

MONDAY, OCTOBER 9, 2023

**THERE WILL BE A
WORKSESSION BEGINNING
AT 6:00 P.M.**

**A REDEVELOPMENT
AUTHORITY BOARD MEETING
WILL FOLLOW
AT 6:30 P.M.**

**REGULAR CITY COUNCIL
MEETING
WILL BEGIN
AT 7:00 P.M.**

**CITY COUNCIL
WORK SESSION AGENDA**

Monday, October 9, 2023

6:00 p.m.

Item 1 – Crossroads HORIZON, Lamar’s Comprehensive Development Plan

Item 2 – Miscellaneous

Redevelopment Authority Board Meeting will follow at 6:30

Agenda Item No. 1
Council Date: 10/09/23

LAMAR CITY COUNCIL
WORK SESSION ITEM COMMENTARY

ITEM TITLE: Crossroads HORIZON, Lamar's Comprehensive Development Plan

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Information/Discussion

STAFF INFORMATION SOURCE: Anne-Marie Crampton

BACKGROUND: The City's timeline to create a new comprehensive development plan has begun. As the successful bidder, Ayres Associates has planned outreach discussions to speak with Council, City leadership, community leaders, and the Lamar High School Student Council on Monday, 10/6 and Tuesday, 10/7. Josh Olhava, the project lead from Ayres Associates, asked for time with Council to review priorities from the original 2004 Comprehensive Plan and discuss current vision and values for the community as part of the outreach kickoff effort.

The CDP must be completed by fall 2024, in addition to accompanying efforts that include a Transportation Plan element, a Three-Mile Plan (per State Statute), a Housing Analysis, and Intergovernmental Agreement coordination with the County for areas immediately surrounding the community.

RECOMMENDATION: Information only.

MEETING OF LAMAR REDEVELOPMENT AUTHORITY BOARD
CITY OF LAMAR, COLORADO
October 9, 2023
6:30 p.m.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
JOE GONZALES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
MIKE BELLOMY	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GERRY JENKINS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KIRK CRESPIN	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
MIKE DUFFY	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
MANUEL TAMEZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
BRENT BATES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
ROB EVANS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KRISTIN SCHWARTZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
LANCE CLARK	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GENERAL BUSINESS

Pledge of Allegiance

Meeting Called to Order

- Item 1 - Roll Call
- Item 2 - Approval of Meeting Minutes – 9/11/23
- Item 3 – Historic Cow Palace Inn Agreement

Item 4 – Tavern 1301 Agreement

Item 5 – 2024 Budget Hearing

Item 6 - Miscellaneous

City Council will follow at 7:00 p.m.

**CITY OF LAMAR
MINUTES OF THE LAMAR REDEVELOPMENT
AUTHORITY BOARD
September 11, 2023**

The Lamar Redevelopment Authority Board met in a regular session at 6:46 p.m. in the Council room with Chairman Crespin presiding.

Present: Joe Gonzales, Mike Bellomy, Gerry Jenkins, Kirk Crespin, Mike Duffy, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Don Steerman

Absent: Lance Clark

Approval of Meeting Minutes – 8/14/23

Boardmember Duffy moved and Boardmember Gonzales seconded to approve meeting minutes – 8/14/23.

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

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

Payment of Bills

Boardmember Gonzales moved and Boardmember Jenkins seconded to approve check#97458 to First Bank Card in the amount of \$276.00 for URA training – DCI Workshop in Trinidad.

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

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

Miscellaneous

Main Street Coordinator Alvarez has had two interested in submitting applications for facades and one for possible help with roof.

Adjournment

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

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

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

The meeting adjourned at 6:50 p.m.

Linda Williams – City Clerk

Kirk Crespin - Chairman

Agenda Item No. 3
Council Date: 10/09/03

LAMAR REDEVELOPMENT AUTHORITY

AGENDA ITEM COMMENTARY

ITEM TITLE: HISTORIC COW PALACE INN AGREEMENT

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: R/E

ACTION PROPOSED: Approve agreement

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Rob Evans

BACKGROUND: The Cow Palace's former owner requested the City's assistance in completing the hotel's renovation efforts and rebranding in 2019. The original request was for the City's help to remove existing asphalt and repave the hotel's parking lot. The Council approved an MOU worth \$55,000 in March, 2020. Since then, ownership has moved from Palace Holdings (Doug Thrall, managing partner) to Palace Innkeepers, Ltd., an LLC owned by Edwin John (EJ) Carpenter, Ezra Gutierrez, and Ron Nolde. The new owners have requested assistance with sales tax abatement to allow them to continue to complete renovations.

The Historic Cow Palace Inn now has 56 of the 98 rooms available, and it hosted its first event in the Empire Room on 9/30.

RECOMMENDATION: Approve Agreement.

URBAN RENEWAL AGREEMENT
HISTORIC COW PALACE INN

THIS AGREEMENT entered into on the ____ day of _____, 2023, by and between the LAMAR REDEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“LRA”) under the Urban Renewal Agreement for the City of Lamar, the CITY OF LAMAR, a Colorado Home Rule Municipal Corporation (the “City”), and PALACE INNKEEPERS LTD, a Colorado Limited Liability Company dba HISTORIC COW PALACE INN, as registered trade name, (the “Cow Palace”).

RECITALS

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

WHEREAS, the LRA is carrying out the Downtown Lamar Urban Renewal Plan (the “Plan”), which was adopted by the Lamar Redevelopment Authority Board on September 14, 2009; and

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

WHEREAS, the Cow Palace has applied to the City and LRA for incentives and has been awarded incentives consistent with the City and LRA’s incentives policy; and

WHEREAS, the Cow Palace has committed to certain economic development and qualifies for economic development incentives from the City, which are described in the City’s letters of intent; and

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

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

1.0 **PARTIES.** The parties to this Agreement (the “Agreement”) are, the Lamar Redevelopment Authority, the City of Lamar, and Palace Innkeepers Ltd, dba Historic Cow Palace Inn. The parties are also referred to herein collectively as the “Parties” or individually as a “Party”.

2.0 PURPOSE. Each of the undersigned representatives of the Parties hereto hereby represent they have full authority to bind the LRA, the City and the Cow Palace to the terms of this Agreement.

2.01 The Cow Palace owns the real property located at 1301 N. Main St, Lamar, Colorado (the "Property"), which is located within the boundaries of the Plan.

2.02 The owners of the Cow Palace are making certain improvements to the Property. The LRA and City desires to assist the Cow Palace in these improvements and additional site improvements such as installation of an elevator as well as renovation of banquet facilities and additional hotel rooms which aid is consistent with the intent and purpose of the Colorado Urban Renewal Law and the Plan.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement. The parties further agree that the work described in Section 4.01, below, shall show tangible progress and if it is not, the LRA and City may terminate this Agreement.

4.0 INCENTIVE CALCULATION AND AWARD. This Development Incentive is designed as a post-performance incentive and as such shall be calculated beginning on January 1, 2024, the first full year after a partial certificate of occupancy was issued on May 10, 2023 for the Cow Palace's Property for hotel room. Upon the Cow Palace providing the necessary and satisfactory proof to the City, the economic incentive provided annually to Cow Palace shall be structured as follows:

The Cow Palace will be provided a City of Lamar sales tax remittance in the amount of fifty percent (50%) of the City's sales tax for the Cow Palace. The first year of the incentive shall begin January 1, 2024 and shall end on December 31, 2024. This incentive Agreement shall apply for each subsequent twelve-month period beginning on January 1st to December 31 of each year (each "Incentive Year") for a total of five consecutive years, with this incentive Agreement terminating on December 31, 2028. During this Agreement, the Cow Palace shall pay all City sales tax to the City and LRA shall, within sixty (60) days of the end of each Incentive Year, remit fifty percent (50%) of the Cow Palace's annual City sales tax to the Cow Palace, with the last year of remittance occurring within sixty (60) days from this Agreement terminating on December 31, 2028. After December 31, 2028, the Cow Palace shall not be provided any City sales tax incentive under this Agreement, and this Agreement shall terminate.

This Agreement is contingent on the Cow Palace making reasonable progress toward completion of the improvements described in section 4.01 of this Agreement, which includes the improvements being made and that the work has been permitted, inspected and passed by the City of Lamar Chief Building Official.

4.01 Property Improvements. The project consists of renovation of the property at 1301 N. Main Street, Lamar, CO including but not limited to exterior improvements; roof repairs as well as lobby, banquet, hallway, room/suite, atrium renovations, and that the Cow Palace will have 98 rooms/suites when completed.

4.02 Funds. The Cow Palace will commit sufficient funding to the Property Improvements to bring the projects to successful conclusion in a timely manner as otherwise agreed between the Parties.

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

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

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

5.02 Retail Development. The Parties agree that the LRA is making this incentive Agreement available to the Cow Palace based on the LRA's belief that maintaining a successful retail operation on the Cow Palace's property is critical to halting the spread of blight in the Urban Renewal district. The Cow Palace agrees to use its best efforts to maintain a thriving hospitality business, employ a retail staff and contribute to the improvement of the retail business environment on Main Street. The Cow Palace further agrees that it will support the business development efforts of the Lamar Main Street Program for at least five years following the completion of the repairs and improvements undertaken at the Property.

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

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

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

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

In the case of the LRA & City: Attention: Kirk Crespin, Chair/Mayor
 Attention: Robert Evans, City Administrator
 102 East Parmenter Street
 Lamar, Colorado 81052

In the case of Cow Palace: Edwin John (EJ) Carpenter, Ezra Gutierrez,
 and Ron Nolde
 346 Cedar
 Wray, Colorado 80758

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

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

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

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

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

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

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

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

written notice of any such delay to the other Parties within thirty (30) days after such Party knows of such delay.

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

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

18.0 APPROPRIATION. The City represents that it has appropriated funds sufficient to perform its obligations as set forth in this Agreement. It is the understanding and intent of the parties to this Agreement that the City's obligations provided for herein constitute current expenses of the City payable exclusively from City's 2024 fiscal budgets and shall not in any way be construed to be a general obligation indebtedness of the City or any agency or department thereof within the meaning of any provision of Sections 1, 2, 3, 4, or 5, of Article XI and Section 20 of Article X of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the City against the creation of indebtedness. It is understood between the parties that the City is not and will not pledge the full faith and credit of the City, or any agency or department thereof, to the payment for any obligations hereunder, nor will the City, directly or contingently, be obligated in any form to apply money from, or Levy or pledge any form of taxation to, any payment or obligation necessary for the performance the City's obligations as set forth in this agreement.

