximately 5 acres in size also known as 28515 and 28573 County Road 8.2; and

WHEREAS, a public hearing was held before the Planning & Zoning Commission on May 18, 2022; and

WHEREAS, the Planning & Zoning Commission has recommended to the City Council that the property be annexed into the city. The property was annexed into the city March 26, 2012 (Ordinance No. 1177).

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

1. That the portion of the subdivision described as: Township 23 south, range 46 west of the sixth principal meridian section 17: tract A&B of the fourth subdivision of the SW1/4 according to the recorded plat at reception No 528019. Except the south 20' of tract A. The property is approximately 5 acres in size also known as 28515 and 28573 County Road 8.2. Zoning District O-E, currently vacant.

Planning and Zoning met on May 18, 2022 to discuss the proposed rezoning of the tract of land known as Township 23 south, range 46 west of the sixth principal meridian section 17: tract A&B of the fourth subdivision of the SW1/4 according to the recorded plat at reception No 528019. Except the south 20' of tract A. The property is approximately 5 acres in size also known as 28515 and 28573 County Road 8.2. 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 of single family homes. 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 on March 26, 2012. (Ordinance No. 1177).

2. That the City Clerk and designated City employee are hereby instructed to make all necessary changes to the official map of the City of Lamar to reflect the within zoning change.

INTRODUCED, READ IN FULL, PASSED ON FIRST READING AND ORDERED PUBLISHED this 8th day of May, 2023.

CITY OF LAMAR, COLORADO

By _____
Kirk Crespin, Mayor

ATTEST:
By _____

Linda Williams, City Clerk
PASSED ON SECOND READING AND ORDERED PUBLISHED this ____ day of _____, 2023.

CITY OF LAMAR, COLORADO

ATTEST:

By _____
Kirk Crespín, Mayor

By _____
Linda Williams, City Clerk

Agenda Item No. 1

Council Date: 05/22/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Grants and Projects Update
2. Misc.

RECOMMENDATION: None necessary

CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members
FROM: Rob Evans, City Administrator
DATE: May 22, 2023

RCO

-
1. Coffee with Rob at 7:00 a.m. - May 24 – Daylight Donuts
May 31 – Brew Unto Others
 2. Ayres Brownfield report will go live next week and will be linked to our website
 3. Prowers Medical Center Health Fair May 24, May 31, and June 7, 7:00am – 9:00am
 4. Open House – Prowers Area Transit – Friday, May 26, 2023 - 10:00 am – 1:00 pm -
200 East Hickory Street
 5. City Offices Closed Monday, May 29, 2023 for Memorial Day
 6. Friends of Library Book Sale, June 2-3, 9:00am - 1:00pm
 7. Craft Fair & Farm Market, Saturday, June 3 - 9:00am - 1:00 pm at Cultural Events
Center
 8. Common Grounds, Wednesday, June 7, 7:00am in Cultural Events Center
 9. Community Social – Saturday, June 10 at Willow Creek Park Pavillion (Swimming
1:00pm, Meet-Greet-BBQ 5:00-7:00pm, and Movie 8:30-10:30pm)
 10. Projects Update
 11. Miscellaneous

OPEN HOUSE
***PROWERS AREA TRANSIT/
PRAIRIE DOG EXPRESS***
200 EAST HICKORY STREET
10:00 A.M. TO 1:00 P.M.



MAY 26, 2023
COME AND CHECK OUT
OUR NEW TRANSIT OFFICE
REFRESHMENTS WILL BE SERVED
IN THE BUS BARN

Lamar Public Library

will be

CLOSED

Saturday, May 27th -
Monday, May 29th

for

MEMORIAL DAY WEEKEND!

Lamar Public Library's

SPRING * FLING

CRAFT FAIR
& FARM MARKET

Lamar Public Library's Cultural Events Center
102 E. Parmenter
Lamar, CO 81052

*Hosting some of the best small businesses and local
artisans southeastern Colorado has to offer!*

May 6

June 3

9am-1pm

VENDORS NEEDED!

Vendors and Local Artisans: Please call 719-336-4632
For more information and to reserve your table!

Lamar Public Library's CRAFT FAIR / FARMER'S MARKET
719-336-4632 – 102 E. Parmenter – Lamar, CO 81052
First Saturday of Every Month

VENDOR APPLICATION FORM

VENDOR INFORMATION

COMPANY / BUSINESS NAME :		BUSINESS LICENSE NUMBER :	
CONTACT NAME :		Tax Exempt? YES/NO	Tax Exempt Number :
VENDOR ADDRESS :			
PHONE – MOBILE :	PHONE – OFFICE :	EMAIL :	
Item Information : Please list all items to be sold at vendor booth			

Please attach copy of participants driver's license to vendor application

DISCLAIMER

Any vendor participating in Lamar Public Library's Monthly Craft Fair is required to have a business license and submit sales tax on any amount sold.
 Application for a business license can be found at: www.ci.lamar.co.us .
 Questions about a business license? Call Missy Mason at (719) 336-4376
 Business Licenses are \$10.00 per year and expire on the last day of every year.

All Participants must sign release form:

Vendor agrees that Lamar Public Library / City of Lamar and their representatives shall have no responsibility whatsoever for any loss or damage to the Vendor's equipment, supplies, goods, or other property.

Signature: _____ DATE: _____

**LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY**

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

INITIATOR: City Clerk, Police Chief

CITY ADMINISTRATOR'S REVIEW RCE

ACTION PROPOSED: Hold Public Hearing for Permanent Modification of Premise for Coronicas Inc dba/Coronicas Liquor Store

STAFF INFORMATION SOURCE: City Clerk, Police Chief

BACKGROUND:

Cory Daniels owner of Coronicas Inc dba/Coronicas Liquor Store has requested a permanent modification of premise to his current liquor license. He is adding a 20x34' addition to the east of his existing building for additional storage.

Cory submitted application on April 25, 2023 with fee for the permanent modification of premise. During the May 8, 2023 Council meeting, Council approved to schedule public hearing for the permanent modification of premise on May 22, 2023 as close to 7:00 p.m. as possible. Notice was posted on site and in newspaper on or before May 11, 2023.

RECOMMENDATION: Approve Permanent Modification of Premise for Coronicas Inc dba Coronicas Liquor Store and authorize the Mayor to sign; or such other action deemed appropriate by Council.



Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual					License Number	
<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company					03-16963	
2. Name of Licensee <p style="text-align: center;">Coronicas Inc</p>			3. Trade Name of Establishment (DBA) <p style="text-align: center;">Coronicas Liquor Store</p>			
4. Address of Premises (specify exact location of premises) <p style="text-align: center;">100 N Main St</p>			5. Business Email Address <p style="text-align: center;">cory_633@hotmail.com</p>			
City <p style="text-align: center;">Lamar</p>	County <p style="text-align: center;">Prowers</p>	State <p style="text-align: center;">CO</p>	ZIP <p style="text-align: center;">81052</p>	Business Phone Number <p style="text-align: center;">719-336-2691</p>		

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C												
<input type="checkbox"/> Manager's Registration (Hotel & Restr.)..... \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea)..... \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="padding: 2px;">\$150.00 x</td> <td style="padding: 2px; text-align: center;">1</td> <td style="padding: 2px;">Total Fee:</td> <td style="padding: 2px; text-align: right;">150</td> </tr> </table> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="padding: 2px;">\$100.00 x</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">Total Fee:</td> <td style="padding: 2px;"></td> </tr> </table> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="padding: 2px;">\$160.00 x</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">Total Fee:</td> <td style="padding: 2px;"></td> </tr> </table> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00	\$150.00 x	1	Total Fee:	150	\$100.00 x		Total Fee:		\$160.00 x		Total Fee:	
\$150.00 x	1	Total Fee:	150										
\$100.00 x		Total Fee:											
\$160.00 x		Total Fee:											
Section B – Duplicate License													
<input type="checkbox"/> Duplicate License \$50.00													

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.*
- 2) *For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.*
- 3) *To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 4) *To modify Premise, or add Sidewalk Service Area, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 5) *For Optional Premises go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).*
- 6) *To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.*
- 8) *Campus Liquor Complex Designation, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.*
- 9) *To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.*

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>
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Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				

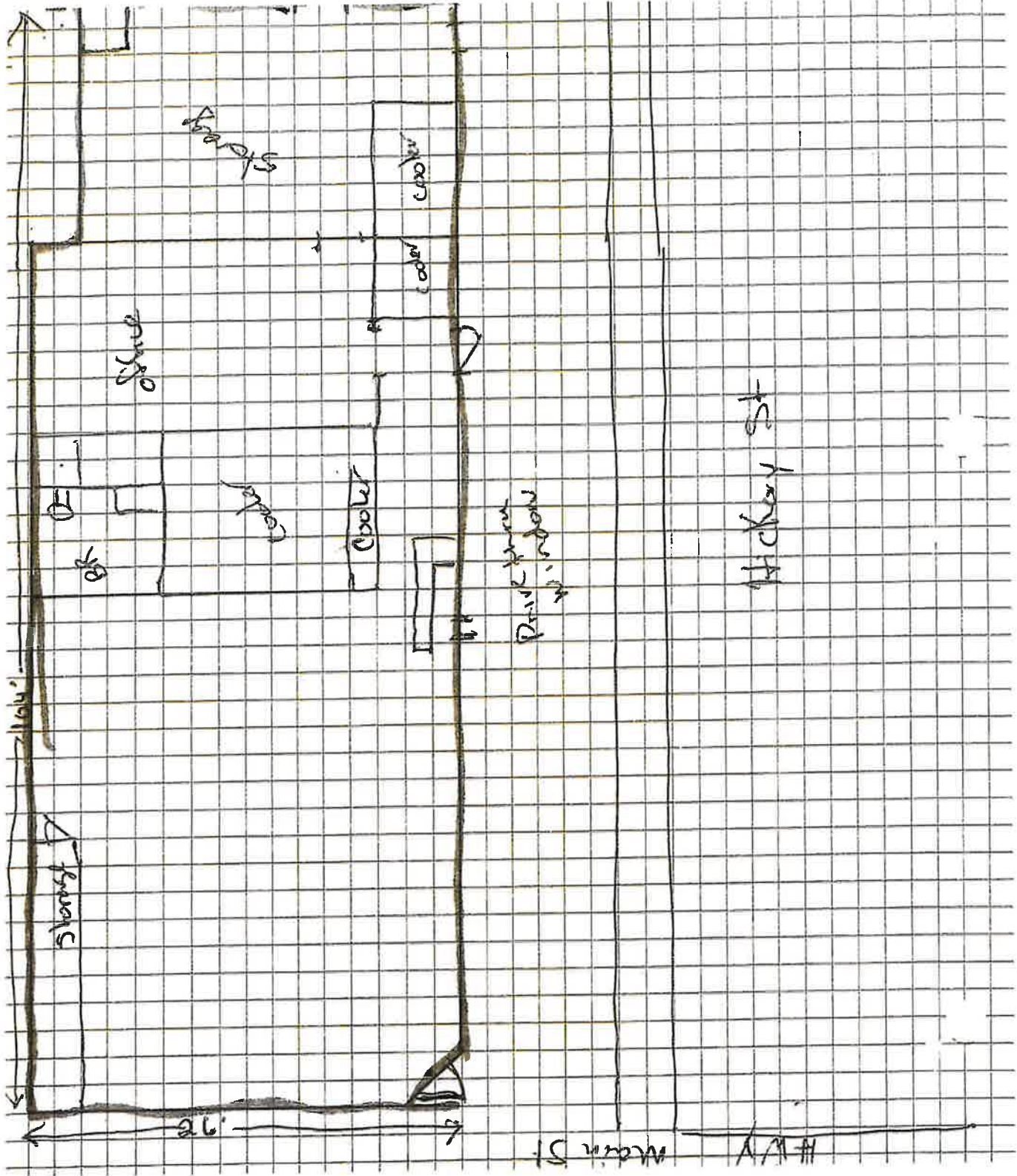
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>
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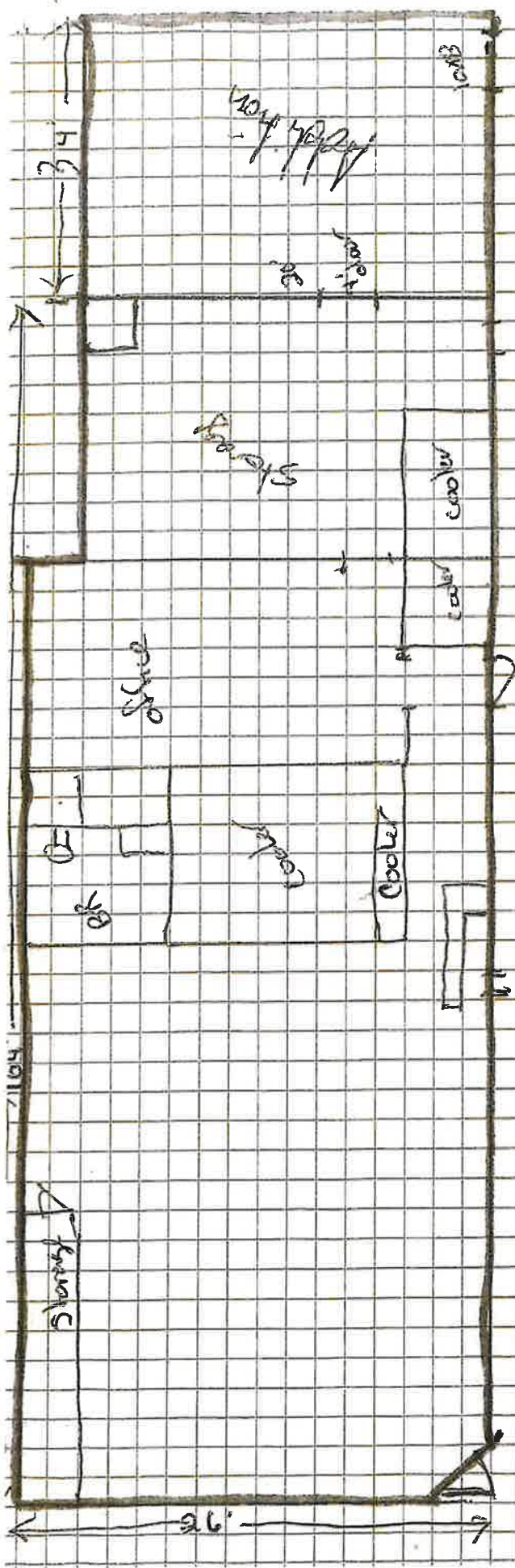
Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p> <p>_____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____ 20x34 Addition going to the east of existing building _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Cory Daniels</i>	Print name and Title <i>Cory D. Daniels</i>	Date <i>4/25/23</i>
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

Before





Main St

Printer

Printer window

Cooler

Cooler

Stove

Sink

Back Room

Door

Hickory St

After

#11

Agenda Item No. 2

Council Date 5/22/23

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Lamar Community College Presentation by President, Dr. Rosana Reyes

INITIATOR: LCC

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Informational item

STAFF INFORMATION SOURCE: _____

BACKGROUND: Lamar Community College President, Dr. Rosana Reyes, will be present to update City Council regarding Lamar Community College activities, projects, programs and year-end review.

RECOMMENDATION: Informational.

Agenda Item No. 3

Council Date: 5/22/23

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Ports-to-Plains Update – Beverly Haggard

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Informational

STAFF INFORMATION SOURCE: _____

BACKGROUND: Beverly Haggard, representative to Ports to Plains for the City of Lamar, will be giving an update on the conference she attended in Washington D.C.

RECOMMENDATION: Informational.

Agenda Item No. 4

Council Date: 5-22-2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Election of Mayor Pro-Tem and Review Liaison Positions

INITIATOR: As per City Charter

CITY ADMINISTRATOR'S REVIEW: PCF

ACTION PROPOSED: Elect Mayor pro-tem for the City of Lamar and review liaison positions

STAFF INFORMATION SOURCE: _____

BACKGROUND:

Section 3-2 of the Lamar City Charter states:

“A Mayor pro-tem shall be elected by the Councilmen who shall act as Mayor during the absence of the Mayor with all powers herein granted to the Mayor.”

With the resignation of Anne-Marie Crampton, who was the former Mayor pro-tem, it is necessary for Council to elect a new Mayor pro-tem.

The Mayor pro-tem position is very important to Council since the Mayor pro-tem serves on behalf of the Mayor in the absence of the Mayor.

RECOMMENDATION: Elect Mayor pro-tem and review liaison positions.

COUNCIL LIAISON POSITIONS:

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

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

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

INITIATOR: Linda Williams CITY ADMINISTRATOR'S REVIEW: RMS

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

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND:

The Sand & Sage Round-Up has submitted an application for a Special Events Permit to host a beer garden during the Sand & Sage Round-Up Fair on August 10, 2023, 5:00 p.m. and 12:00 a.m., August 11, 2023 5:00 p.m. and 1:00 a.m., and August 12, 2023 5:00 p.m. to 12:00 a.m.

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

RECOMMENDATION:

Set a public hearing date for the Sand & Sage Round-Up Special Event Permit application on June 12, 2023 at 7:00 p.m. and direct that City staff post the proposed location at 2206 Saddle Club Drive, Lamar, Colorado and publish proper notice in the local paper as required by law.

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Intent to Participate in a Coordinated Election

INITIATOR: Linda Williams

CITY ADMINISTRATOR'S REVIEW LS

ACTION PROPOSED: Authorize the City Clerk to file Intent with the County Clerk

STAFF INFORMATION SOURCE: City Clerk

.....
BACKGROUND: Every odd number year, the City of Lamar must file Intent to Participate in a Coordinated Election with the Prowers County Clerk for the November election.

RECOMMENDATION: Agree to participate in a Coordinated Election and Authorize the City Clerk to file the Intent with the County Clerk.



Linda Williams, City Clerk
102 E. Parmenter St.
Lamar, CO 81052-3299
Phone - 719.336.1372
Fax - 719.336.2787
linda.williams@ci.lamar.co.us

May 22, 2023

Jana Coen
Prowers County Clerk & Recorder
301 S Main Suite 210
Lamar Co 81052

Re: November 7, 2023 Election

The City of Lamar would like to participate in a coordinated election with Prowers County, with said election to be held November 7, 2023.

The City of Lamar will have five City Council vacancies, one vacancy in Ward 1, two vacancies in Ward 2, one vacancy in Ward 3, and the Mayor's seat will also be vacant. The City of Lamar may also have a citizen initiative ballot question as well as a possible labor question(s) on the ballot.

The Designated Election Official for the City is Linda Williams, City Clerk.

Thank you very much for your assistance. I can be reached at 336-1372 if you have any questions.

Sincerely,

Linda Williams
City Clerk

Agenda Item No. 7

Council Date: 05/22/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Amendment to Work Force Center Lease to Include Janitorial Services

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

ACTION PROPOSED: Approve Amendment to Original Work Force Center Lease to Include Janitorial Services

STAFF INFORMATION SOURCE: Kristin Schwartz, Rob Evans, Stephanie Strube

BACKGROUND:

The City of Lamar is currently contracted with the State of Colorado from July 1, 2021 through June 30, 2026 for the leased space at the Community Resource Center that houses the Colorado Department of Labor and Employment, Division of Employment and Training (Work Force Center). The City of Lamar took over management of the Center on March 1, 2023. Prowers County had a contract with the Work Force Center for janitorial services which ended on February 28, 2023. The State of Colorado reached out to inquire about the City of Lamar providing those services. The State of Colorado has agreed to the increase in rent as proposed by the City Treasurer and City Administrator for the remainder of the existing lease. The City has a full time maintenance employee at the Center and this employee will also take on the duties of janitorial services at the Work Force center. This employee was previously providing the service and is familiar with the required services. It has been determined that this will be approximately 10 hours per week.

RECOMMENDATION: Approve the Amendment with the State of Colorado to include Janitorial Services at the Lamar Work Force Center located in the Community Resource Center.

Kristin Schwartz

From: Griffin - CDLE, David <david.griffin@state.co.us>
Sent: Friday, May 12, 2023 8:48 AM
To: Kristin Schwartz
Cc: Stephanie Strube; Robert Evans; Tanya Muniz; Lauren Jones
Subject: Re: City of Lamar - workforce center

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

Kristin:

No, the Scope of Work I sent earlier would have been used if we were going to develop a Purchase Order.

Given we are going to modify the lease to include janitorial services being provided by the City (Landlord), will update the lease rent table you proposed and change Section 2 (A) (b) to read, "*Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of 10 hours per week, except holidays, and include all supplies and materials.*" If janitorial services include any window cleaning, carpet cleaning, etc. please add them to this Section.

I hope this helps. Please let me know if you have further questions.

Thanks.

David Griffin
Project Manager
CRWC



We Keep Colorado Working.

C (303) 503-2739
633 17th St., Suite 700, Denver, CO 80202
david.griffin@state.co.us | www.colorado.gov/cdle

On Fri, May 12, 2023 at 8:29 AM Kristin Schwartz <kristin.schwartz@ci.lamar.co.us> wrote:

David,

Good morning! I wanted to know if the Attachment of the Scope of Work you sent in an earlier email will be what you will add to our existing lease?

Kristin


	A	B	C	D	E	F	G
1							
2							
3	Proposed Increase in Lease with WorkForce to Include Janitorial Services						
4							
			Proposed		Proposed		Proposed
		Annual	Annual	Monthly	Monthly	Term Rent	Term Rent
		Rent by	Rent by				
		Square	Square				
5	Term Dates	Foot	Foot	Rent	Rent		
6	07/01/2022-06/30/2023	\$7.06	\$7.81	\$1,362.82	\$1,505.82	\$16,353.84	\$18,069.84
7	07/01/2023-06/30/2024	\$7.21	\$7.98	\$1,390.08	\$1,540.28	\$16,680.96	\$18,483.36
8	07/01/2024-06/30/2025	\$7.35	\$8.17	\$1,417.88	\$1,575.58	\$17,014.56	\$18,906.96
9	07/01/2025-06/30/2026	\$7.50	\$8.36	\$1,446.24	\$1,611.84	\$17,354.88	\$19,342.08
10							
11	Based on 5% increase in staff hourly rate per year x 10 per week						

Agenda Item No. 8

Council Date: 5/22/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

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

INITIATOR: Rob Evans/ Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: 

ACTION PROPOSED: Authorize Staff to Apply for the Title III-B Grant for the Senior Center

STAFF INFORMATION SOURCE: Robert Evans, Kristin Schwartz

BACKGROUND: The City of Lamar took over operations of the Lamar Community Resource and Senior Center (Center) on January 1, 2023. Prowers County shared information of a grant opportunity through the Lower Arkansas Valley Area Agency on Aging (LAVAAA) to help fund the operations at the Center. Staff intends to use the grant to help fund the full-time custodian that the City hired on January 2, 2023 and a new full-time Manager for the Center.