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

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

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

AUTHORITY

LAMAR REDEVELOPMENT AUTHORITY

By: _____
Kirk Crespin, Chair

Attest:

Linda Williams, Secretary

OWNER

By: _____
Edwin John "EJ" Carpenter

OWNER

By: _____
Ezra Gutierrez

OWNER

By: _____
Ron Nolde

LAMAR REDEVELOPMENT AUTHORITY

AGENDA ITEM COMMENTARY

ITEM TITLE: TAVERN 1301 AGREEMENT

INITIATOR: Anne-Marie Crampton

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve agreement

STAFF INFORMATION SOURCE: Anne-Marie Crampton, Rob Evans

BACKGROUND: The Cow Palace's former owner requested the City's assistance in completing the hotel's renovation efforts and rebranding in 2019. The original request was for the City's help to remove existing asphalt and repave the hotel's parking lot. The Council approved an MOU worth \$55,000 in March, 2020. Shortly thereafter, he recruited partners in to manage the restaurant. Since then, restaurant ownership has moved from Palace Holdings (Doug Thrall, managing partner) to Palace Tavern, Ltd., an LLC owned by Edwin John (EJ) Carpenter, Ezra Gutierrez, and Ron Nolde. The new owners have requested assistance with sales tax abatement to allow them to recover a portion of startup costs and improve stability for the next critical years of operation.

The restaurant opened for limited service on Mother's Day Weekend in May of 2023 and has continued to add hours. It is now open for lunch and dinner.

RECOMMENDATION: Approve Agreement.

URBAN RENEWAL AGREEMENT
TAVERN 1301

THIS AGREEMENT entered into on the ____ day of _____, 2023, by and between the LAMAR REDEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“LRA”) under the Urban Renewal Agreement for the City of Lamar, the CITY OF LAMAR, a Colorado Home Rule Municipal Corporation (the “City”), and PALACE TAVERN LTD, a Colorado Limited Liability Company dba TAVERN 1301, as registered trade name, (the “Tavern”).

RECITALS

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

WHEREAS, the LRA is carrying out the Downtown Lamar Urban Renewal Plan (the “Plan”), which was adopted by the Lamar Redevelopment Authority Board on September 14, 2009; and

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

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

WHEREAS, the Tavern has committed to certain economic development and qualifies for economic development incentives from the City, which are described in the City’s letters of intent; and

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

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

1.0 **PARTIES.** The parties to this Agreement (the “Agreement”) are, the Lamar Redevelopment Authority, the City of Lamar, and Palace Tavern Ltd, dba Tavern 1301. The parties are also referred to herein collectively as the “Parties” or individually as a “Party”.

2.0 PURPOSE. Each of the undersigned representatives of the Parties hereto hereby represent they have full authority to bind the LRA, the City and the Tavern to the terms of this Agreement.

2.01 The Tavern owns the real property located at 1301 N. Main St, Lamar, Colorado (the "Property"), which is located within the boundaries of the Plan.

2.02 The owners of the Tavern have made certain improvements to the Property. The LRA and City desires to assist and support the Tavern in the improvements that have been made with the intent and purpose of the Colorado Urban Renewal Law and the Plan.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement. The parties further agree that the work described in Section 4.01, below, shall show tangible progress and if it is not, the LRA and City may terminate this Agreement.

4.0 INCENTIVE CALCULATION AND AWARD. This Development Incentive is designed as a post-performance incentive and as such shall be calculated beginning on January 1, 2024, the first full year after a certificate of occupancy was issued on May 10, 2023 for the Tavern's Property for the restaurant. Upon the Tavern providing the necessary and satisfactory proof to the City, the economic incentive provided annually to Tavern shall be structured as follows:

The Tavern will be provided a City of Lamar sales tax remittance in the amount of fifty percent (50%) of the City's sales tax for the Tavern. The first year of the incentive shall begin January 1, 2024 and shall end on December 31, 2024. This incentive Agreement shall apply for each subsequent twelve-month period beginning on January 1st to December 31 of each year (each "Incentive Year") for a total of five consecutive years, with this incentive Agreement terminating on December 31, 2028. During this Agreement, the Tavern shall pay all City sales tax to the City and LRA shall, within sixty (60) days of the end of each Incentive Year, remit fifty percent (50%) of the Tavern's annual City sales tax to the Tavern, with the last year of remittance occurring within sixty (60) days from this Agreement terminating on December 31, 2028. After December 31, 2028, the Tavern shall not be provided any City sales tax incentive under this Agreement, and this Agreement shall terminate.

This Agreement is contingent on the Tavern making reasonable progress toward completion of the improvements described in section 4.01 of this Agreement, which includes the improvements being made and that the work has been permitted, inspected

and passed by the City of Lamar Chief Building Official.

4.01 Property Improvements. The project consists of renovation of the property at 1301 N. Main Street, Lamar, CO including but not limited to restaurant, bar, and kitchen renovations, and the Parties acknowledge that the Tavern has already made significant improvements to the Property.

4.02 Funds. The Tavern will commit sufficient funding to the Property Improvements to bring the projects to successful conclusion in a timely manner as otherwise agreed between the Parties.

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

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

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

5.02 Retail Development. The Parties agree that the LRA is making this incentive Agreement available to the Tavern based on the LRA's belief that maintaining a successful retail operation on the Tavern's property is critical to halting the spread of blight in the Urban Renewal district. The Tavern agrees to use its best efforts to maintain a thriving hospitality business, employ a retail staff and contribute to the improvement of the retail business environment on Main Street. The Tavern further agrees that it will support the business development efforts of the Lamar Main Street Program for at least five years following the completion of the repairs and improvements undertaken at the Property.

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

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

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

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

In the case of the LRA & City: Attention: Kirk Crespin, Chair/Mayor
 Attention: Robert Evans, City Administrator
 102 East Parmenter Street
 Lamar, Colorado 81052

In the case of Tavern: Edwin John (EJ) Carpenter, Ezra Gutierrez,
 and Ron Nolde
 346 Cedar
 Wray, Colorado 80758

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

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

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

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

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

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

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

15.0 ENFORCED DELAY. The LRA and City shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties (including the Owner), acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or material men due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Parties within thirty (30) days after such Party knows of such delay.

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

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

18.0 APPROPRIATION. The City represents that it has appropriated funds sufficient to perform its obligations as set forth in this Agreement. It is the understanding and intent of the parties to this Agreement that the City's obligations provided for herein constitute current expenses of the City payable exclusively from City's 2024 fiscal budgets and shall not in any way be construed to be a general obligation indebtedness of the City or any agency or department thereof within the meaning of any provision of Sections 1, 2, 3, 4, or 5, of Article XI and Section 20 of Article X of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the City against the creation of indebtedness. It is understood between the parties that the City is not and will not pledge the full faith and credit of the City, or any agency or department thereof, to the payment for any obligations hereunder, nor will the City, directly or contingently, be obligated in any form to apply money from, or Levy or pledge any form of taxation to, any payment or obligation necessary for the performance the City's obligations as set forth in this agreement.

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

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

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

AUTHORITY

LAMAR REDEVELOPMENT AUTHORITY

By: _____
Kirk Crespin, Chair

Attest:

Linda Williams, Secretary

OWNER

By: _____
Edwin John "EJ" Carpenter

OWNER

By: _____
Ezra Gutierrez

OWNER

By: _____
Ron Nolde

LAMAR REDEVELOPMENT BOARD

AGENDA ITEM COMMENTARY

ITEM TITLE: 2024 Budget Hearing

INITIATOR: City Treasurer

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Hold the 2024 budget hearing for public comment on the 2024 proposed Budget

STAFF INFORMATION SOURCE: City Treasurer

BACKGROUND:

The Lamar City Charter requires that a public hearing on the proposed budget be held prior to October 15th of each year. Article 11-4 of the Charter states:

“A public hearing of the proposed budget shall be held at and by a joint meeting of the Council and Board on a date prior to October 15th and at a place to be fixed by the Council...”

Article 11-4 of the Charter further states:

“...Council shall cause notice of the time and place of such hearing to be published one time at least five days prior to the hearing. Copies of the proposed budget shall be made available for use of the public...”

Notification of the public hearing was published in the September 28, 2023 edition of the Lamar Ledger and posted on the City Complex front entrance. Copies of the proposed budgets have been available for public inspection in the City Clerk's office beginning September 28, 2023.

RECOMMENDATION: Hold the 2024 budget hearing for public comment

PUBLIC HEARING

NOTICE AS TO PROPOSED BUDGET

Notice is hereby given that a proposed budget will be submitted to the Urban Renewal Authority of the City of Lamar for the ensuing year January 1, 2024 through December 31, 2024. That a copy of such proposed budget has been filed in the office of the City Clerk, 102 E. Parmenter where same is open for public inspection. That such proposed budget includes the proposed uses for property tax receipts generated by tax increment financing within the Urban Renewal District. That such proposed budget will be considered at a meeting of the Urban Renewal Authority Board of said City to be held in City Council Chamber, Lamar Municipal Complex, 102 East Parmenter on Monday, October 9, 2023 at 6:45 p.m..

Any interested citizen within said City of Lamar may inspect the proposed budgets and file or register any objections thereto at any time prior to the final adoption of the budget.

/s/ Linda Williams
City of Lamar, Colorado
A Municipal Corporation
Linda Williams, City Clerk

Published: September 28, 2023

**CITY OF LAMAR
MINUTES OF THE CITY COUNCIL MEETING
September 25, 2023**

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

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

Absent:

Consent Agenda

Councilmember Jenkins moved and Councilmember Duffy seconded to approve the consent agenda Items 1 through 3.

Item #1 – Approval of Regular Meeting Minutes – 9/11/23

Item #2 – Approval of Minutes for Boards and Commissions

a) Utilities Board – 8/29/23

Item #3 – Payment of Bills

General Fund-Vouchers #97465-#97563

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

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

Audience Participation

Twila Batterton, 1903 S 10th St., stated that when the Council approved Wal-Mart’s Modification of Premise to extend the area for wine, she thought that it was a requirement that they had the safety caps on all wine bottles.

City Clerk Williams stated that she would have to review what the motion for approval was and would notify every one of the findings.

City Treasurer Report

None

City Clerk Report

None

City Administrator Report

Coffee with Rob

- October 18 – TA Express
- October 25 – TA Express

Common Grounds

City Administrator Evans announced that Common Grounds will be Wednesday, October 4, 2023, 7:00 a.m. in the Cultural Event Center and highlighting the Fire Department.

Oktoberfest

City Administrator Evans announced that Oktoberfest is Saturday, October 7, 2023 at the Chamber of Commerce.

Library Book Sale

City Administrator Evans announced that the Friends of the Library Book Sale is October 6-7, 2023, 9:00 a.m. to 1:00 p.m. at the Library.

Library Farm Market

City Administrator Evans announced that the Library Farm Market and Craft Fair is Saturday, October 7, 2023, 9:00 a.m. to 1:00 p.m. at the Cultural Event Center.

Chamber Farm Market

City Administrator Evans announced that the Chamber Farm Market is Saturday, October 7, 2023, beginning at 11:00 a.m. at the Chamber of Commerce.

Project Update

City Administrator Evans gave a thank you to the Street Department for the current paving projects they are doing.

Councilmember Bellomy asked if we were still on schedule and budget for the projected paving projects for the year.

City Administrator Evans stated that yes for what they planned with the updated schedule and increased prices we were given.

Public Works Director Mason stated that they had to trim it a little but are still on track.

Miscellaneous

None

Reports and Correspondence from Council

Golf Board Update

Councilmember Gonzales reported that the Two Shot Golf Tournament was September 29-30, October 1, 2023. Will give an update at the next meeting.

Ports to Plains Update

Councilmember Duffy reported that Beverly Haggard will be attending the upcoming Ports to Plains meeting in Texas and he will get her on the agenda to give report upon her return.

Airport Board Update

Councilmember Duffy stated that they are in hopes of a quorum at the next board meeting.

Historical Preservation Board Update

Councilmember Duffy stated that they met but there were no decisions made.

Water Board Update

Councilmember Tamez reported that the Water Board did not meet in September but will have an October meeting.

LPI Board Update

Councilmember Bates stated that the LPI Board will be handing out popcorn at the Moonlight Madness event on October 26, 2023, 5:30 to 8:00 p.m. in Downtown Lamar. He stated that they discussed some of the projects they have planned for 2024 and they are still waiting on bids for this year to repaint the light poles, benches and trashcans.

Councilmember Bellomy asked about the Welcome to Lamar flags. Councilmember Bates stated that they did discuss this at the last meeting and it may have to be put into the 2024 budget.

PEP Board Update

Community Development Director Crampton reported that they attended a presentation by the Colorado USDA on the Rural Business Development Grant. This is a great opportunity to apply and possibly help the airport.

She stated that the board approved the Building Enhancement Program, basically a Façade program for all County businesses. They can apply for a grant to improve their facades. This will begin in January 2024.

She stated that the business form that will be used by the City, PEP and SECED should be ready for approval by the next meeting.

Miscellaneous

Councilmember Jenkins asked what was found out about doing a speed limit sign on N. 11th St. by Escondido Park.

City Administrator stated that they would get the sign up as soon as possible.

Councilmember Duffy gave a kudos to Austin Repair for the façade improvement on their building.

Mayor Crespin stated that he had a conversation with Mr. Settles of the Senior Center. There were questions on how to improve communications with the board and Council. He was going to consider having a liaison placed on their board.

City Clerk Williams stated that Councilmember Bellomy was the liaison for the Senior Center.

Councilmember Bellomy stated that there has been some discussion with the board regarding the grant that was applied for and a possible full time employee at the Resource Center. He had informed them that the grant did not cover the expense of having a full time employee at the Resource Center.

City Administrator Evans stated that he would reach out to them for some further discussion.

NEW BUSINESS

Public Hearing for a Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest

Councilmember Jenkins moved and Councilmember Duffy seconded to open Public Hearing for a Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest at 7:21 p.m.

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".

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

Mayor Crespin asked if there was anyone against the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Galan Burnett, 800 S 6th, spoke against the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Mayor Crespin asked if there were any further comments against the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest; none received.

Mayor Crespin asked if there was anyone in favor of the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Melonee Marcum, President, Lamar Chamber of Commerce, spoke in favor of the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Mayor Crespin asked if there were any further comments in favor of the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest; none received.

There were several concerns from Council regarding how much security, fencing and the combined children's area and beer garden area.

Ms. Marcum stated that they have purchased new fencing and poles to help with the fencing issue. They will work on more security and would be willing to block off the area into the enchanted forest to not allow any type of alcohol in that area.

Councilmember Jenkins moved and Councilmember Tamez seconded to close the public hearing for Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest at 7:46 p.m.

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

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

Councilmember Bates moved and Councilmember Jenkins seconded to approve the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest with the changes to closing off the Enchanted Forest area to alcohol and give permission to use City property.

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

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

Appointment to the Variance Board/Building Codes

Councilmember Jenkins moved and Councilmember Duffy seconded to approve the re-appointment of Rod Dunn to an expired (5) five-year term, expiring October 1, 2028.

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

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

Apply for the Animal Assistance Foundation Grant

Councilmember Duffy moved and Councilmember Bates seconded to approve to apply for the Animal Assistance Foundation Grant in the amount of \$19,500.00 and okay an electronic submission.

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

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

Approve Lincoln Renewal for 2024-2026

Councilmember Duffy moved and Councilmember Tamez seconded to approve the renewal of Lincoln Financial 2024-2026 for employee Life Insurance, STD, LTD, and Voluntary Life.

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

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

Approve CHP's Quote and Funding of the Health and Dental Insurance Premiums for 2024

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve the CHP Quote and Funding of the Health and Dental Insurance Premiums for employees in 2024 and authorize the Mayor to sign.

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".

Accept CIRSA's 2024 Property/Casualty Preliminary Contribution Renewal Quote

Councilmember Jenkins moved and Councilmember Tamez seconded to approve to accept CIRSA's 2024 Property/Casualty Preliminary Contribution Renewal Quote to include credits of \$14,381.14 to be applied towards premium bringing the amount to \$675,497.17 and authorize the Mayor to sign.

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".

Accept CIRSA's 2024 Worker Compensation Preliminary Contribution Quote

Councilmember Gonzales moved and Councilmember Duffy seconded to approve to accept CIRSA's 2024 Worker Compensation Preliminary Contribution Quote in the amount of \$172,960.29 with zero credits used and authorize the Mayor to sign.

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 Bid for Runway 8/26 Pavement Maintenance

Councilmember Bates moved and Councilmember Jenkins seconded to approve to accept low bid for Runway 8/26 Pavement Maintenance from Specialty Applicators in the amount of \$219,568.00, authorize signing of general contract upon review by attorney and authorize the Mayor to sign.

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

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

Resolution No. 23-09-01 – A Resolution Continuing a Development and Construction Incentive Program for Residential Housing in the City of Lamar

Councilmember Duffy moved and Councilmember Bellomy seconded to approve Resolution No. 23-09-01 – A Resolution Continuing a Development and Construction Incentive Program for Residential Housing in the City of Lamar.

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

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

Miscellaneous

Councilmember Bellomy thanked the Sparrow House Ministry on the opening of their garden.

Mayor Crespin announced that the CML District 6 meeting was a great event, had wonderful turnout.

He also announced the ribbon cuttings at Wal-Mart and Total Healthcare.

Executive Session – For the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators Regarding Economic Development C.R.S. 24-6-402(4)(e)

Councilmember Tamez moved and Councilmember Duffy seconded to enter into Executive Session – For the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators Regarding Economic Development C.R.S. 24-6-402(4)(e).

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

Voting No:

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 8:12 p.m.

Councilmember Tamez moved and Councilmember Duffy seconded that executive session adjourn at 8:49 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 Bates moved and Councilmember Jenkins 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 8:50 p.m.

Linda Williams – City Clerk

Kirk Crespin – Mayor

NOTE TO COUNCIL: The below minutes were approved at the September 26, 2023 meeting.

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
September 12, 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, Houssin Hourieh, Leala Owen, Lisa Denman, Linda Williams

Absent: Roger Stagner, Kirk Crespin, Lance Clark

Minutes of Previous Meeting – August 29, 2023

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of August 29, 2023.

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

Purchase Orders #92389 through #92423

Boardmember Brooke moved and Boardmember Leonard seconded to approve purchase orders #92389 through #92423 in the amount of \$1,008,506.15.

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

Payment of Bills

Boardmember Leonard moved and Boardmember Brooke seconded to approve payment of bills: Vouchers #53667 through #53711 for a total of \$189,275.19.

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

Jill Bellomy joined meeting at 12:06 p.m.

System Operating Report

Superintendent Hourieh reported that sales of electricity through August 2023 are down approximately 4.69% when compared to the same period of time in 2022. Residential sales were down approximately 6.07%, irrigation is down approximately 21.29%, and commercial/industrial sales are down approximately 1.90%. These three customer classes represent an estimated 96% of total system sales.

Superintendent Hourieh reported that in continuous efforts to improve substation protection reliability, the electric maintenance crew and Cross Canyon Testing completed testing 7 digital 351S-SEL relays in LAMSO and the 25 KV substations. The testing also involved breakers operations and maintenance, which included exercising all high voltage breakers. The testing went well without any power outages.

Superintendent Hourieh reported the line crew replaced a 40 ft. class II wooden pole that was hit by a semi-truck on August 31, 2023. The accident happened on the west side of Hwy 287 across from the Elk's golf course. A claim has been submitted to CIRSA.

Superintendent Hourieh reported that they were in the process of removing 6.5 miles of gas line, however the property owner has the land under CRP and before removal of the gas line would like LUB to contact the state regarding the removal.

Superintendent Hourieh reported that they have had a conference call with the new owners of Strachan Exploration and they will be contacting PUC in regards to the gas line and get back with LUB.

Superintendent Hourieh reported that they have received an Economic Development request for pricing quote on a 50 MW power load, very large load. He stated that they have contacted ARPA, Tri State, and Guzman regarding this.

Adjournment

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

Voting Yes: Brooke, Thrall, Leonard

Voting No: None

The meeting adjourned at 12:16 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman

City of Lamar
Payment Register Print

Batch: 0 Period: 10/04/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FRONTIER BANK									
FOR BANK ACCOUNT:1									
97564		99999	MELINDA ARMSTRONG	09-21-2023	208.43	0.00	208.43	09/21/23	118521
			UTILITY FUND DUP PYMT ONLINE						
			** PAYMENT TOTAL **	1	208.43	0.00	208.43	09/21/23	118521
97565		99999	GREG LUDWIG	9-21-2023	175.00	0.00	175.00		
			CML ENTERTAINMENT LUGWIG DUO						
			** PAYMENT TOTAL **	1	175.00	0.00	175.00	09/21/23	118521
97566		2073	FRONTIER BANK	09-22-2023	261.59	0.00	261.59		
			RETURN CHECK D NELSON						
			** PAYMENT TOTAL **	1	261.59	0.00	261.59	09/25/23	118566
97567		2690	LEGALSHIELD CORPORATE OFFICE	SEPT-2023	86.75	0.00	86.75		
			SEPTEMBER 2023 LEGAL SHIELD						
			SEPTEMBER 2023 LEGAL SHIELD						
			SEPTEMBER 2023 LEGAL SHIELD						
			** PAYMENT TOTAL **	3	86.75	0.00	86.75	09/25/23	118566
97568		2075	GNBANK	1101218880	65,945.53	0.00	65,945.53		
			#3 LEASE PAYMENT FIRE TRUCK						
			#2 LEASE PAYMENT ST SWEEPER						
			** PAYMENT TOTAL **	2	131,400.13	0.00	131,400.13	09/25/23	118582
97569		770	CITY OF LAMAR-WATER INVEST FEE	09-2023	75,123.80	0.00	75,123.80		
			SEPT 2023 INVESTMENT FEES						
			** PAYMENT TOTAL **	1	75,123.80	0.00	75,123.80	09/28/23	118652
97570		1	MANUEL REYES	U100001407	17.69	0.00	17.69		
			1750/606062100: ACCT 1750 REFU						
			** PAYMENT TOTAL **	1	17.69	0.00	17.69	09/29/23	118678
97571		1	DAVID JIMENEZ	U100001408	68.95	0.00	68.95		
			5157/621213290: ACCT 5157 REFU						
			5157/621213290: ACCT 5157 REFU						
			** PAYMENT TOTAL **	2	68.95	0.00	68.95	09/29/23	118678
97572		1	ANTOINETTE E PARKER	U100001409	39.53	0.00	39.53		
			8361/619190930: ACCT 8361 REFU						
			8361/619190930: ACCT 8361 REFU						
			** PAYMENT TOTAL **	2	39.53	0.00	39.53	09/29/23	118678
97573		666	COMMUNITY STATE BANK	4965:502	80.00	0.00	80.00		
			HSA ACCT:4965:214:09/30/23						
			HSA ACCT:4965:214:09/30/23						
			** PAYMENT TOTAL **	2	540.00	0.00	540.00	10/03/23	118735
97574		910	PEOPLES CREDIT UNION	4965:413	200.00	0.00	200.00		
			CREDITUNUN:4965:303:09/30/23						
			CREDITUNUN:4965:303:09/30/23						
			** PAYMENT TOTAL **	2	124.60	0.00	124.60		

City of Lamar
Payment Register Print

Batch: 0 Period: 10/04/23

Payment HP/ Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Paid	Batch Number
97575	** PAYMENT TOTAL **	2	324.60	0.00	324.60	118735
	FAMILY SUPPORT REGISTRY					
	#1628862:4965:478:09/30/23	4965:61	275.50	0.00	275.50	
	** PAYMENT TOTAL **	1	275.50	0.00	275.50	118735
97576	CITY OF LAMAR					
	FED W/H:4965:800:09/30/23	4965:27	10,963.23	0.00	10,963.23	
	COLO W/H:4965:810:09/30/23	4965:28	71.00	0.00	71.00	
	COLO W/H:4965:810:09/30/23	4965:29	6,405.96	0.00	6,405.96	
	MEDICARE:4965:701:09/30/23	4965:30	2,436.59	0.00	2,436.59	
	FED W/H:4965:800:09/30/23	4965:305	691.63	0.00	691.63	
	COLO W/H:4965:810:09/30/23	4965:306	552.00	0.00	552.00	
	MEDICARE:4965:701:09/30/23	4965:307	218.96	0.00	218.96	
	MEDICARE:4965:801:09/30/23	4965:308	218.96	0.00	218.96	
	SOC SEC BN:4965:702:09/30/23	4965:309	102.17	0.00	102.17	
	MEDICARE:4965:801:09/30/23	4965:31	2,436.59	0.00	2,436.59	
	SOC SEC:4965:802:09/30/23	4965:310	102.17	0.00	102.17	
	SOC SEC BN:4965:702:09/30/23	4965:32	3,831.76	0.00	3,831.76	
	PENSTON:4965:275:09/30/23	4965:328	1,158.93	0.00	1,158.93	
	INTEGRATED:4965:288:09/30/23	4965:329	34.92	0.00	34.92	
	SOC SEC:4965:802:09/30/23	4965:33	3,831.75	0.00	3,831.75	
	PENSTON:4965:775:09/30/23	4965:330	1,303.80	0.00	1,303.80	
	INTEGRATED:4965:788:09/30/23	4965:331	54.32	0.00	54.32	
	POLICE PNS:4965:272:09/30/23	4965:34	2,984.74	0.00	2,984.74	
	POLICE PEN:4965:772:09/30/23	4965:35	3,357.83	0.00	3,357.83	
	FED W/H:4965:800:09/30/23	4965:356	376.44	0.00	376.44	
	COLO W/H:4965:810:09/30/23	4965:357	232.00	0.00	232.00	
	MEDICARE:4965:701:09/30/23	4965:358	97.66	0.00	97.66	
	MEDICARE:4965:801:09/30/23	4965:359	97.66	0.00	97.66	
	SOC SEC BN:4965:702:09/30/23	4965:360	82.26	0.00	82.26	
	SOC SEC:4965:802:09/30/23	4965:361	82.26	0.00	82.26	
	PENSTON:4965:275:09/30/23	4965:374	471.23	0.00	471.23	
	INTEGRATED:4965:288:09/30/23	4965:375	24.57	0.00	24.57	
	VROTHAFT#:4965:293:09/30/23	4965:376	20.66	0.00	20.66	
	PENSTON:4965:775:09/30/23	4965:377	530.14	0.00	530.14	
	INTEGRATED:4965:788:09/30/23	4965:378	38.21	0.00	38.21	
	FED W/H:4965:800:09/30/23	4965:407	1,234.60	0.00	1,234.60	
	COLO W/H:4965:810:09/30/23	4965:408	685.27	0.00	685.27	
	MEDICARE:4965:701:09/30/23	4965:409	214.61	0.00	214.61	
	MEDICARE:4965:801:09/30/23	4965:410	214.61	0.00	214.61	
	SOC SEC BN:4965:702:09/30/23	4965:411	335.92	0.00	335.92	

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			SOC SEC:4965:802:09/30/23	4965:412	335.92	0.00	335.92		
			PENSION:4965:275:09/30/23	4965:431	1,101.24	0.00	1,101.24		
			ABT \$457K:4965:280:09/30/23	4965:432	35.00	0.00	35.00		
			ICMA:4965:283:09/30/23	4965:433	13.36	0.00	13.36		
			INTEGRATED:4965:288:09/30/23	4965:434	102.70	0.00	102.70		
			PENSION:4965:775:09/30/23	4965:435	1,238.90	0.00	1,238.90		
			ICMA:4965:783:09/30/23	4965:436	13.36	0.00	13.36		
			INTEGRATED:4965:788:09/30/23	4965:437	159.76	0.00	159.76		
			FED W/H:4965:800:09/30/23	4965:472	1,365.27	0.00	1,365.27		
			COLO W/H:4965:810:09/30/23	4965:473	874.72	0.00	874.72		
			MEDICARE:4965:701:09/30/23	4965:474	273.86	0.00	273.86		
			MEDICARE:4965:801:09/30/23	4965:475	273.86	0.00	273.86		
			SOC SEC BN:4965:702:09/30/23	4965:476	683.65	0.00	683.65		
			SOC SEC:4965:802:09/30/23	4965:477	683.65	0.00	683.65		
			PENSION:4965:275:09/30/23	4965:504	987.26	0.00	987.26		
			ICMA:4965:283:09/30/23	4965:505	35.62	0.00	35.62		
			INTEGRATED:4965:288:09/30/23	4965:506	213.26	0.00	213.26		
			PENSTON:4965:775:09/30/23	4965:507	1,110.68	0.00	1,110.68		
			ICMA:4965:783:09/30/23	4965:508	35.62	0.00	35.62		
			INTEGRATED:4965:788:09/30/23	4965:509	331.72	0.00	331.72		
			ABT \$457K:4965:280:09/30/23	4965:511	75.00	0.00	75.00		
			FED W/H:4965:800:09/30/23	4965:547	952.87	0.00	952.87		
			COLO W/H:4965:810:09/30/23	4965:548	535.05	0.00	535.05		
			MEDICARE:4965:701:09/30/23	4965:549	211.04	0.00	211.04		
			MEDICARE:4965:801:09/30/23	4965:550	211.04	0.00	211.04		
			SOC SEC BN:4965:702:09/30/23	4965:551	153.22	0.00	153.22		
			SOC SEC:4965:802:09/30/23	4965:552	153.22	0.00	153.22		
			PENSTON:4965:275:09/30/23	4965:571	899.33	0.00	899.33		
			ABT 457K:4965:284:09/30/23	4965:572	14.59	0.00	14.59		
			INTEGRATED:4965:288:09/30/23	4965:573	42.30	0.00	42.30		
			PENSION:4965:775:09/30/23	4965:574	1,011.76	0.00	1,011.76		
			INTEGRATED:4965:788:09/30/23	4965:575	65.80	0.00	65.80		
			PENS LOAN:4965:475:09/30/23	4965:60	66.75	0.00	66.75		
			PENSION:4965:275:09/30/23	4965:67	6,109.63	0.00	6,109.63		
			VOL AFT #:4965:276:09/30/23	4965:68	41.48	0.00	41.48		
			VOL AFT \$:4965:277:09/30/23	4965:69	15.00	0.00	15.00		
			ABT \$457K:4965:280:09/30/23	4965:70	100.00	0.00	100.00		
			ICMA:4965:283:09/30/23	4965:71	40.06	0.00	40.06		
			ABT 457K:4965:284:09/30/23	4965:72	85.38	0.00	85.38		
			INTEGRATED:4965:288:09/30/23	4965:73	1,094.48	0.00	1,094.48		

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			PENSION:4965:775:09/30/23	4965:74	6,873.37	0.00	6,873.37		
			ICMA:4965:783:09/30/23	4965:75	40.06	0.00	40.06		
			INTEGRATED:4965:788:09/30/23	4965:76	1,702.54	0.00	1,702.54		
			ABT \$457K:4965:280:09/30/23	4965:77	250.00	0.00	250.00		
			ABT 457K\$:4965:284:09/30/23	4965:78	73.35	0.00	73.35		
			** PAYMENT TOTAL **	80	76,182.14	0.00	76,182.14	10/03/23	118735
97577		2056	CITY OF LAMAR-PAYROLL						
			UTIL. BILLS:4965:405:09/30/23	4965:568	76.04	0.00	76.04		
			UTIL BILLS:4965:405:09/30/23	4965:58	672.68	0.00	672.68		
			** PAYMENT TOTAL **	2	748.72	0.00	748.72	10/03/23	118735
97578		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:4965:731:09/30/23	4965:577	425.09	0.00	425.09		
			POL FPPA:4965:730:09/30/23	4965:80	1,299.53	0.00	1,299.53		
			FIRE FPPA:4965:731:09/30/23	4965:81	439.05	0.00	439.05		
			** PAYMENT TOTAL **	3	2,163.67	0.00	2,163.67	10/03/23	118735
97579		2633	WAKEFIELD & ASSOCIATES LLC						
			2023C03001:4965:632:09/30/23	4965:62	62.88	0.00	62.88		
			** PAYMENT TOTAL **	1	62.88	0.00	62.88	10/03/23	118735
97580		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:4965:309:09/30/23	4965:65	107.50	0.00	107.50		
			** PAYMENT TOTAL **	1	107.50	0.00	107.50	10/03/23	118735
97581		2	A-1 RENTAL AND SALES INC						
			EQUIPMENT SUPPLIES	58345	144.24	0.00	144.24		
			EQUIPMENT SUPPLIES	58428	47.98	0.00	47.98		
			** PAYMENT TOTAL **	2	192.22	0.00	192.22	10/04/23	118760
97582		15	LAMAR BMS						
			supplies for month	408899	5.99	0.00	5.99		
			supplies for month	409195	18.25	0.00	18.25		
			supplies for month	409370	29.89	0.00	29.89		
			supplies for month	409342	9.79	0.00	9.79		
			supplies for month	409549	22.99	0.00	22.99		
			supplies for month	409797	7.99	0.00	7.99		
			supplies for month	409899	13.57	0.00	13.57		
			supplies for month	409906	24.97	0.00	24.97		
			supplies for month	4099929	7.78	0.00	7.78		
			supplies for month	410024	9.29	0.00	9.29		
			supplies for month	410036	5.79	0.00	5.79		
			supplies for month	410050	1.45	0.00	1.45		
			supplies for month	410151	13.38	0.00	13.38		
			supplies for month	410168	8.58	0.00	8.58		