RECOMMENDATION: Authorize staff apply for the Title III-B Grant through LAVAAA.

**Title III Older Americans Act Services and/or
State Funding for Senior Services
Lower Arkansas Valley Area Agency on Aging
July 1, 2023 – June 30, 2024**

Applicant Agency	CITY OF LAMAR
Service Area	PROWERS COUNTY
Services to be Provided	SENIOR CENTER OPERATIONS
Funding Type Requested	TITLE III-B
Project Director	ROBERT EVANS KRISTIN SCHWARTZ
Address	102 E PARMENTER STREET LAMAR, COLORADO 81052
Telephone and Fax	719-336-1364 719-336-1373
Email	<u>robert.evans@ci.lamar.co.us</u> <u>kristin.schwartz@ci.lamar.co.us</u>
Type of Agency	MUNICIPAL GOVERNMENT

Budget Worksheet for Title III-B

State Fiscal Year: **2024**

July 1, 2023-June 30, 2024

Provider Name: City of Lamar

Please enter your Budget in the white areas. Shaded and colored areas will calculate automatically.

Description of Expenses	Title III-B	Local Cash Match	In Kind Match	Program Income	Total Expense Budget
Personnel	\$ 62,764	\$ 67,440			\$ 130,204
Travel					\$ -
Equipment					\$ -
Other Costs					\$ -
Total Expenses	\$ 62,764	\$ 67,440	\$ -	\$ -	\$ 130,204

Local Cash and/or In Kind Match Calculator:

Minimum Match (Local Cash and/or In Kind) based on Total Title III-B Request	\$ 6,974	Total Match (Local Cash + In Kind) Budgeted:	\$ 67,440	Additional Match Needed (or More than Needed)	\$ (60,466)
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Note: Title III-B requires a 10% Local Cash and/or In Kind Match.

APPLICATION NARRATIVE

Section 1: Project Direction: The City of Lamar Community Resource and Senior Center offers a range of programs and services for Prowers County's aging residents, coordinated by Lamar Senior Citizens, Inc., a non-profit led by a local group of active seniors. The City of Lamar has owned and maintained the building that the Center is located in since 2000. The City also contracts with the State of Colorado to house the Lamar Workforce Center on the west side of the building and has partnered with Sage Nutrition to provide meals for seniors for many years. The City partnered with Prowers County to cover the Center's operational and maintenance costs from October, 2000 until December 31, 2022 and took full responsibility for the Senior Center on January 1, 2023. The City hired a full-time custodian to maintain the building on January 2, 2023.

Prowers County and Lamar Senior Citizens, Inc. still collaborate to distribute monthly commodities at the Senior Center.

The Senior Center is open from 8:30 – 4:30, Monday through Friday for normal activities and also open 6:00 p.m. to 9:00 p.m. on Tuesdays and Thursdays. It can be reserved and rented any other evenings and weekends, although a Lamar Senior Citizens Board member is present in the center during all off-hours events. The Computer Lab and Pool/Snooker Room are open during regular Senior Center hours. The Center's scheduled list of activities include:

Mondays: Ceramics (9am-12pm), Bridge (1pm)

Tuesdays: Bible Study (11am), Games & Marbles (5pm-9pm)

Wednesdays: Bridge Club

Thursday: Jam Session, Games and Marbles (6pm-9pm)

Friday: Brush and Palette, Bingo (2nd & 4th Fridays of the month, 9:30-10:30am)

The City is excited to work with the Lamar Senior Citizens, Inc to create additional capacity and expand services to seniors to better serve our Prowers County senior population. If funded, the City would like will hire a fulltime manager to oversee daily operations, assist with organizing and scheduling activities, and locate additional resources for seniors in need. If skillsets align, the manager will also offer basic computer classes and workshops for seniors. It is the City's desire to expand on the existing programming, bring in more senior-oriented entertainment, and offer additional resources to area seniors.

Section 2: Project Plan: The City of Lamar's priority in this grant cycle will be to hire a full-time Senior Center manager in addition to the full-time custodian already employed at the Center. From a facility standpoint, the City would like to refinish the main room dance floor as well as resurface and line the parking lot for the Center users' safety. The City intends to continue to work with Prowers Area Transit to secure transportation to and from the Center for low income seniors. And the City is also currently working on renewing its intergovernmental agreement with Sage Nutrition to provide senior meals, continuing into the foreseeable future.

Section 3: Outcomes: The City will continue to maintain the Senior Center building and parking lot to ensure the safety of everyone who uses the facility. It intends to continue and expand services to our

aging Lamar and Prowers County residents, providing new educational and recreational opportunities as they are identified. With set hours, a full-time manager will lend consistency and continuity to Center operations. The Center Manager will provide hands-on assistance to seniors, educating them about available programs and referring them to additional resources. The position will also create new partnerships with aligning local organizations to strengthen and promote the Center.

The Center will offer a safe and friendly environment for Prowers County seniors to socially connect with friends and family, receive nutritional meals, learn new hobbies and skills, and have access to important resources to continue to live independently and maintain physical and mental health. A full-time manager would give the City the capacity to achieve these important goals.

Section 4: Information and Assistance Services: The City of Lamar employs a full-time Marketing & Communications staff member. The Center Manager will work closely with the Marketing/Communications Coordinator to identify all prevalent ways to deliver information regarding activities and services to our service area, including communications and materials in Spanish. The Manager will also work closely with Lamar Senior Citizens, Inc. to promote activities and services. The Center Manager will work with the Prowers County Departments of Human Services and Public Health, Prowers County Transit, the Cornerstone Resource Center, Sage Nutrition, the Lamar Workforce Center, and other agencies that serve seniors to provide information regarding available services to current and prospective users. The Center Manager will be a consistent, on-site resource for seniors who need additional services.

Section 5: Targeting:

By design, the Lamar Community Resource and Senior Center directs services to senior citizens. Partnering with Lamar Senior Citizens, Inc. to run the center helps ensure that Seniors are the primary audience for its use, services, and activities. Cross-promoting the Senior Center with aligning healthcare and social service organizations serving seniors will introduce and reinforce the message that the center is open to all area seniors, regardless of ability to pay, race/ethnicity, or other often limiting factors. And contracting with Sage Nutrition for senior meals also targets this population directly and connects seniors with the Center.

Section 6: Outreach Services:

The Senior Center's outreach services will target all Prowers County senior citizens including socially and economically disadvantaged, minority and rural county residents. Bilingual interpreters are available at the Workforce Center, Sage Nutrition, City Complex, and Prowers Transit. It will be our goal to accommodate all citizens, whenever possible. The City will use print and radio public service announcements, posters and flyers posted at agencies working with seniors, newsletters, social media, the City of Lamar smartphone app, and the City's website to reach as many citizens as possible.

Section 7: Additional Information: The City of Lamar did not receive Prowers County's notice that it was terminating its Senior Center cost sharing agreement until after the City of Lamar's 2023 Budget had been adopted. Lamar would greatly benefit from Title III funding assistance, since it had not anticipated the full cost of a custodian and manager. This would be the City of Lamar's first year to receive funding directly from LAVAAA, although Prowers County did contribute a portion of their grant funding to the City to assist in paying the building's operating expenses.

**Statement of Intent
& Acknowledgment of Assurance of Compliance**

This project plan is submitted for the period **July 1, 2023 – June 30, 2024**. The applicant agency identified will assume full responsibility to develop and administer the annual plan in accordance with the requirements of the Older Americans Act and related State Unit on Aging Policies & Procedures.

The applicant agency confirms it has received and understands the administrative requirements set forth in the Assurance of Compliance with the Lower Arkansas Valley Area Agency on Aging.

It is understood and agreed by the applicant agency that: (1) Funds contracted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and in accordance with the State of Colorado and the Administration on Aging of the US Department of Health and Human Services; (2) Any proposed changes to this proposal as approved will be submitted in writing by the applicant agency and upon notification of approval by the Lower Arkansas Valley Area Agency on Aging shall become a part of this agreement; and (3) Funds awarded as a result of this application may be terminated at any time for violation of any terms and requirements of this agreement and that applicants may be asked to accept a contract for a reduced amount of services with a proportional reduction in grant award dependent on total Federal and state funds available and passed through the Lower Arkansas Valley Area Agency on Aging.

Service Area

Applicant Agency

Printed Name, Project Director

Signature

Date

Printed Name, Authorized Official

Signature

Date

Printed Name, Project Advisory Board

Signature

Date

Agenda Item No. 9

Council Date: 05/22/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Lease Agreement with The Aqua-holics Rentals LLC

INITIATOR: Kendra Cope, Parks & Rec Facilities Manager CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve the Lease Agreement with The Aqua-holics Rentals LLC for the lease of the building located at 5 Valco Road, Lamar CO 81052

STAFF INFORMATION SOURCE: Kendra Cope, Rick Akers, Kristin Schwartz

BACKGROUND:

The City of Lamar enters into a Lease Agreement each year with the Aqua-holics Rentals LLC, for use of the North Gateway Park building located at 5 Valco Road, Lamar CO 81052 from June 1, 2023 to May 31, 2024.

RECOMMENDATION: Approve the Lease Agreement and Allow the Mayor to sign the Agreement.

LEASE AGREEMENT

This Lease Agreement is made this 16th day of May, 2023, between the City of Lamar, Colorado a Home Rule Municipal Corporation, whose address is 102 East Parmenter Street, Lamar, Colorado, 81052, "Lessor", and The Aqua-holics Rentals LLC, 7847 State Highway 196, CO 81052, "Lessee".

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

WHEREAS, Lessee is desirous of leasing the building located at 5 Valco Road, Lamar, CO 81052, near the two most easterly ponds on the Premises for a period of time as described herein, and

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

WHEREAS, Lessee shall run their business operation on the Lessor's Premises, from the building built by the Lessor ("Building") located on the Premises, and

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

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

1. DESCRIPTION OF PREMISES. Lessor, for the consideration of the payment of various rental payments and covenants hereinafter set forth, does hereby lease, let and rent unto Lessee, joint and severally, and Lessee does hereby lease, let and rent from Lessor the building indicated on and situate on land commonly known as 5 Valco Road, Lamar, CO 81052 shown on Exhibit A, attached hereto and incorporated herein.
 - a. The Building is the Building located on the map indicating the facility that the Lessee is permitted to use, attached hereto and incorporated herein by reference as Exhibit "A".
 - b. The Premises owned by the Lessor includes the land and Building (5 Valco Road, Lamar, CO 81052) at North Gateway Park.
2. TERM. The term of this Lease Agreement shall be for one year, beginning on June 1, 2023 and ending on May 31, 2024, and upon approval of the Lessor and shall be renewed annually. This Lease may be terminated by Lessor or Lessee at any time with thirty (30) days written notice prior to termination.