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			Water/WW- Tape Measure	410243	11.99	0.00	11.99		
			supplies for month	410375	8.99	0.00	8.99		
			supplies for month	410382	9.49	0.00	9.49		
			STREET- COUPLING/PLUG/CLEANOUT	410455	29.87	0.00	29.87		
			supplies for month	410536	79.99	0.00	79.99		
			supplies for month	410543	9.79	0.00	9.79		
			PAINT	410561	459.95	0.00	459.95		
			supplies for month	410664	5.49	0.00	5.49		
			Water/WW-SafetyMasks/EarPlugs	410746	39.98	0.00	39.98		
			supplies for month	410749	23.98	0.00	23.98		
			supplies for month	410756	19.98	0.00	19.98		
			supplies for month	410889	15.99	0.00	15.99		
			supplies for month	710326	9.79	0.00	9.79		
			** PAYMENT TOTAL **	27	904.99	0.00	904.99	10/04/23	118760
97583		22	CITY OF LAMAR-UTILITIES						
			SEPTEMBER 2023 BILLING	09-2023	26,934.55	0.00	475.46		
			SEPTEMBER 2023 BILLING	09-2023	26,934.55	0.00	26,459.09		
			SEPTEMBER 2023 BILLING	SEPT-2023	64,218.11	0.00	64,218.11		
			** PAYMENT TOTAL **	3	91,152.66	0.00	91,152.66	10/04/23	118760
97584		57	AIRGAS USA LLC						
			Amb Op - Oxygen	9142328898	138.25	0.00	138.25		
			** PAYMENT TOTAL **	1	138.25	0.00	138.25	10/04/23	118760
97585		62	LAMAR AUTO PARTS						
			PWKS- DEF/FILTERS/BRAKE CHAMBE	13195	2,989.93	0.00	2,989.93		
			VOIDED TICKET/PAID 8-23-23	702211-CR	72.99-	0.00	72.99-		
			PWKS- HYD OIL/SWITCH/WATER PUM	706172	9.89	0.00	9.89		
			EQMAINT-FUEL FILTERS/IGNITION	706173	29.61	0.00	29.61		
			EQMAINT-FUEL FILTERS/IGNITION	706472	533.48	0.00	533.48		
			EQMAINT-FUEL FILTERS/IGNITION	706606	326.99	0.00	326.99		
			PWKS- HYD OIL/SWITCH/WATER PUM	706614	51.43	0.00	51.43		
			PWKS- HYD OIL/SWITCH/WATER PUM	706643	229.02	0.00	229.02		
			EQMAINT-FUEL FILTERS/IGNITION	707005	153.20	0.00	153.20		
			EQMAINT-FUEL FILTERS/IGNITION	707020	169.19	0.00	169.19		
			EQ- CORE DEPOSITS	707022	171.00-	0.00	171.00-		
			EQMAINT-FUEL FILTERS/IGNITION	707095	83.17	0.00	83.17		
			EQMAINT-FUEL FILTERS/IGNITION	707106	15.21	0.00	15.21		
			EQMAINT-FUEL FILTERS/IGNITION	707320	7.88	0.00	7.88		
			EQMAINT-FUEL FILTERS/IGNITION	707495	161.20	0.00	161.20		
			EQMAINT-FUEL FILTERS/IGNITION	707570	85.99	0.00	85.99		
			EQMAINT-FUEL FILTERS/IGNITION	707571	4.88	0.00	4.88		

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		EOMAIN-T-FUEL FILTERS/IGNITION	707589	22.38	0.00	22.38		
		EOMAIN-T- ALTERNATOR/SWITCH	707667	8.58	0.00	8.58		
		EOMAIN-T- ALTERNATOR/SWITCH	707782	215.09	0.00	215.09		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	707865	179.55	0.00	179.55		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	707870	151.08	0.00	151.08		
		EOMAIN-T- ALTERNATOR/SWITCH	707874	68.90	0.00	68.90		
		EOMAIN-T- ALTERNATOR/SWITCH	707902	86.30	0.00	86.30		
		EOMAIN-T- ALTERNATOR/SWITCH	707903	7.32	0.00	7.32		
		EOMAIN-T- ALTERNATOR/SWITCH	708098	21.09	0.00	21.09		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	708423	260.09	0.00	260.09		
		Water/WW-SeatCover,splashGuard	708731	878.65	0.00	878.65		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	708837	50.19	0.00	50.19		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	708891	87.64	0.00	87.64		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	708942	242.87	0.00	242.87		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	709055	7.83	0.00	7.83		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	709124	7.86	0.00	7.86		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	709551	26.31	0.00	26.31		
		belts for motors at rec	709556	41.38	0.00	41.38		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	709609	103.15	0.00	103.15		
		LANDFILL- DIESEL NOZZEL	709860	124.45	0.00	124.45		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	709912	14.76	0.00	14.76		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	710109	42.14	0.00	42.14		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	710124	24.11	0.00	24.11		
		PWKS- DEF/FILTERS/BRAKE CHAMBE	710142	137.96	0.00	137.96		
		** PAYMENT TOTAL **	41	7,416.76	0.00	7,416.76	10/04/23	118760
97586	83	PROWERS MEDICAL CENTER						
		Physical	C45483	157.20	0.00	157.20		
		** PAYMENT TOTAL **	1	157.20	0.00	157.20	10/04/23	118760
97587	87	RANCHERS SUPPLY OF LAMAR LLC						
		Water-Service Materials-Meter	253761	135.00	0.00	135.00		
		Water-Service Materials-Meter	253891	19.00	0.00	19.00		
		Water Treatment Plant Knife	254200	13.69	0.00	13.69		
		** PAYMENT TOTAL **	3	167.69	0.00	167.69	10/04/23	118760
97588	170	FASTENAL COMPANY						
		SANITATION- EAR PLUG/PREVENT	COLIAJ57209	348.95	0.00	348.95		
		SANITATION- FHN/ USS F/W/HCS	COLIAJ57224	123.49	0.00	123.49		
		** PAYMENT TOTAL **	2	472.44	0.00	472.44	10/04/23	118760
97589	197	SCHWARTZ MARKETING INC						
		Ads	34484	191.25	0.00	191.25		
		Ads	34499	393.75	0.00	393.75		

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97590		213	** PAYMENT TOTAL ** NKC TIRE	2	585.00	0.00	585.00	10/04/23	118760
			EQMAINT- TIRES/REPAIRS		249.98	0.00	249.98		
			EQMAINT- TIRES/REPAIRS		304.65	0.00	304.65		
			EQMAINT- TIRES/REPAIRS		55.64	0.00	55.64		
			EQMAINT- TIRES/REPAIRS		1,129.42	0.00	1,129.42		
			** PAYMENT TOTAL **	4	1,739.69	0.00	1,739.69	10/04/23	118760
97591		222	BSN SPORTS LLC		1,418.20	0.00	1,418.20		
			VOLLEYBALLS		1,418.20	0.00	1,418.20	10/04/23	118760
			** PAYMENT TOTAL **	1	1,418.20	0.00	1,418.20	10/04/23	118760
97592		242	FARMERS COUNTRY MARKET		107.25	0.00	107.25		
			WATER		107.25	0.00	107.25	10/04/23	118760
			** PAYMENT TOTAL **	1	107.25	0.00	107.25	10/04/23	118760
97593		244	FARIS MACHINERY COMPANY		197.99	0.00	197.99		
			EQMAINT- RELAY		197.99	0.00	197.99	10/04/23	118760
			** PAYMENT TOTAL **	1	197.99	0.00	197.99	10/04/23	118760
97594		333	DOUBLE K CAR WASH LLC		559.34	0.00	559.34		
			SEPTEMBER 2023 CAR WASHES		559.34	0.00	559.34		
			SEPTEMBER 2023 CAR WASHES		559.34	0.00	559.34		
			SEPTEMBER 2023 CAR WASHES		559.34	0.00	559.34		
			** PAYMENT TOTAL **	3	559.34	0.00	559.34	10/04/23	118760
97595		367	PROSPERITY LANE COMMUNITY		329.80	0.00	329.80		
			AIRPORT- SEPTEMBER WATER UTILI		329.80	0.00	329.80	10/04/23	118760
			** PAYMENT TOTAL **	1	329.80	0.00	329.80	10/04/23	118760
97596		423	WALLACE GAS & OIL INC		21.00	0.00	21.00		
			EQMAINT- PROPANE		45.00	0.00	45.00		
			LANDFILL- PROPANE		711.00	0.00	711.00		
			LANDFILL- #2 LOW SULFUR DYED		1,440.00	0.00	1,440.00		
			LANDFILL- #2 LOW SULFUR DYED		2,217.00	0.00	2,217.00	10/04/23	118760
			** PAYMENT TOTAL **	4	2,217.00	0.00	2,217.00	10/04/23	118760
97597		428	WOLLER TOWING LLC		147.73	0.00	147.73		
			EQMAINT- COP CAR TOW TO SHOP		147.73	0.00	147.73	10/04/23	118760
			** PAYMENT TOTAL **	1	147.73	0.00	147.73	10/04/23	118760
97598		464	LAMAR COMMUNITY COLLEGE		60.00	0.00	60.00		
			LCC I&MS Training		60.00	0.00	60.00	10/04/23	118760
			** PAYMENT TOTAL **	1	60.00	0.00	60.00	10/04/23	118760
97599		485	KACTUS INC		750.00	0.00	750.00		
			PD INVEST. RENTAL FEE 2023		750.00	0.00	750.00	10/04/23	118760
			** PAYMENT TOTAL **	1	750.00	0.00	750.00	10/04/23	118760
97600		571	SHANNON VENTURI						