3. RENT. Lessee shall pay Lessor the following rent:
 - a. Rent shall be paid by Lessee to Lessor on the first day of each month at the full rental rate of Two-Hundred and 00/100 Dollars (\$200.00) per month until such time as the initial term of the Lease expires. Lessee shall have a grace period until the fifth day of each month before the rent becomes delinquent and Lessee shall pay a late rent charge of Twenty-Five and NO/100 Dollars (\$25.00) if the rent is not paid by the fifth day of each month. In the event Lessee holds over under this Lease with Lessor's consent, this Lease shall become a month-to-month Tenancy under the same terms and conditions as set forth in this Lease.
 - b. All payments of rent owed to Lessor shall be paid to Lessor at Lessor's address set forth above or as may be otherwise directed by Lessor in writing.
 - c. Lessor shall have the right to inspect the Building for any purpose at any reasonable time, with written notice being provided at least 24 hours in advance of any request.
 - d. Failure to pay any amounts when due, unless agreed to by the Lessor, within ten days from the date of such default, shall result in an interest charge on said due but unpaid amounts at the rate of 21% per annum.
4. PEACEFUL POSSESSION. Lessee agrees to pay the rental as provided for herein and perform the conditions and covenants contained in this Lease Agreement, and shall and may peaceably and quietly have, hold, and enjoy the Building for the stated term, and at the end or other expiration of the term shall deliver up the Building in good order or condition, damage by the elements excepted.
5. PURPOSE. Lessee agrees to take good care of the Building and Premises and to use the Building only in the operation of the business' purpose to sell, Lease and rent business for non-motorized watercrafts; rent business for kayaks, canoes and paddleboats; and sell live bait for fishing and concession items such as soft drinks and snacks. Lessee agrees not to use or permit the Building or any part of the Building to be used for any other purpose without the prior, express, and written consent of Lessor. Lessee shall be permitted to lease out non-motorized watercrafts for the use on the two most easterly ponds shown on the Exhibit "A" map. Lessee understands and agrees that the non-motorized watercrafts shall not be used on the most westerly pond.
6. COMPLIANCE WITH LAWS. Lessee, at Lessee's own cost and expense, shall promptly comply with all laws, orders, and regulations of federal, state, county, municipal, and township authorities and comply with all safety regulations and requirements with the Colorado Division of Wildlife, and with any direction of any public officer or officers pursuant to law that shall impose any regulation, order, or

duty on Lessor or Lessee with respect to the Building or the use and occupation of the Building as part of the operation of the rental operations of the business.

7. DEFAULT BY LESSEE.

- a. If Lessee shall default in any of the terms and conditions of this Lease Agreement, or if the Lessee's business location is not kept in good operating condition, or if Lessee abandons the property, then, in any one or more of such events, on the Lessor serving a written 30 days' notice on Lessee specifying the nature of the default, and on the expiration of such 30 days, if Lessee shall have failed to comply with or remedy the default or if the default cannot be completely cured or remedied within such 30 days and if Lessee has not diligently commenced curing the default within such 30 day period and shall not with reasonable diligence and in good faith proceed to remedy the default, then Lessor may serve a 10 day notice of cancellation of this Lease Agreement on Lessee. On the expiration of the notice period, this Lease Agreement and its term shall end and expire as fully and completely as if the date of expiration of the 10 day period was the day fixed in this Lease Agreement for the end and expiration of the Lease Agreement. Lessee shall then quit and surrender the Building to Lessor.
- b. If Lessee shall default in the payment of any amounts due, as provided in this Lease Agreement, then Lessor may, on 10 days' written notice, reenter the Building either by force or otherwise and dispossess Lessee by summary proceedings or otherwise and remove Lessee's effects and hold the Building as if this Lease Agreement had not been made. Lessee waives service of notice of intention to reenter or institute legal proceedings to that end.

8. MAINTENANCE, IMPROVEMENTS, ALTERATIONS AND REPAIRS.

- a. There will be no improvements or alterations to any of the Building without the express written permission of the Lessor. When improvement or alterations are requested permission or denial shall be granted within a reasonable time. If repairs are necessary to maintain the working conditions of the Building itself and are time sensitive so as to constitute an emergency, the improvement may be made without prior written permission, provided that reasonable attempts shall be made by Lessee to verbally notify Lessor and to obtain verbal permission.
- b. Lessor shall be responsible for all maintenance and repairs of the Building unless damages are caused by Lessee's negligence or intentional conduct.
- c. Lessee will be responsible for all maintenance and repairs on all rental equipment and non-motorized watercrafts and all other assets owned by the Lessee.

- d. Lessee shall notify the Lessor in writing, in a timely manner of any damages or necessary building maintenance or known safety issues with the Premises.
 - e. Lessee shall keep the Lessee's Building in good working order and Lessee further agrees to keep the Building and all parts of the Premises near the Building in a clean and sanitary condition, free from inflammable materials, trash, litter, dirt, debris, and obstructions.
 - f. The Lessor shall be given and shall have at all times a current key for access to all areas of Building, including any air conditioning units, furnace rooms, electrical breaker box area and all other areas so it can have access to all areas in case of emergency. Failure to provide such access limiting Lessor's ability to minimize or limit damages to the Building will result in the Lessee, its managers, employees, successors and/or assigns to be responsible for any and all structural damage, personal liability claims, and property damage that may result by reason of non-access to the area.
9. LIABILITY OF LESSOR. Lessor shall not be responsible for the loss of or damage to property or injury to persons, occurring in and about the Premises, by reason of any existing or future condition, defect, matter, or thing in or on the Building or the property of which the Premises are a part, or for the acts, omissions, or negligence of other persons in and about the Building.

10. LIABILITY INSURANCE.

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

11. WAIVER.

- a. The receipt by Lessor of the rent from Lessee with knowledge of a breach of any covenant of this Lease Agreement shall not be deemed a waiver of

the breach, provided that the provisions of Section Seven of this Lease Agreement are complied with.

- b. No provision of this Lease Agreement or any of the agreements covering the rental of the non-motorized watercraft shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

12. UTILITIES. Lessee shall promptly pay the expenses for its telephone service and sewer expenses. Lessor will pay all electricity and water expenses.
13. CONDUCT. To never permit nor suffer any disorderly conduct, noise of nuisance whatever about the premises having a tendency to annoy or disturb any persons occupying adjacent premises.
14. INSPECTION BY LESSOR. Lessor shall have the privilege of inspecting the Building at reasonable times during the duration of this Lease Agreement and any and all extension and renewals by giving Lessee 24 hours prior written notice of the inspection unless an emergency exists upon which no notice is required.
15. LESSEE'S BANKRUPTCY. If at any time during the term of this Lease Agreement Lessee shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law or if a receiver shall be appointed for Lessee, then Lessor may, at the Lessor's option terminate this Lease Agreement, the exercise of such option to be evidenced by notice to that effect served on the assignee, receiver, trustee, or other person in charge of the liquidation of the property of Lessee or Lessee's estate. Such termination shall not, however, relieve or discharge any payment of rent payable under this Lease Agreement and then accrued or any liability then accrued by reason of any agreement or covenant contained in this Lease Agreement on the part of Lessee or Lessee's legal representative.
16. VENUE. Any dispute arising under this Lease Agreement that cannot be settled by the parties shall be settled by filing an action in the District or County Court for Prowers County Colorado, whichever court has appropriate jurisdiction.
17. NOTICES. Service of any notice required or agreed to be given under this Lease Agreement shall be sufficient if sent by certified or registered mail addressed, if given by Lessor, to Lessee at the Building or, if given by Lessee, addressed to Lessor's address above set forth.
18. EXCLUSIVITY. The foregoing rights and remedies are not intended to be exclusive but are in addition to all rights and remedies the parties would otherwise have by law.

19. SUBLEASING. Lessee expressly agrees that Lessee shall not lease, sublease or assign all or any portion of this Agreement to any third parties, without the written consent of the Lessor first being had and obtained.
20. BINDING EFFECT. All of the terms and conditions of this Lease Agreement shall inure to the benefit of and be binding on the respective heirs, executors, successors, and assigns of Lessee and Lessor.
21. GOVERNING LAW. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
22. ATTORNEY'S FEES. If any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the attorney's fees of the successful party.
23. ENTIRE AGREEMENT. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent they are incorporated in this Lease.
24. MODIFICATION OF AGREEMENT. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
25. COUNTERPARTS. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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

THE AQUA-HOLICS RENTALS
LLC

Taylor Diane Wertz, Member

CITY OF LAMAR

Kirk Crespín, Mayor

Agenda Item No. 10

Council Date: 5-22-2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Changing a budgeted purchase item to a higher priority need

INITIATOR: Sue Lathrop

CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Allow line item change

STAFF INFORMATION SOURCE: Sue Lathrop, Pat Mason

BACKGROUND:

The City Council previously budgeted for the \$4,500 purchase of a new projector for the Cultural Events Center. It has become apparent to the Library Director and the Friends of the Library that another need should take priority over that purchase, and we would instead like the Council to approve the purchase of a 40-foot storage container for the library, to be housed on Public Works property.

The library previously used the garage for storing large items, such as displays not being used, extra shelving, parade items, unused decorations, set pieces, and so on. However, the garage is now used for the Friends of the Library book sale, which earns several thousand dollars a year to pay for library programs such as Summer Reading, Holiday events, speakers, and so on. This means we have no place to safely store large items.

The 40-foot storage container, costing a one-time \$7,000 (this includes shipping), would solve that need. The Friends of the Library have donated \$1,000 for this project, and the Huddleston Butler Foundation has granted an additional \$2,500 for the project. We are also hoping for an additional \$500 from another source. This means the library needs to find \$3,000 to \$3,500 from its own budget. I feel that the projector purchase can be put off for a year.

Public Works Director, Pat Mason, obtained the bid of \$7,000 from a Lamar company, A1 Rental. To his knowledge, there are no other local providers.

RECOMMENDATION:

Approve the use of the funding previously set aside for the projector to be used on the permanent storage container for \$7,000.

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Request for Extra-Territorial Water and Sewer Service

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

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Patrick Mason

BACKGROUND:

Staff has received a request from Alfonso Holguin for water and sewer service for a single-family residence at 6626 Rodeo Drive Lot 26, Lamar, Colorado.

The residence is located outside the City Limits and therefore water and sewer service can only be provided with City Council approval and with the execution of an Extra-Territorial Water and Sewer Agreement.

If approved, the water and sewer service would be installed on existing City water and sewer lines that extend along West Maple Street to Rodeo Drive. Alfonso Holguin would extend private lines from that point to the residence.

RECOMMENDATION: Staff recommends approval of an extra-territorial water and sewer service agreement for Alfonso Holguin 6626 Rodeo Drive Lot 26, Lamar, Colorado.

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

THIS GRANT executed as of this 22nd day of *May, 2023*, by the City Council of the City of Lamar, Colorado, a Colorado Home Rule Municipal Corporation, with addresses for notice of 102 East Parmenter Street, Lamar, Colorado, 81052, hereinafter called and referred to as CITY, unto *Alfonso Holguin* with address for notice at 6626 Rodeo Drive Lot 26 hereinafter called and referred to as GRANTEE,

WITNESSETH:

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

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

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

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

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

6626 Rodeo Drive Lot 26
Lamar, CO 81052

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAMAR, COLORADO

Mayor

ATTEST:

City Clerk

Accepted and approved:

Alfonso Holguin
Grantee

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Request for Extra-Territorial Water and Sewer Service

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

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Patrick Mason

BACKGROUND:

Staff has received a request from Jose Ramos for water and sewer service for a single-family residence at 6626 Rodeo Drive Lot 27, Lamar, Colorado.

The residence is located outside the City Limits and therefore water and sewer service can only be provided with City Council approval and with the execution of an Extra-Territorial Water and Sewer Agreement.

If approved, the water and sewer service would be installed on existing City water and sewer lines that extend along West Maple Street to Rodeo Drive. Jose Ramos would extend private lines from that point to the residence.

RECOMMENDATION: Staff recommends approval of an extra-territorial water and sewer service agreement for Jose Ramos 6626 Rodeo Drive Lot 27, Lamar, Colorado.