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97601		637	W/C Scheduling Assistant-Sept ** PAYMENT TOTAL **	SEPT. 2023	200.00	0.00	200.00	10/04/23	118760
97602		707	ALL RITE PAVING & REDI MIX INC STREET- CONCRETE ** PAYMENT TOTAL **	LM08804	170.00	0.00	170.00	10/04/23	118760
97603		733	RAY MACIAS PD REIMBURSEMENT FOR TRAINING ** PAYMENT TOTAL **	8262918441155675	31.63	0.00	31.63	10/04/23	118760
97604		765	GONZALES'S UNLIMITED EQMAINT- PASSENGER WINDOW INST ** PAYMENT TOTAL **	2068	152.00	0.00	152.00	10/04/23	118760
97605		782	UNCC Water/WW-811 locates ** PAYMENT TOTAL **	223090883	143.19	0.00	143.19	10/04/23	118760
97606		895	TAYLOR SEPTIC & PLUMBING drain line for community build ** PAYMENT TOTAL **	INV0076	175.00	0.00	175.00	10/04/23	118760
97607		934	O'REILLY AUTOMOTIVE STORES INC EQMAINT- CAPSULE/SHIFT KNOB PD LOCK FOR TRAILER	2906-220611 2906-221154	27.53 45.99	0.00 0.00	27.53 45.99		
97608		937	EQMAINT- CAPSULE/SHIFT KNOB EQMAINT- CAPSULE/SHIFT KNOB EQMAINT- CAPSULE/SHIFT KNOB EQMAINT- CAPSULE/SHIFT KNOB EQMAINT- CAPSULE/SHIFT KNOB EQMAINT- CAPSULE/SHIFT KNOB ** PAYMENT TOTAL **	2906-221559 2906-221653 2906-221797 2906-222074 2906-222206	54.99 10.98 27.76 6.06 20.90 194.21	0.00 0.00 0.00 0.00 0.00 0.00	54.99 10.98 27.76 6.06 20.90 194.21		
97609		939	VAN DIEST SUPPLY COMPANY Water/WW- Paint ** PAYMENT TOTAL **	75130	438.00	0.00	438.00	10/04/23	118760
97610		940	JOSE LOPEZ reimbursement safety boots ** PAYMENT TOTAL **	433093	81.55	0.00	81.55	10/04/23	118760
			MICHELL MUNOZ Amb Op - Lunch ACLS Class ** PAYMENT TOTAL **	1006162	69.41	0.00	69.41	10/04/23	118760
			MY WHOLESALE PRODUCTS supplies for complex and Rec W/C Paper plates, copy paper/ supplies for complex and Rec supplies for complex and Rec	358550 358567 358635 358648	56.78 90.00 150.50 65.00	0.00 0.00 0.00 0.00	56.78 90.00 150.50 65.00		

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97611		967	** PAYMENT TOTAL ** KIDER SEWER & DRAIN SERVICE LLC clean sewer at community build ** PAYMENT TOTAL **	4 737639	362.28	0.00	362.28	10/04/23	118760
97612		1054	INGRAM BOOK COMPANY books books books books books books books books books books books ** PAYMENT TOTAL **	11 77710055 77710056 77822054 77822056 77921653 77948682 77948683 77948684 77990468 78062745 78062746	62.81 65.85 11.44 16.63 231.65 27.89 146.73 35.68 135.85 66.20 21.64 822.37	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	62.81 65.85 11.44 16.63 231.65 27.89 146.73 35.68 135.85 66.20 21.64 822.37	10/04/23	118760
97613		1063	JZ UPHOLSTERY EQMAINT- REUPHOLSTER BENCH SEA ** PAYMENT TOTAL **	1 014544	785.00 785.00	0.00 0.00	785.00 785.00	10/04/23	118760
97614		1115	PARKER MECHANICAL motor for exhaust fan at Rec ** PAYMENT TOTAL **	1 58850	257.98 257.98	0.00 0.00	257.98 257.98	10/04/23	118760
97615		1133	21ST CENTURY EQUIPMENT LLC EQMAINT- BRACKET/TRANSMISSION EQMAINT- LOW VOLTAGE REPAIR ** PAYMENT TOTAL **	2 W00341 W00371	5,064.31 166.00 5,230.31	0.00 0.00 0.00	5,064.31 166.00 5,230.31	10/04/23	118760
97616		1166	ADAMS & SONS INC service on a/c in thomas' offi service on a/c in thomas' offi service on a/c in thomas' offi ** PAYMENT TOTAL **	3 1155 1156 1157	115.75 1,705.21 107.50 1,928.46	0.00 0.00 0.00 0.00	115.75 1,705.21 107.50 1,928.46	10/04/23	118760
97617		1229	VOLANCE LANGUAGE SERVICES LLC E011 TRANSLATION SERVICES CONT ** PAYMENT TOTAL **	1 2023068173	5.52 5.52	0.00 0.00	5.52 5.52	10/04/23	118760
97618		1241	TAVERN 1301 CWL Dist. Meeting ** PAYMENT TOTAL **	1 123	2,020.98 2,020.98	0.00 0.00	2,020.98 2,020.98	10/04/23	118760
97619		1242	DARIAN HERRERA Reimbursement	1 3267	93.51	0.00	93.51	10/04/23	118760

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97620		1273	** PAYMENT TOTAL ** HENRY SCHEIN INC Amb Ops - Med Supplies	1	93.51	0.00	93.51	10/04/23	118760
			** PAYMENT TOTAL **		763.23	0.00	763.23		
97621		1306	HOME STORE LLC boards for community bldg RANDOM PARTS RANDOM PARTS	1	763.23	0.00	763.23	10/04/23	118760
			** PAYMENT TOTAL **		3.28	0.00	3.28		
			** PAYMENT TOTAL **		7.99	0.00	7.99		
			** PAYMENT TOTAL **		9.96	0.00	9.96		
97622		1511	MR D'S SPORTS & FITNESS CO SHIRTS	3	21.23	0.00	21.23	10/04/23	118760
			** PAYMENT TOTAL **		47.50	0.00	47.50		
97623		1681	SE & EC RECYCLING ASSOCIATION 2023 PER CAPIA FEES	1	47.50	0.00	47.50	10/04/23	118760
			** PAYMENT TOTAL **		4,724.40	0.00	4,724.40		
97624		1954	USA BLUE BOOK Water-Sample Supply BuFillows	1	4,724.40	0.00	4,724.40	10/04/23	118760
			** PAYMENT TOTAL **		107.36	0.00	107.36		
97625		2235	KIMBALL MIDWEST EQMAINT- TY RAP/LUG/HOLE SAW	1	107.36	0.00	107.36	10/04/23	118760
			** PAYMENT TOTAL **		581.47	0.00	581.47		
97626		2252	ATMOS ENERGY SEPT 2023 BILLING -WILLOW RD SEPT 2023 BILLING -AIRPORT SEPT 2023 BILLING -AIRPORT SEPT 2023 BILLING -AIRPORT SEPT 2023 BILLING -LEE #3 SEPT 2023 BILLING -CEM SHOP SEPT 2023 BILLING -DOG FOUND SEPT 2023 BILLING -AIRPORT SEPT 2023 BILLING -AIRPORT SEPT 2023 BILLING -SEWER LIFT SEPT 2023 BILLING -E911 COM SEPT 2023 BILLING -COM BLDG SEPT 2023 BILLING -POOL SEPT 2023 BILLING -LEE #7 SEPT 2023 BILLING -MERCHANTS	15	581.47	0.00	581.47	10/04/23	118760
			** PAYMENT TOTAL **		33.52	0.00	33.52		
			** PAYMENT TOTAL **		29.38	0.00	29.38		
			** PAYMENT TOTAL **		38.60	0.00	38.60		
			** PAYMENT TOTAL **		32.77	0.00	32.77		
			** PAYMENT TOTAL **		40.61	0.00	40.61		
			** PAYMENT TOTAL **		24.98	0.00	24.98		
			** PAYMENT TOTAL **		24.97	0.00	24.97		
			** PAYMENT TOTAL **		29.38	0.00	29.38		
			** PAYMENT TOTAL **		29.38	0.00	29.38		
			** PAYMENT TOTAL **		31.64	0.00	31.64		
			** PAYMENT TOTAL **		29.38	0.00	29.38		
			** PAYMENT TOTAL **		110.17	0.00	110.17		
			** PAYMENT TOTAL **		35.96	0.00	35.96		
			** PAYMENT TOTAL **		35.95	0.00	35.95		
			** PAYMENT TOTAL **		37.93	0.00	37.93		
97627		2293	CHOICE SCREENING Background Screening	15	564.62	0.00	564.62	10/04/23	118760
			** PAYMENT TOTAL **		24.00	0.00	24.00		

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97628		2325	** PAYMENT TOTAL **	1	24.00	0.00	24.00	10/04/23	118760
			DIVISION OF OIL & PUBLIC SAFETY						
			EQMAINT- STORAGE TANK REGISTRA	INV-123862	35.00	0.00	35.00		
			AIRPORT- STORAGE TANK REGISTRA	INV-123862-1	70.00	0.00	70.00		
			** PAYMENT TOTAL **	2	105.00	0.00	105.00	10/04/23	118760
97629		2377	ENVIRONMENTAL PROD& ACCESS LLC						
			EQMAINT- BRASS FOG NOZZLE	267364	128.46	0.00	128.46		
			** PAYMENT TOTAL **	1	128.46	0.00	128.46	10/04/23	118760
97630		2450	WEX BANK						
			PWKS- FUEL CHARGES	42351197-1	11,280.17	0.00	11,280.17		
			** PAYMENT TOTAL **	1	11,280.17	0.00	11,280.17	10/04/23	118760
97631		2500	CAPITAL ONE						
			programs-library	0004141	97.01	0.00	97.01		
			programs-library	00421	11.66	0.00	11.66		
			SUPPLIES	00694-1	21.34	0.00	21.34		
			breakroom supplies	007933	108.24	0.00	108.24		
			Water/WW-Service materials	00976	25.94	0.00	25.94		
			Water-Sutron Battery	01170	74.87	0.00	74.87		
			vending machine	01500	8.68	0.00	8.68		
			vending machine - library	04142	72.36	0.00	72.36		
			Misc Office Supplies	04160	93.52	0.00	93.52		
			vending	04167	104.97	0.00	104.97		
			SUPPLIES- COPY PAPER	05406	499.70	0.00	499.70		
			Misc Office Supplies	05485	24.48	0.00	24.48		
			vending machine	05584	33.54	0.00	33.54		
			vending machine	07014	86.14	0.00	86.14		
			vending machine	07015	3.52	0.00	3.52		
			breakroom supplies	07958	12.32	0.00	12.32		
			program supplies	08139	16.69	0.00	16.69		
			Misc Office Supplies	08331	54.40	0.00	54.40		
			vending machine	08639-1	39.84	0.00	39.84		
			program supplies	09567-1	14.94	0.00	14.94		
			** PAYMENT TOTAL **	20	1,404.16	0.00	1,404.16	10/04/23	118760
97632		2669	BIG R PROPERTIES LLC						
			EQMAINT- ALUM SADLE/BALL&TPE	139369	1,653.97	0.00	1,653.97		
			MISC SUPPLIES	139389	696.70	0.00	696.70		
			PD SHELTER & K-9 SUPPLIES	139394	79.98	0.00	79.98		
			MISC SUPPLIES	139401	85.98	0.00	85.98		
			PD SHELTER & K-9 SUPPLIES	139412	17.95	0.00	17.95		
			LANDFILL- 3 WHEEL 3/4 FUEL MET	139418	219.99	0.00	219.99		

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97633		2727	Water/WW- Pit Supplies shovel ** PAYMENT TOTAL **	139433 7	11.99 2,766.56	0.00 0.00	11.99 2,766.56	118760
97634		2727	HOME DEPOT PRO supplis for community building tp, and paper towels for compl ** PAYMENT TOTAL **	764670048 766387104 2	129.93 91.46 221.39	0.00 0.00 0.00	129.93 91.46 221.39	118760
97635		2762	HOME DEPOT PRO supplis for community building ** PAYMENT TOTAL **	765435060 1	27.32 27.32	0.00 0.00	27.32 27.32	118760
97636		2772	JVA INC JVA#1020e ON CALL SER AUG 2023 ** PAYMENT TOTAL **	114365 1	1,263.60 1,263.60	0.00 0.00	1,263.60 1,263.60	118760
			CANON FINANCIAL SERVICES INC COPY MACHINE 2023 COPIER AGREEMENT-CLERKS Fire Ops - Copier Rental STREET- HICKORY SHOP COPIER CO W/C Copier copier library PD CANON CONTRACT/COPIES CORRECTION OVER EXPEND BY .02c	31242344 31242345 31242346 31242347 31242348 31242349 31242350 31242350-1 31242351	251.81 282.01 180.52 47.07 85.83 1,207.86 288.84 0.02- 368.26	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	251.81 282.01 180.52 47.07 85.83 1,207.86 288.84 0.02- 368.26	
97637		2821	Administration Copier MONTHLY COPIER - TECH ** PAYMENT TOTAL **	31242352 31242353 11	311.36 84.02 3,107.56	0.00 0.00 0.00	311.36 84.02 3,107.56	118760
97638		2828	CHARTER COMMUNICATIONS 2023 TV SERVICE AT COM BLDG ** PAYMENT TOTAL **	0021665092623 1	35.26 35.26	0.00 0.00	35.26 35.26	118760
97639		2856	VERIZON WIRELESS LLC SEPT 2023 BILLING - LANDFILL ** PAYMENT TOTAL **	9945287378 1	40.09 40.09	0.00 0.00	40.09 40.09	118760
97640		2900	STATE INDUSTRIAL PRODUCTS EQMAINT-GRAPHITE LUBRICANT ** PAYMENT TOTAL **	903049746 1	195.69 195.69	0.00 0.00	195.69 195.69	118760
			AT&T MOBILITY LLC SEPT 2023 BILLING SEPT 2023 BILLING SEPT 2023 BILLING SEPT 2023 BILLING SEPT 2023 BILLING	87294801351X09282023 87294820464X09282023 87294820464X09282023 87294820464X09282023 87294820464X09282023	1,124.34 1,258.53 1,258.53 1,258.53 1,258.53	0.00 0.00 0.00 0.00 0.00	1,124.34 92.20 230.50 843.63 92.20	

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97641		2916	SEPT 2023 BILLING SEPT 2023 BILLING SEPT 2023 BILLING SEPT 2023 BILLING ** PAYMENT TOTAL ** NEWMAN SIGNS INC PD 18 & 28 IN CONES PD 18 & 28 IN CONES ** PAYMENT TOTAL **	87294825779X09282023 87310830973X09282023 87310830973X09282023 87323423014X09282023 9	796.11 317.45 317.45 280.28 3,776.71	0.00 0.00 0.00 0.00 0.00	796.11 273.54 43.91 280.28 3,776.71	10/04/23	118760
97642		2917	COLORADO ANALYTICAL LAB INC Wastewater-BOD/TSS-TTHM.HAA5 Wastewater-BOD/TSS-TTHM.HAA5 Wastewater-BOD/TSS-TTHM.HAA5 Wastewater-BOD/TSS Wilky Sample Wastewater-BOD/TSS Wilky Sample ** PAYMENT TOTAL **	230907086 230913042 230914018 230920034 230921015 5	253.00 68.00 68.00 68.00 68.00 525.00	0.00 0.00 0.00 0.00 0.00 0.00	253.00 68.00 68.00 68.00 68.00 525.00	10/04/23	118760
97643		2948	CORPORATE BILLING LLC EQMAINT- CYLINDER/MARKER LAMP ** PAYMENT TOTAL **	XA1202352:01 1	1,973.35 1,973.35	0.00 0.00	1,973.35 1,973.35	10/04/23	118760
97644		2949	WEIS FIRE & SAFETY EQUIP LLC Fire Eq - Pump Test E2 ** PAYMENT TOTAL **	191489 1	365.00 365.00	0.00 0.00	365.00 365.00	10/04/23	118760
97645		3001	CORPORATE BILLING LLC EQMAINT- JOYSTICK ** PAYMENT TOTAL **	XA202008448:01 1	1,237.31 1,237.31	0.00 0.00	1,237.31 1,237.31	10/04/23	118760
97646		3034	CITYSERVICEALCON LLC AIRPORT- JET FUEL - ADDITIZED AIRPORT- PHILLIP66 TRMNL MAINT ** PAYMENT TOTAL **	0703454 W199397 2	31,689.49 16.00 31,705.49	0.00 0.00 0.00	31,689.49 16.00 31,705.49	10/04/23	118760
97647		3127	IRE ENTERPRISES LLC AIRPT-LEASE 2002 FUEL TRUCK ** PAYMENT TOTAL **	1032 1	795.49 795.49	0.00 0.00	795.49 795.49	10/04/23	118760
97648		3185	PERKINS CHEVROLET BUICK GMC EQMAINT-W-S MODULE CORE DEPOSIT CREDIT ** PAYMENT TOTAL **	447 CM3287 2	316.27 50.00- 266.27	0.00 0.00 0.00	316.27 50.00- 266.27	10/04/23	118760
97649		3229	BRANNAN AGGREGATES Water/ww-Class 6 roadbase Water/ww-Class 6 roadbase ** PAYMENT TOTAL **	351471 351666 2	3,455.70 1,948.48 5,404.18	0.00 0.00 0.00	3,455.70 1,948.48 5,404.18	10/04/23	118760

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97650		3246	SNAP ON CREDIT LLC						
			EQMAINT- SOLUS EDGE	SEPT-2023	45.75	0.00	45.75		
			** PAYMENT TOTAL **	1	45.75	0.00	45.75	10/04/23	118760
97651		3302	WINSUPPLY COMMERCIAL CHARGE						
			Water/WW-Meter Fittings	1651446723	1,136.82	0.00	1,136.82		
			** PAYMENT TOTAL **	1	1,136.82	0.00	1,136.82	10/04/23	118760
97652		3305	CENTURYLINK						
			2023 E911 - CIVIL DEFENSE	300426135-9-2023	212.90	0.00	212.90		
			2023 E911 - CIVIL DEFENSE	300426136-9-2023	85.16	0.00	85.16		
			SEPT 2023 BILLING	300426145-9-23	85.16	0.00	85.16		
			2023 PROMERS COM BILLING	300426149-9-2023	88.48	0.00	88.48		
			SEPT 2023 BILLING	300426150-9-23	85.16	0.00	85.16		
			SEPT 2023 BILLING	300426154-9-23	136.46	0.00	136.46		
			W/C Phone Service-6 months	30077088-9-2023	152.34	0.00	152.34		
			SEPT 2023 BILLING	409283314-9-2023	2,856.42	0.00	2,856.42		
			SEPT 2023 BILLING	409283314-9-2023	2,856.42	0.00	2,856.42		
			SEPT 2023 BILLING	409283314-9-2023	2,856.42	0.00	2,856.42		
			SEPT 2023 BILLING	409283314-9-2023	3,702.08	0.00	3,702.08		
			** PAYMENT TOTAL **	11					
97653		3327	BEVERLY HAGGARD						
			PTP Eagle Pass TX -Bev Haggard	091223	1,674.99	0.00	1,674.99		
			** PAYMENT TOTAL **	1	1,674.99	0.00	1,674.99	10/04/23	118760
97654		3355	AMAZON CAPITAL SERVICES INC						
			Wellness Incentive	13DI-N3DR-1L99	18.68	0.00	18.68		
			Ubiquiti NanoBeam AC	13HL-XRKK-KWP6	317.64	0.00	317.64		
			OFFICE SUPPLIES	14V4-7PWW-JVF3	51.60	0.00	51.60		
			Reolink NVR Cam System	1C6Q-31GK-39XD	518.96	0.00	518.96		
			RETURN-SECURITY CAMERA-PD	1FHF-F3LQ-VYF	136.04	0.00	136.04		
			PWKS- PHONE CASE - PAT	1H7Y-YD9J-P9KL	24.99	0.00	24.99		
			CREDIT ON PO 43-2442 WT	1JFW-WKDL-JDM7	24.72	0.00	24.72		
			Amb Eq - rplc seat	1JGP-VW13-CYJ6	110.99	0.00	110.99		
			ATT Hotspot Antenna's	1KW4-Q1C9-CRFT	31.99	0.00	31.99		
			E911-COMPACT PRINTER	1LC9-WCLW-1G64	219.99	0.00	219.99		
			SUPPLIES	1LR6-1K93-6WQC	113.43	0.00	113.43		
			RETURN-SECURITY CAMERA-PD	1MWF-XTXH-VDN1	136.04	0.00	136.04		
			PD BUSINESS CARDS	1QFP-4MJQ-1HJC	73.98	0.00	73.98		
			MISC SUPPLIES	1TYG-VMLM-7HCR	323.36	0.00	323.36		
			EQMAINT- FAN CLUTCH PULLEY	1V4P-9HGW-7JY6	58.76	0.00	58.76		
			glue sticks	1W76-Y16J-4L1D	17.99	0.00	17.99		
			canopy	1XLL-WT1F-FJLY	136.99	0.00	136.99		