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

THIS GRANT executed as of this 22nd day of May, 2023, by the City Council of the City of Lamar, Colorado, a Colorado Home Rule Municipal Corporation, with addresses for notice of 102 East Parmenter Street, Lamar, Colorado, 81052, hereinafter called and referred to as CITY, unto *Jose Ramos* with address for notice at 6626 Rodeo Drive Lot 27 hereinafter called and referred to as GRANTEE,

WITNESSETH:

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

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

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

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

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

6626 Rodeo Drive Lot 27
Lamar, CO 81052

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAMAR, COLORADO

Mayor

ATTEST:

City Clerk

Accepted and approved:

Jose Ramos

Grantee

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Pocket Park Bids

INITIATOR: Stephanie Strube, Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Agreement from Grett Electric for Pocket Park Lighting Project and authorize the Mayor to sign.

STAFF INFORMATION SOURCE: Stephanie Strube, Building Official, Kristin Schwartz City Treasurer

BACKGROUND:

There is a need for updated lighting and more heating in the Pocket Park. These improvements are an asset to the citizens who utilize the park for gatherings, lunches, or just a stroll in the evening. A grant was received by the City for updated lighting and heating by the CDOT Revitalization grant. The grant will be used to update service to a new 200A service, install of (4) 6000 watt electric heaters; (11) 1800 lumen wall sconces, (5) pathway lights in the flower box, (8) lights under the canopies, plug ins and wiring for "future" speakers, and security lights. The security light itself is on a separate grant.

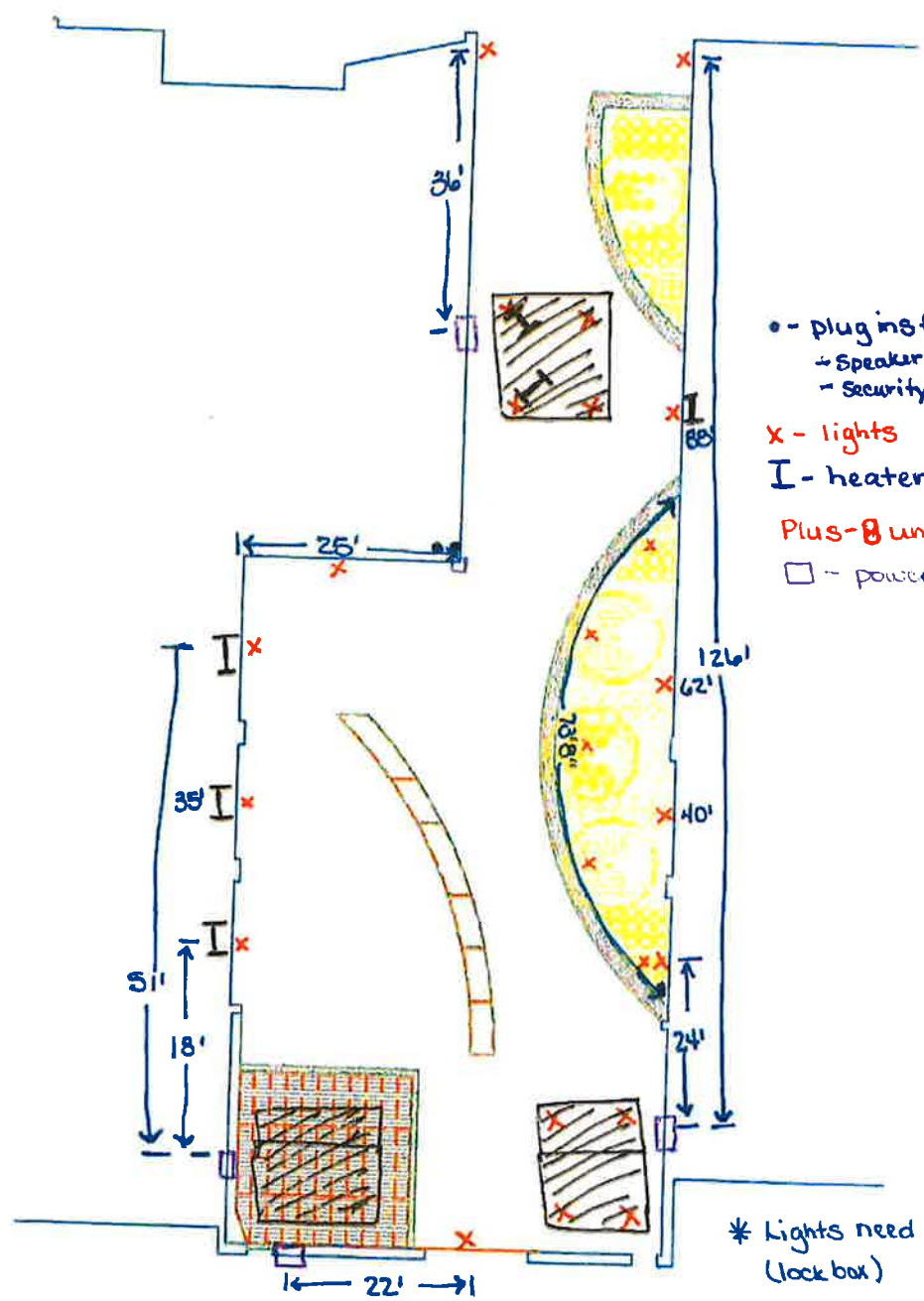
The proposed layout is attached along with three bids from contractors for the work.

RECOMMENDATION:

City Council approve the bid from Grett Electric for the Pocket Park Lighting Project and authorize the Mayor to sign the agreement or as council recommends.

MAIN STREET

POCKET PARK



- o - plug ins for:
 - Speaker
 - Security light
- x - lights
- I - heaters (4)
- Plus-8 under canopy lights
- - power

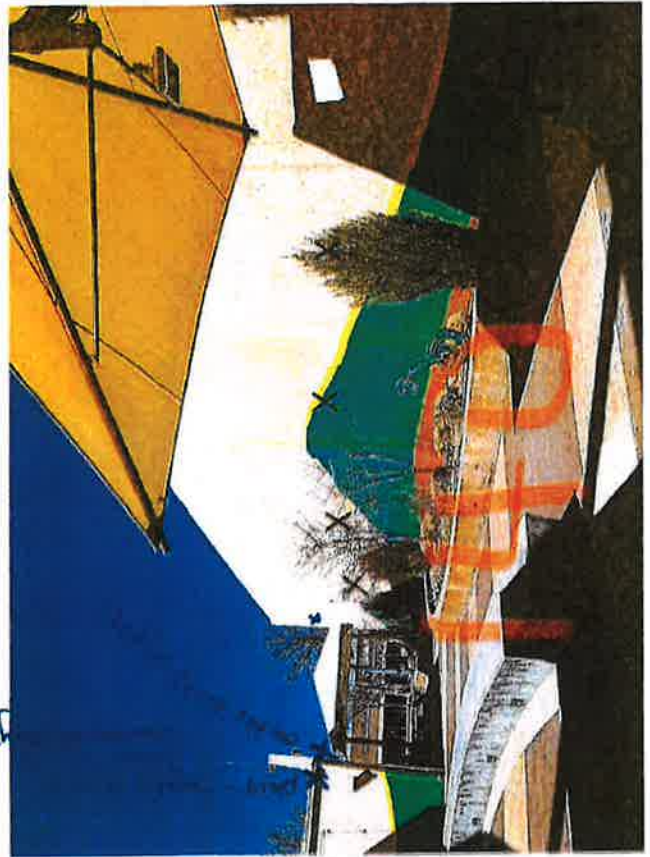
APRIL 2023

* Lights need a Switch to turn off/on (lock box)

ALLEY

X- lights

This is to give an idea of placement
on walls.



ASK AN EXPERT 844.304.9351

Search Woodland Direct

Wall & Ceiling Mount Heaters

(Need 4)

Promo code: INFRA15 | [Click to Copy](#)



Infratech CD Series Heater - 6000 Watt

by Infratech

Item # M55700038

BUILD YOUR PRODUCT:

[Clear All](#)

- ✓ 1. Voltage * 277 Volts
- ✓ 2. Color * Black
- ✓ 3. Control * No Thank You
- ✓ 4. Contemporary Motif Upgrade * No Thank You

Ships Within 1 to 2 Business Days

Ships Quick FREE Ground Shipping

\$948.00 QTY

Save \$142.20 with promo code INFRA15

SHARE:



PRODUCT DETAILS

The Infratech CD Series Heater - 6000 Watt is a dual element heater provides more concentrated heat for larger scale applications. This heater is 61.25" long and offers 6,000 watts, to make sure you have the perfect heating coverage for your insulation. Multiple control options are available for this patio heater as well; please call 844.304.9351 for help with setting up the most ideal control system.

The Infratech CD Series Heater - 6000 Watt is the ideal patio heater for locations with mounting heights of 7-11 feet, where it's sleek design blends seamlessly with the surrounding decor. The ability to choose from one of the available color options adds to its flawless decor blend. This patio heater also comes with the ability to be mounted in multiple ways, such as flush, ceiling, wall, and pole mount. These low profile heaters are suitable for indoor and outdoor installations, and offer a sophisticated look.

Features:

- 6,000 watts
- Mounting options include: Flush, Ceiling, Wall, Pole
- Available in 7 unique colors
- 240 Volts

Eligible for a Product Warranty [Read the Details >](#)

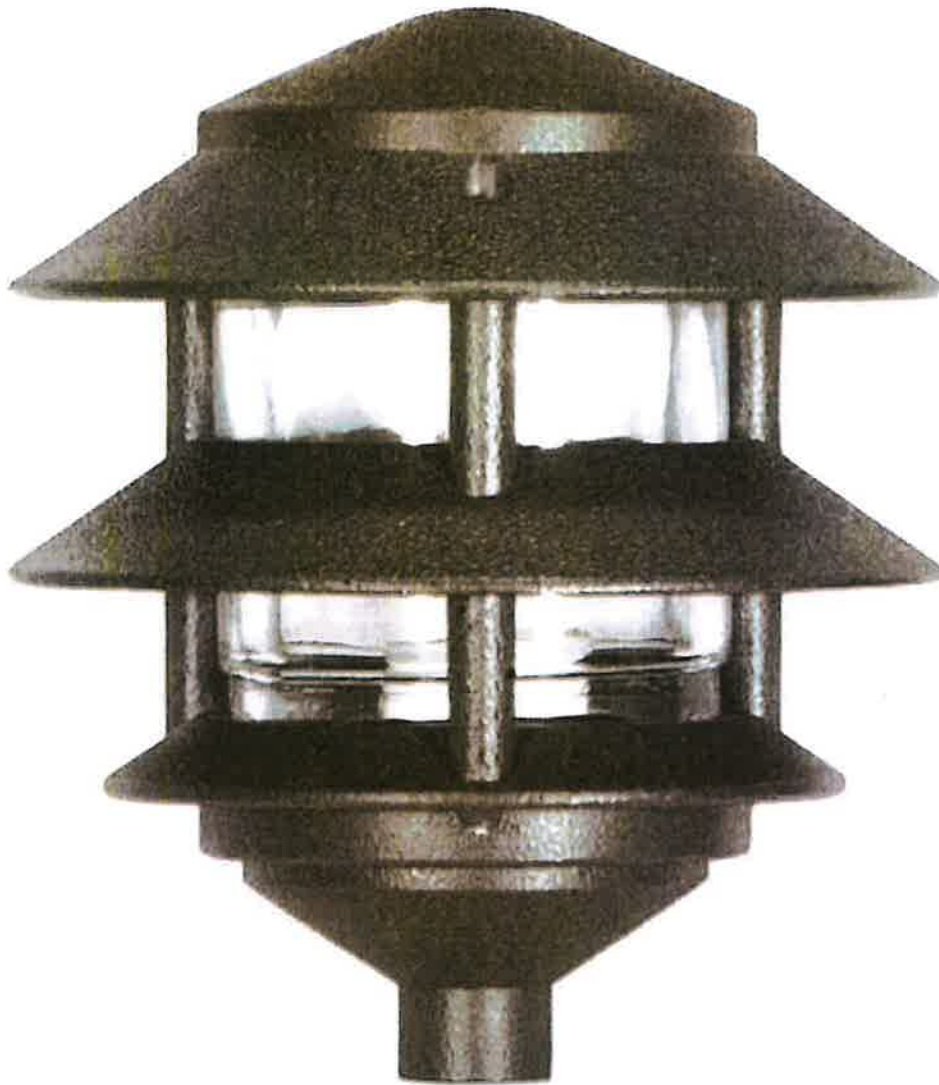
[Home \(/\)](#) / [Commercial Lighting Fixtures \(/category/lighting-fixtures\)](#) / [Landscape Lighting \(/category/outdoor-lighting\)](#)
/ [Pathway Lights - Garden Pathway Lights \(/category/pathway-lights\)](#)

NUVO LIGHTING

(0) [Write a review](#)

Nuvo 76-632 - Pagoda Pathway Light

75 Watt Max. - 2 Louver - Small Hood - Old Bronze Finish - 120 Volt



1000Bulbs.com *(Need 11) lights*

[Home \(/\)](#) / [Commercial Lighting Fixtures \(/category/lighting-fixtures\)](#) / [Decorative Lighting \(/category/decorative-lighting\)](#) / [Decorative Wall Fixtures \(/category/decorative-wall-lighting\)](#)

NUVO LIGHTING

(0) [Write a review](#)

1800 Total Lumens - 20 Watt - 3000 Kelvin - LED Outdoor Wall Sconce Fixture - Direct and Indirect Light

Bronze Finish - 90 CRI - 5-Year Warranty - Nuvo 62-1146R1



(Need 8
or something similar)
Under Canopies

PLT SOLUTIONS 

4.9 (10)

[Write a review](#)

4500 Lumen - 35 Watt - 5000 Kelvin - LED Canopy Fixture

Replaces 150 Watt Metal Halide - 120-277 Volt - PLT-11928





May 3rd, 2023

City of Lamar
Stephanie Strube
City of Lamar Building Department
Stephanie.strube@ci.lamar.co.us
719-336-2085

Re: Pocket Park

Grett Electrical Contracting Inc. is pleased to provide you with the following estimate. We hereby propose to furnish the material and perform the labor necessary for the above project as per plans and specifications provided.

Price to Include:

- Install all heaters, lights, and receptacles as per plans.
- Install new flower bed lighting.
- Install new 200A service, and re-feed existing panel. .
- Install lockable boxes for all devices.
- Provide power for security and speakers.

\$ 23,900.00

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

Respectfully submitted,

Elmer Grett
Owner
Grett Electrical Contracting, Inc.

LAMAR, CO
PO BOX 1195
719-336-8480
grettelectric@gmail.com

	<p>27800 CR. 25.5 Springfield, CO 81073</p> <p>Springfield Region 1: 719-353-2410 E-Mail: b.ellis@evergreenelectricllc.net</p> <p>Lamar Region 2: 719-691-1872 E-Mail: d.reyes@evergreenelectricllc.net</p>
<p>SPRINGFIELD, CO (719) 353-2410</p>	
<p>LAMAR, CO (719) 691-1872</p>	

Proposal To: City of Lamar

Re: Electrical Bid
Pocket Park

We propose to furnish and install the electrical work as described below per the Plans and Specs provided by Stephanie Strube.

Included:

- 1) Per the plans and specs provided as of 5/1/2023
- 2) Demo of existing electrical work.
- 3) Provide and install Electrical connections to all heaters, lights and outlets per the plans.
- 4) Provide Labor and miscellaneous materials for a complete and successful project.
- 5) New heater contactor box for local control of new heaters.
- 6) Flower bed lighting and lighting control.
- 7) 200 amp service upgrade.
- 8) Lockable boxes for all devices

Excluded:

- 1) City of Lamar building permits and fees.
- 2) Festoon lighting
- 3) Speaker wiring

Price:.....\$24,150.00
(Twenty four thousand, one hundred and fifty dollars and zero cents)

*Base Bid above does not include any expedited fees, market fluctuations
Costs After **14 days** of Bid.

Respectfully Submitted,

David Reyes

David Reyes
Owner
Evergreen Electric
Lamar, CO

Project: Pocket Park Heating and Lighting Project
Contractor: Grett Electric
Total Cost: \$ 23,900.00
Term: _____
Acct. or P.O. #: _____



102 East Parmenter
Lamar, CO 81052
Phone No.: 719-336-4376
FAX No.: 719-336-1363

www.ci.lamar.co.us

OWNER-CONTRACTOR AGREEMENT

THIS OWNER-CONTRACTOR AGREEMENT is dated as of the 22nd day of May, 2023, by and between the City of Lamar, Colorado, a Colorado home rule city and municipal corporation, (hereinafter called CITY), and Grett Electric, whose address is PO Box 1195, Lamar, CO 81052 (hereinafter called CONTRACTOR). CONTRACTOR agrees to work for CITY as an independent contractor, on the following terms and conditions contained in this Agreement.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Project": The Project is generally described as follows:
Pocket Park Lighting and Heating Project.

1.2 "Work": CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demo of existing electrical service replace with new 200 AMP service. Provide and install electrical connections to all heaters, light and outlets per the plans. New heater and power contractor box that is able to be locked. Power provided for security light, cameras, and speakers. Purchase and install (4) 6000-watt heaters, (5) Pagoda pathway lights, (11) 20-watt outdoor wall sconce, (8) LED canopy fixture for project.

1.3 "Site": The Site is the place where the Project is located, specifically Pocket Park, 109 S Main St., Lamar, Colorado 81052.

**ARTICLE 2
PROJECT REPRESENTATIVE**

CITY has designated a PROJECT REPRESENTATIVE; Stephanie Strube, Building Official, who is to act as CITY's representative and on CITY's behalf, assume all duties and responsibilities and have the rights and authority assigned to the PROJECT REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3
DESIGN SERVICES**

3.1 CONTRACTOR shall visit the Site, become familiar with the local conditions, and correlate observable conditions with the requirements of the CITY's Project.

3.2 *Design Documents:* Conceptualized documents establishing the size, quality and character of the Project, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work. (Article 1.2)

3.3 *Construction Documents:* CONTRACTOR shall also provide itemized construction cost estimates for all aspects of the job.

3.4 CONTRACTOR shall research diligently and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the CITY's requirements. In the performance of this obligation, CONTRACTOR shall make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, including, but not limited to, Title I of the American with Disabilities Act 1990, as amended, and all fire safety laws, codes, regulations or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements were applicable.

3.5 In development of the Project, CONTRACTOR shall ascertain CITY's requirements for the Project and shall verify and review such requirements with the CITY and PROJECT REPRESENTATIVE.

3.6 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of CITY. CONTRACTOR shall be responsible to the CITY for the acts and omissions of CONTRACTOR's employees, subcontractors and their agents and employees, and other persons performing any portion of CONTRACTOR's obligations under this Article 3.

**ARTICLE 4
CONSTRUCTION SERVICES**

4.1 The construction services to be performed hereunder shall commence upon the issuance of a NOTICE TO PROCEED.

4.2 CONTRACTOR shall review with the PROJECT REPRESENTATIVE the related project for approval by the CITY. When CONTRACTOR submits the Proposal, "Proposal" shall include specifications, and any other documents setting forth in detail the requirements for completion of the Work, and shall:

4.2.1 be consistent with the intent of the CITY's Project;

4.2.2 include documents customarily required for regulatory agency approvals.

4.3 Pursuant to the terms of this Agreement, CONTRACTOR shall provide or cause to be provided and shall pay for construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4 CONTRACTOR shall comply with laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the Work.

4.5 CONTRACTOR shall conduct the Work in accordance with the Contract Times (Article 5). CONTRACTOR shall adhere to the Contract Times and any changes made to such shall be mutually agreed to and evidenced by a Change Order.

4.6 CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously with respect to the Work at the Site and not be limited to normal working hours.

4.8 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss in connection with the Work. CONTRACTOR shall erect and maintain, as required by law based upon existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4.9 CONTRACTOR shall deliver all written warranties and equipment manuals with respect to the Work to the CITY through the PROJECT REPRESENTATIVE upon final completion of the Project.

4.10 The Site and surrounding area shall be kept free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations under this Agreement. At the completion of the Work, CONTRACTOR shall promptly remove from the Site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery, and surplus materials and leave the Site and surrounding area in a neat and clean manner.

4.11 CONTRACTOR shall coordinate with the PROJECT REPRESENTATIVE and utility companies to connect utilities to the Project. The expense of delivering such utilities to the Site will be paid for by CITY, separate and apart from the terms of this Agreement.

4.12 CONTRACTOR will be responsible for staffing with the expertise necessary to properly execute the supervision and construction of the Project. CONTRACTOR shall be responsible for providing a competent Project Manager and Superintendent for the duration of the Project (the "Key Personnel"). The Key Personnel will be the on-Site point of contacts for CONTRACTOR and will coordinate construction efforts with the CITY. The Key Personnel assume all duties and responsibilities for supervision and scheduling of all facets of construction including those of any subcontractors or suppliers for the Project. The Key Personnel shall be satisfactory to the CITY, in its reasonable opinion, and shall not be removed or replaced, unless the Key Personnel are unable to perform their duties due to illness or injury. In such case, Key Personnel of similar experience and qualifications shall be substituted. CONTRACTOR shall be additionally responsible for providing on the Project labor foremen and workmen skilled in the crafts and trades that they are supervising or performing.

4.13 CONTRACTOR shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment.

4.14 In connection with the Work, CONTRACTOR shall at all times be responsible for the conduct and discipline of its employees and to the extent within its reasonable control any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skills and experience to perform properly the work assigned to them.

4.15 CONTRACTOR is solely responsible for scheduling and coordinating the performance and furnishing of the Work. Any construction subcontract, sub-agreement, supply or material contract entered into by CONTRACTOR shall be for the benefit of the CITY.

ARTICLE 5 CONTRACT TIMES

5.1 The Work will be substantially completed within 120 days after the date when the Contract Times commence to run, but no Construction Services shall be done at the site prior to the date on which the Contract Times commence to run.

**ARTICLE 6
CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 6.1. below:

6.0. For all work, at twenty-three thousand and nine hundred dollars (\$23,900.00).

All specific cash allowances are included in the above price and have been computed in accordance as stated:

6.1 *Cash Allowances:* It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to CITY. CONTRACTOR agrees that:

6.1.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

6.1.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by PROJECT REPRESENTATIVE and/or CITY to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

6.2. CITY has appropriated funds equal to or in excess of the Contract Price.

**ARTICLE 7
PAYMENT PROCEDURES**

Application for Progress Payment: At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to PROJECT REPRESENTATIVE for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY's interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

7.1 *Progress Payments; Retainage:* CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT REPRESENTATIVE during construction as provided herein.

7.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as PROJECT REPRESENTATIVE shall determine, or CITY may withhold, not more than 5% of requested amount.

7.1.2. Upon Substantial Completion, payments shall be made in an amount sufficient to increase total payments to CONTRACTOR to at least 95% of the Contract Price if in the opinion of the CITY, satisfactory progress had been made in the Work, with the balance being retainage, less such amounts as PROJECT REPRESENTATIVE shall determine, or CITY may withhold, in accordance with 7.1.1.

7.1.3. Whenever CONTRACTOR receives payment pursuant to this paragraph 7.1., CONTRACTOR shall make payments to each of its Subcontractors of any amounts actually received that were included in CONTRACTOR's request for payment to CITY for such Subcontracts. CONTRACTOR shall make such payments within seven calendar days of receipt of payment from CITY in the same manner as CITY is required to pay CONTRACTOR pursuant to this paragraph 7.1. if the Subcontractor is satisfactorily performing under its contract with CONTRACTOR. CONTRACTOR shall provide Lien releases for all payments to subcontractors.

7.1.4. CONTRACTOR shall include a provision in all of its subcontracts requiring its Subcontractors to pay all Suppliers, sub-subcontractors, and laborers any amounts actually received that were included in the Subcontractor's request for payment to CONTRACTOR for such persons, in the same manner set forth in this paragraph 7.1. regarding payments by CONTRACTOR to the Subcontractor. Further, all said subcontracts shall include a provision that at the time the Subcontractor submits a request for payment to the CONTRACTOR, the Subcontractor shall also submit to the CONTRACTOR a list of the Subcontractor's Suppliers, sub-subcontractors, and laborers with lien release.

7.2. *Final Payment:* Upon final completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price as recommended by PROJECT REPRESENTATIVE.

ARTICLE 8 INTEREST

All moneys not paid when due shall bear interest at a rate not to exceed 8%.

**ARTICLE 9
CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

9.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, including "technical data."

9.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

9.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

9.4. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

**ARTICLE 10
CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:

- 10.1. This Agreement (pages 1 to 12, inclusive).
- 10.2. Notice to Proceed
- 10.3. Specifications and plans, to be developed pursuant to this agreement if different than proposal.
- 10.4. CONTRACTOR's Proposal, dated May 3, 2023.

There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided;

Amending Contract Documents: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 1.1. a formal Written Amendment,
- 1.2. a Change Order, or
- 1.3. a Work Change Directive.

Supplementing Contract Documents: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 2.1. PROJECT REPRESENTATIVE's approval of a Shop Drawing or Sample,
or
- 2.1. PROJECT REPRESENTATIVE or CITY's written interpretation or clarification.

**ARTICLE 11
MISCELLANEOUS**

11.1 In connection with the Work, the CONTRACTOR shall be responsible for the costs associated with obtaining, on a timely basis, the building permit and other permits and governmental fees, licenses, certificates, approvals and inspections necessary for proper execution and completion of the Project and compliance with laws and regulations that protect the environment, or human health and safety, as well as with other laws and regulations that may apply to the Project in any matter.

11.2. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Lamar: City of Lamar
102 E Parmenter St
Lamar, Colorado 81052

Contractor: Grett Electric
PO Box 1195
Lamar, CO 81052

Attn: Stephanie Strube
Telephone: 719-336-2085
E-mail: stephanie.strube@ci.lamar.co.us

Attn: Elmer Grett
Telephone: 719-336-8480

Project

Representative: Stephanie Strube
City of Lamar
102 E Parmenter St
Lamar, Colorado 81052
Telephone: 719-336-2085
E-mail: stephanie.strube@ci.lamar.co.us

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. This Agreement is between CITY and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

11.5. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.6. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, CITY's obligations under this Agreement are subject to annual appropriation by the City Council of the CITY. Any failure of the City Council annually to appropriate adequate funds to finance CITY's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

11.7. This Agreement is to be governed by the laws of the State of Colorado.

11.8. This Agreement may only be amended, supplemented, or modified in a written document signed by both parties.

11.9. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. This contract shall be governed by the laws of the State of Colorado. Venue for any disputes or actions at law shall be in the District Court for Prowers County, Colorado.

11.10. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11.11. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

11.12. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

11.13. *Immigration Status Obligations:*

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and the CITY within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if, within three days of receiving the certification required pursuant to sub-subparagraph (b)(2) of this section, the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's

performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, the CITY may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by the CITY.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

*****EXECUTION PAGE FOLLOWS*****

This Agreement will be effective on _____, 2023.

CITY OF LAMAR

[CONTRACTOR]

Mayor

By:

Title:

ATTTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:

License No. _____

Agent for service of process: _____

City Attorney

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Consulting Service Agreement with Warren Camp

INITIATOR: Rob Evans City Administrator CITY ADMINISTRATOR'S REVIEW: R/E

ACTION PROPOSED: Approve Agreement and authorize the Mayor to sign

STAFF INFORMATION SOURCE: Stephanie Strube, Lance Clark, Rob Evans

BACKGROUND:

The City of Lamar would like to request part time services of Warren Camp, contractor, as an independent contractor. Craig Brooks was consulting for the City, his contract was terminated on May 1, 2023.

Warren possesses the skills and ability to provide such building consulting that is needed by the City. His service would be to help be a sounding board when citizens are constructing their own projects.

Attached is an Independent Contractor Consulting Services Agreement for your review.

RECOMMENDATION:

Approve the Consulting Service Agreement with Warren Camp and authorize the Mayor to sign agreement or as council recommends.



City of Lamar
102 East Parmenter Street
Lamar, Colorado 81052

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

This Independent Contractor Consulting Services Agreement (the "Agreement") is entered into effective as of May 22, 2023 (the "Effective Date") by and between the city of Lamar, Colorado, a Colorado municipality (the "City") and Warren Camp (the "Consultant"). Each of the City and the Consultant are hereinafter a "Party" and collectively the "Parties."

WHEREAS, the City desires to retain the services of the Consultant and the Consultant is desirous and willing to accept such service arrangement and render such services, all upon and subject to the terms and conditions contained in this Agreement; and

WHEREAS, Consultant possesses the requisite skill and ability to provide such building official consulting as needed by the City; and

WHEREAS, the Parties desire to enter into an Independent Contractor Agreement whereby the Consultant will furnish services to the City upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and intending to be legally bound, the City and the Consultant agree as follows:

1. **Engagement.** The City hereby engages and retains the Consultant, and the Consultant hereby agrees to render services upon the terms and conditions hereinafter set forth.

2. **Term.** This Agreement shall be for a term commencing on the Effective Date and terminating 12 months after the Effective Date (the "Term"), unless sooner terminated in accordance with the provisions of Section 3.

3. **Services.** The Consultant will provide the City consultation support and assistance as needed, if needed, for City employees with routine building inspector duties, that includes, but is not limited to, inspection and finishing up of current ongoing projects, etc. via the phone, computer, and in person starting on May 22, 2023, at a flat rate of \$ 40.00 per hour. This fee is all inclusive with no additional benefits, specified or implied. Billing will be submitted via a computer e-mail on a bi-weekly basis on Fridays with payments to be made by City check every two weeks. This Agreement between the City and the Consultant can be terminated by the City at any time, upon a two-week prior written notice.

The Consultant acknowledges that the Consultant's services are entirely based on an as needed, and if needed bases by the City. Further, Consultant acknowledges that City employees are not employees of the Consultant. The Consultant shall use its best efforts to perform the

services pursuant to this Agreement competently, carefully, faithfully and shall devote sufficient availability, time and energies necessary to perform the Services.

4. **Performance.** Consultant shall perform hereunder in conformity with usual and prevailing standards of craftsmanship and workmanship in the community of Prowers County, Colorado, in a diligent manner and on a timely basis.

5. **Independent Contractor.** It is expressly recognized that Consultant is performing hereunder as an independent Consultant, subject to the following understandings, agreements, and standards, to wit:

- a. City does not require Consultant to work exclusively for the City, however, Consultant may at Consultant's own choosing work exclusively for City only for the term of this independent Consultant Agreement;
- b. City provides plans, specifications, and guidelines, only, pursuant to this Agreement, but City shall not oversee the actual work or instruct Consultant as to how the work will be performed;
- c. Consultant shall only be paid hereunder the fixed rate as described herein;
- d. City shall not dictate the time of Consultant's performance, except that Consultant shall consult with City to establish a range of mutually agreeable work hours;
- e. It is understood that City will pay Consultant individually;
- f. The business operations of Consultant shall remain, in all aspects, separate and distinct from City's business operations;
- g. Consultant is NOT entitled to workers' compensation benefits, and Consultant IS OBLIGATED to pay Federal and State Income Tax on any sums earned pursuant to this Agreement; and
- h. Consultant shall comply with all laws, orders, ordinances, codes, and regulations of federal, state, county, municipal, and township authorities.

6. **Insurance.** It is understood that the Consultant, as an independent contractor, will furnish its own insurance and will not be eligible for insurance maintained by the City for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded to employees.

Consultant does hereby certify that Consultant is performing this Agreement as an independent contractor, and Consultant understands and acknowledges that Consultant is not, and will not become, subject to workers' compensation benefits, unemployment benefits, or any other fringe benefit which may be available to employees of the City.

7. **Indemnify.** Consultant, to the extent authorized by Colorado law, does hereby agree to indemnify and hold harmless City, its officials, agents, and employees, against any and all actions or claims from losses, injuries, damages, and liabilities to persons or property, caused wholly or in part or in connection with the Consultant's performance hereunder or by the acts or omission of Consultant, its agents, officers, or employees.

8. **Assignment & Binding Effect.** This agreement shall be and become binding upon and inure to the benefit of the Parties hereto, their successors and assigns, PROVIDED, HOWEVER, that no assignment of this Agreement shall be permitted by either party unless consented to, in writing, by the opposite party.

9. **Venue.** Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in a Court of competent jurisdiction in and for Prowers County, Colorado with the substantially prevailing party therein being entitled, as a matter of contract law, to recover its costs and expenses, including reasonable attorney and expert witness fees.

10. Should any provision of this agreement be considered void or waived, the remaining provisions of the agreement shall be effective independent of the void or waived provision.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF LAMAR, COLORADO a
Home Rule Municipal Corporation

By _____
Kirk Crespin, Mayor

Attest:

By _____
LINDA WILLIAMS, City Clerk

CONSULTANT

By _____
Warren Camp

Agenda Item No. 15

Council Date: May 22, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Independent Contractor Agreement - James Cisneros

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: 

ACTION PROPOSED: Approve contract with James Cisneros

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Rob Evans

BACKGROUND: The City has an opportunity to contract for economic development consulting services with James (J.B.) Cisneros in Partnership with Prowers Economic Prosperity. If approved, Mr. Cisneros will be working with the City and Prowers Economic Prosperity (PEP) staff to identify, recruit and secure additional business opportunities, primarily in partnership with identified tribal governments. These new businesses should leverage Lamar and Prowers County's assets and strengths as well as bring permanent full-time jobs and increase commercial investments. This assistance may also include creation of additional residential housing developments. The agreement is for a total of \$25,000 with an initial payment of \$15,000 and a final installment of \$10,000 once agreed outcomes have been met. PEP has agreed to contribute a total of \$10,000 with \$5,000 for the initial payment and \$5,000 when complete.

RECOMMENDATION: Approve Independent contractor agreement with James Cisneros.



City of Lamar
102 East Parmenter Street
Lamar, Colorado 81052

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

This Independent Contractor Consulting Services Agreement (the "Agreement") is entered into effective as of May 22, 2023 (the "Effective Date") by and between the city of Lamar, Colorado, a Colorado municipality (the "City") and James "JB" Cisneros (the "Consultant"). Each of the City and the Consultant are hereinafter a "Party" and collectively the "Parties."

WHEREAS, the City desires to retain the services of the Consultant and the Consultant is desirous and willing to accept such service arrangement and render such services, all upon and subject to the terms and conditions contained in this Agreement; and

WHEREAS, Consultant possesses the requisite skill and ability to provide such consulting for economic development as needed by the City; and

WHEREAS, the Parties desire to enter into an Independent Contractor Agreement whereby the Consultant will furnish services to the City upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and intending to be legally bound, the City and the Consultant agree as follows:

1. **Engagement.** The City hereby engages and retains the Consultant, and the Consultant hereby agrees to render services upon the terms and conditions hereinafter set forth.

2. **Term.** This Agreement shall be for a term commencing on the Effective Date and terminating on May 21, 2024 (the "Term"), unless sooner terminated in accordance with the provisions of Section 3.

3. **Services.**

Required Outcomes: The Consultant will provide the City consultation support and assistance as needed, if needed, for City employees with economic development consulting services, including but not limited to working with City and Prowers Economic Prosperity (PEP) staff to identify, recruit, and secure additional business opportunities, primarily in partnership with identified tribal governments starting on May 22, 2023. These new businesses should leverage Lamar and Prowers County's assets and strengths as well as bring permanent full-time jobs and increase commercial investments. This assistance may also include creation of additional residential housing developments. Required results include a net increase of 25 fulltime, permanent jobs through new businesses in Prowers County, or a new or refurbished commercial, retail property with 3 or more units, or a new

housing development with no less than 10 units, or a combination thereof to receive final payment.

4. **Payment.**

- a. Under the conditions as set forth in this Agreement, the total compensation under this agreement shall not exceed twenty-five thousand (\$25,000.00) unless authorized in writing by the City. There are no additional benefits, specified or implied. The City will issue an initial payment of fifteen thousand dollars (\$15,000.00) at the execution of this contract to begin work. To invest in this effort, PEP has approved its assistance with the City's payment obligation in this Agreement at their May 15, 2023 Board of Directors meeting. PEP has approved to pay the City five thousand dollars (\$5,000.00) at the beginning of this Agreement, and PEP has approved an additional five thousand dollars (\$5,000.00) to be paid to the City upon successful compliance with the terms of this Agreement, for a total contribution made by PEP to the City in the amount of ten thousand dollars (\$10,000.00).
- b. In the City's sole and absolute discretion, if the Consultant successfully complies with the Required Outcomes as stated in Paragraph 3(a) prior to May 21, 2024 (the "Term Expiration Date), or if the City agrees that the Consultant has met said Required Outcomes prior to the Term expiration, then the City will issue Consultant a final invoice of ten thousand dollars (\$10,000.00). Agreement between the City and the Consultant can be terminated by the City at any time, upon a two-week prior written notice. If the City terminates this Agreement prior to Term Expiration Date (May 21, 2024) or if the Agreement expires upon the Term Expiration Date without Consultant having met the Required Outcomes, then the City shall have no obligation to pay the remaining ten thousand dollars (\$10,000.00). The City shall have no claim to the initial payment of fifteen thousand dollar (\$15,000.00) paid to the Consultant. The Consultant shall have no claim to the contribution made by PEP to the City.
- c. The Consultant acknowledges that City employees are not employees of the Consultant. The Consultant shall use its best efforts to perform the services pursuant to this Agreement competently, carefully, faithfully and shall devote sufficient availability, time and energies necessary to perform the Services.
- d. The City agrees to provide Consultant with a primary City contact that will work directly with the Consultant to provide data and feedback, do research, answer questions within 48 business hours of communication. Although it will be important to hold weekly phone conferences with City staff, the primary means of communication will be email.

5. **Performance.** Consultant shall perform hereunder in conformity with usual and prevailing standards of craftsmanship and workmanship in his Consultant role and profession in the community of Prowers County, Colorado, in a diligent manner and on a timely basis.

6. **Independent Contractor.** It is expressly recognized that Consultant is performing hereunder as an independent Consultant, subject to the following understandings, agreements, and standards, to wit:

- a. City does not require Consultant to work exclusively for the City, however, Consultant may at Consultant's own choosing work exclusively for City only for the term of this independent Consultant Agreement;
- b. City provides guiding documents, specifications, and guidelines, only, pursuant to this Agreement, but City shall not oversee the actual work or instruct Consultant as to how the work will be performed;
- c. Consultant shall only be paid hereunder the compensation terms as described herein this Agreement;
- d. City shall not dictate the time of Consultant's performance, except that Consultant shall consult with City to establish a range of mutually agreeable work hours;
- e. It is understood that City will pay Consultant individually;
- f. The business operations of Consultant shall remain, in all aspects, separate and distinct from City's business operations;
- g. Consultant is NOT entitled to workers' compensation benefits, and Consultant IS OBLIGATED to pay Federal and State Income Tax on any sums earned pursuant to this Agreement; and
- h. Consultant shall comply with all laws, orders, ordinances, codes, and regulations of federal, state, county, municipal, and township authorities.

7. **Insurance.**

- a. It is understood that the Consultant, as an independent contractor, will furnish its own insurance and will not be eligible for insurance maintained by the City for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded to employees.
- b. Consultant does hereby certify that Consultant is performing this Agreement as an independent contractor, and Consultant understands and acknowledges that Consultant is not, and will not become, subject to workers' compensation benefits, unemployment benefits, or any other fringe benefit which may be available to employees of the City.

8. **Indemnify.** Consultant, to the extent authorized by Colorado law, does hereby agree to indemnify and hold harmless City, its officials, agents, and employees, against any and all actions or claims from losses, injuries, damages, and liabilities to persons or property, caused wholly or in part or in connection with the Consultant's performance hereunder or by the acts or omission of Consultant, its agents, officers, or employees.

9. **Assignment & Binding Effect.** This Agreement shall be and become binding upon and inure to the benefit of the Parties hereto, their successors and assigns, PROVIDED, HOWEVER, that no assignment of this Agreement shall be permitted by either party unless consented to, in writing, by the opposite party.

10. **Venue and Governing Law.** Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in a Court of competent jurisdiction in and for Prowers County, Colorado with the substantially prevailing party therein being entitled, as a matter of contract law, to recover its costs and expenses, including reasonable attorney and expert witness fees. The negotiation and interpretation of this Agreement shall be construed under and governed by the law of the State of Colorado.

11. **Counterparts.** This Agreement and any amendments thereafter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instruments. For purposes of executing this Agreement, scanned signatures shall be as valid as original.

12. **Waiver.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waive of any other right or power.

13. **Advisement.** Consultant has been fully advised to consult with independent legal counsel and tax advisors concerning the terms and conditions of this Agreement, as well as the advisability of entering into and executing this Agreement and are fully informed as to its contents.

14. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15. **Third Party Reliance.** This Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied.

16. **Authority to Execute.** The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this agreement and to bind their respective entities to the performance of its obligations hereunder.

17. **Entire Agreement.** Should any provision of this agreement be considered void or waived, the remaining provisions of the agreement shall be effective independent of the void or waived provision.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature on this Agreement that is delivered by facsimile transmission shall be binding upon the signatory in the same manner as the delivery of an original signature.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF LAMAR, COLORADO a
Home Rule Municipal Corporation

By _____
KIRK CRESPIAN, Mayor

Attest:

By _____
LINDA WILLIAMS, City Clerk

CONSULTANT

By _____
JAMES CISNEROS

Agenda Item No 17

Council Date 5/22/23

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

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

ITEM TITLE: Matter under C.R.S. Section 24-6-402(4)(f)

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: The executive session is for the purpose of receiving legal advice from the City Attorney under C.R.S. Section 24-6-402(4)(b) and for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f).

RECOMMENDATION:

LIBRARY REPORT

1st QUARTER, 2023

REPORTS	2019 YTD	2020 YTD	2021 YTD	2022 YTD	2023 YTD
Library Checkouts	12598	9839	6043	8259	8347
E-Books	1812	1424	1518	1421	1508
Library Visits	25366	23298	5993	12621	16466
Library Days Open	75	64	74	76	74
Titles added	361	387	643	526	464
Web Page Views	4914	2638	3081	4088	3189
Computer Usage	3270	2930	753	1680	1632
Wifi Logons	1447*	7910	3904	6326	4763
ILL : Borrowing	383	334	139	313	317
ILL: Lending	364	308	591	1314	1310
One-on-One Tutoring	10	31	0	7	10
CEC, HB Room X Used	69	89	47	50	82
Outreach Days Out	23	17	16	27	28
Outreach Places Visited	151	123	75	172	189
OR Est. People Contacts				1506	1773

Marketing	2019 YTD	2020 YTD	2021 YTD	2022 YTD	2023 YTD
Facebook Posts-1119 followers	178	145	151	134	205
Twitter -845 Followers	125	97	113	84	77
Email (Sent)	13020	14597	7455	4782	8617

*March only. Wifi tracking begins.

Library Information

The library hosted numerous programs January through March, including:

- The Winter Reading Challenge
- Regular Programming including: Book groups, Lego Club, story times, Pokémon Crew, Teen Club, Karaoke, Chair Yoga, Craft nights.
- Our Farmer’s Market and the Friends Book Sale worked well together to get cross traffic for mutual benefit and getting people into the library.
- A special performance about George Washington was presented by Mr. Gary Penley, and the Trailblazers began their rehearsals for Clue.
- Themed craft nights included making homemade bath salts, crafting winter decorations and designing succulent displays.
- We hosted celebrations for Valentine’s Day, President’s Day, St. Patrick’s Day and Dr. Seuss’s Birthday.
- We continue to provide Outreach services to the homes of people who can’t get out, to nursing homes, and to schools. We also provide a place for people to get free Legal Aid services.



The Lamar Public Library, through the Friends of the Library and the Dolly Parton Imagination Library, and with the help of funding from the State of Colorado, is sending books to 335 children, ages 0-5 years, every month for free. This will increase family reading and literacy in our area and give these kids a head start for school.



JUNE 2023

“For every minute you are angry, you lose sixty seconds of happiness.” Ralph Waldo Emerson

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p>L&P – Light & Power CB – Community Building CR – Conference Room CEC – Cultural Event Center C – Council Chambers</p>	<p>5 Council Reg. Mtg.- 7:00 pm-C</p>	<p>6 Utilities Bd.-12noon- L&P Board Room</p>	<p>7 Common Grounds Cultural Events Center 7:00 a.m.</p>	<p>8 Water Bd. - 5:00 pm Public Works Bldg. City Court – 6:00 pm – C-CR</p>	<p>9 Community Social (Swimming, BBQ, Movie)</p>	<p>10 Payroll Ends Craft Fair & Farm Market 9-1 CEC</p>
<p>11 18 FATHERS DAY</p>	<p>12 JUNETEENTH Recreation Bd. – 7:00 pm-CB</p>	<p>13 Bid Opening– 10:00 am CR</p>	<p>14 City Court – 6:00 pm – C-CR</p>	<p>15 Farm Market 8:00-1:00 at Chamber</p>	<p>16 Payroll Ends</p>	<p>17 Friends of the Library Monthly Book Sale 9 a.m. – 1 p.m.</p>
<p>25 CML CONFERENCE Free Dump Weekend 12:30 pm – 3:30 pm</p>	<p>26 CML CONFERENCE Council Reg. Mtg.- 7:00 pm-C</p>	<p>27 CML CONFERENCE Utilities Bd.-12noon- L&P Board Room</p>	<p>28 Coffee with Rob Lamar Truck Plaza 7am 7-8am Bike to Work Day CML CONFERENCE Safety Committee – 1:30 pm C Friends of the Library 5:00 pm at Library</p>	<p>29 City Court – 6:00 pm – C-CR</p>	<p>30 Free Dump Weekend 8:30am – 3:30pm</p>	<p>24 Payroll Ends</p>