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97655		3397	HELTON & WILLIAMSEN PC INC Water/WW-Engineer	17	1,722.55	0.00	1,722.55 10/04/23	118760
			** PAYMENT TOTAL **					
			Water/WW-Engineer	3097	1,714.00	0.00	1,714.00	
			Water/WW-Engineer	3098	12,914.00	0.00	12,914.00	
			** PAYMENT TOTAL **	2	14,628.00	0.00	14,628.00 10/04/23	118760
97656		3398	GEOCYCLE LLC LANDFILL- TIRE RECYCLE	1	800.00	0.00	800.00	
			** PAYMENT TOTAL **	1	800.00	0.00	800.00 10/04/23	118760
97657		3478	SHRED AMERICA COLORADO Amb Op - Shredding Fee	1	30.80	0.00	30.80	
			** PAYMENT TOTAL **	1	30.80	0.00	30.80 10/04/23	118760
97658		3479	ARAPAHOE AERO AIRPORT- NOSE LANDING GEAR	1	2,796.50	0.00	2,796.50	
			** PAYMENT TOTAL **	1	2,796.50	0.00	2,796.50 10/04/23	118760
97659		3522	ALL RITE PAVING INC STREET- ASPHALT	1	696.42	0.00	696.42	
			** PAYMENT TOTAL **	1	696.42	0.00	696.42 10/04/23	118760
97660		3672	TRI-STATE FIREWORKS INC Fire Op - Fireworks	1	13,000.00	0.00	13,000.00	
			** PAYMENT TOTAL **	1	13,000.00	0.00	13,000.00 10/04/23	118760
97661		3832	ALBERTS WATER & WASTEWATER SPECIALISTS I Wastewater-UPS Shipments	1	1,863.75	0.00	1,863.75	
			** PAYMENT TOTAL **	1	1,863.75	0.00	1,863.75 10/04/23	118760
97662		3878	OLD REPUBLIC SURETY GROUP CITY TREASURERS BOND 5/23-5/27	1	1,775.00	0.00	1,775.00	
			** PAYMENT TOTAL **	1	1,775.00	0.00	1,775.00 10/04/23	118760
97663		3918	CINTAS CORP LOC #562 BAL DUE ON #4165341110 JCARVER	1	13.87	0.00	13.87	
			SEPT-2023 COMPLEX MOPS, TOWELS		156.86	0.00	156.86	
			SEPT-2023 STREETS TOWELS MATS		51.97	0.00	51.97	
			SEPT-2023 SANITATION UNIFORMS		119.72	0.00	119.72	
			SEPT-2023 STREETS UNIFORMS		168.56	0.00	168.56	
			SEPT-2023 COM BLDG MOPS, TOWELS		248.33	0.00	248.33	
			SEPT-2023 BLDG MAINT UNIFORMS		67.09	0.00	67.09	
			SEPT-2023 EQUIP M TOWELS MATS		70.72	0.00	70.72	
			SEPT-2023 ENG UNIFORMS		66.45	0.00	66.45	
			SEPT-2023 ENGINEERS MATS		14.06	0.00	14.06	
			SEPT-2023 EQUIP MAINT UNIFORMS		29.92	0.00	29.92	
			SEPT-2023 PKS/REC/CEM UNIFORMS		342.02	0.00	342.02	
			SEPT-2023 WATER UNIFORMS		142.20	0.00	142.20	

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			SEPT-2023 COMPLEX MOPS, TOWELS	4167440447	156.86	0.00	156.86		
			SEPT-2023 STREETS TOWELS MATS	4167440682	63.76	0.00	63.76		
			SEPT-2023 STREETS UNIFORMS	4167440689	157.01	0.00	157.01		
			SEPT-2023 SANITATION UNIFORMS	4167440710	268.56	0.00	268.56		
			SEPT-2023 ENGINEERS MATS	4167440770	14.06	0.00	14.06		
			SEPT-2023 COM BLDG MOPS, TOWELS	4167440778	248.33	0.00	248.33		
			SEPT-2023 BLDG MAINT UNIFORMS	4167440814	66.32	0.00	66.32		
			SEPT-2023 PKS/REC/CEM UNIFORMS	4167440822	172.17	0.00	172.17		
			SEPT-2023 EQUIP M TOWELS MATS	4167440823	57.62	0.00	57.62		
			SEPT-2023 ENG UNIFORMS	4167440864	16.45	0.00	16.45		
			SEPT-2023 EQUIP MAINT UNIFORMS	4167440885	29.92	0.00	29.92		
			SEPT-2023 WATER UNIFORMS	4167440934	142.20	0.00	142.20		
			SEPT-2023 COMPLEX MOPS, TOWELS	4168156929	156.86	0.00	156.86		
			SEPT-2023 STREETS TOWELS MATS	4168157129	51.97	0.00	51.97		
			SEPT-2023 SANITATION UNIFORMS	4168157220	547.78	0.00	547.78		
			SEPT-2023 STREETS UNIFORMS	4168157270	710.21	0.00	710.21		
			SEPT-2023 COM BLDG MOPS, TOWELS	4168157399	248.33	0.00	248.33		
			SEPT-2023 BLDG MAINT UNIFORMS	4168157448	65.46	0.00	65.46		
			SEPT-2023 PKS/REC/CEM UNIFORMS	4168157494	172.17	0.00	172.17		
			SEPT-2023 EQUIP M TOWELS MATS	4168157517	112.29	0.00	112.29		
			SEPT-2023 ENGINEERS MATS	4168157572	14.06	0.00	14.06		
			SEPT-2023 WATER UNIFORMS	4168157580	123.59	0.00	123.59		
			SEPT-2023 ENG UNIFORMS	4168157603	16.45	0.00	16.45		
			SEPT-2023 EQUIP MAINT UNIFORMS	4168157605	29.92	0.00	29.92		
			SEPT-2023 COMPLEX MOP, TOWELS	4168854453	156.86	0.00	156.86		
			SEPT-2023 SAN UNIFORMS	4168854595	469.15	0.00	469.15		
			SEPT-2023 STREETS MATS, TOWELS	4168854605	63.76	0.00	63.76		
			SEPT-2023 STREETS UNIFORMS	4168854674	233.77	0.00	233.77		
			SEPT-2023 PKS/REC/CEM UNIFORMS	4168854679	172.17	0.00	172.17		
			SEPT-2023 COM BLDG MOP, TOWEL	4168854693	248.33	0.00	248.33		
			SEPT-2023 EQ MAINT MATS, TOWEL	4168854718	57.62	0.00	57.62		
			SEPT-2023 EQUIP MAINT UNIFORMS	4168854724	29.92	0.00	29.92		
			SEPT-2023 BLDG MAINT UNIFORMS	4168854736	65.46	0.00	65.46		
			SEPT-2023 ENG MATS	4168854737	14.06	0.00	14.06		
			SEPT-2023 WATER UNIFORMS	4168854777	122.44	0.00	122.44		
			SEPT-2023 ENG UNIFORMS	4168854777	16.45	0.00	16.45		
			** PAYMENT TOTAL **	49	6,784.11	0.00	6,784.11	10/04/23	118760
97664		3926	CORE & MAIN LP						
			Water/WW-stock Material	T602714	3,246.84	0.00	3,246.84		
			** PAYMENT TOTAL **	1	3,246.84	0.00	3,246.84	10/04/23	118760

City of Lamar
Payment Register Print

Batch: 0 Period: 10/04/23

Payment HP/ Number VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
97665	3997	FNBO						
		Water/WW-Stock MetersMaterial	000065VV79353	58.87	0.00	58.87		
		Water/WW-Stock MetersMaterial	000065VV79353-1	45.12	0.00	45.12		
		Water/WW-UPS Shipping	000065VV79373	46.44	0.00	46.44		
		Water/WW-UPS Shipping	000065VV79373-1	107.67	0.00	107.67		
		Wastewater-UPS Shipments	000065VV79383	59.27	0.00	59.27		
		PD STALKER/ CABLE	00010283	106.95	0.00	106.95		
		CONFERENCE LODGING	080723CPRACONF.	729.28	0.00	729.28		
		CREDIT FNB	091923-CR	9.04-	0.00	9.04-		
		CR GOTOMYPC	19426657	23.76-	0.00	23.76-		
		AIRPORT-BAS PARTS DOWNPAYMENT	21836	2,500.00	0.00	2,500.00		
		books for halloween	227816	499.88	0.00	499.88		
		REFUND C PEARSON WATER CLASS	23467	50.00-	0.00	50.00-		
		W.C Vista Print Postcards	2492153269717757673	142.16	0.00	142.16		
		Custom Merchandise	25735353	818.16	0.00	818.16		
		PD CADA INS. SERVICE	268719	69.94	0.00	69.94		
		SSL EFORCE	2707955393	199.98	0.00	199.98		
		Common Ground Donuts	432632	42.23	0.00	42.23		
		Water/WW-Office Supplies	5598891	34.31	0.00	34.31		
		EQMAINT- OFFICE SUPPLY	5598891-1	150.75	0.00	150.75		
		Water/WW-Exam Prep CRW	714761	200.00	0.00	200.00		
		REORDER OF NAME TAGS	716864A	53.78	0.00	53.78		
		PD LODGING/SALDANA & HERNANDEZ	COVACONF.	1,153.02	0.00	1,153.02		
		Drug Testing Merch	CS1964077	244.00	0.00	244.00		
		PHILANTHROPY DAYS	RULEPHIL9/12	225.00	0.00	225.00		
		STREET- BLADES FOR CONCRETE SA	SAWFEREIGHT	2,223.78	0.00	2,223.78		
		** PAYMENT TOTAL **		9,627.79	0.00	9,627.79	10/04/23	118760
97666	4398	SECOM						
		OCTOBER 2023 INTERNET BILLING	1155-10-1-2023	883.72	0.00	883.72		
		OCTOBER 2023 INTERNET BILLING	1155-10-1-2023	883.72	0.00	883.72		
		** PAYMENT TOTAL **		883.72	0.00	883.72	10/04/23	118760
97667	4456	WAXIE SANITARY SUPPLY INC						
		virex disinfectant cleaner CRC	81939741	150.12	0.00	150.12		
		** PAYMENT TOTAL **		150.12	0.00	150.12	10/04/23	118760
BANK TOTALS				553,261.37	0.00	553,261.37		
PAYMENTS: 104				465.00	0.00	465.00		
VOIDS: 0								

City of Lamar
Payment Register Print

Batch: 0 Period: 10/04/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
5777		2058	FOR BANK ACCOUNT:5 CITY OF LAMAR-GENERAL FUND						
			FRONTIER BANK						
			SEPT 2023 TRANSFER	SEPT2023	431,000.00	0.00	431,000.00		
			** PAYMENT TOTAL **	1	431,000.00	0.00	431,000.00	09/28/23	118652
			BANK TOTALS						
			PAYMENTS: 1	1.00	431,000.00	0.00	431,000.00		
			VOIDS: 0						

SALES TAX

City of Lamar
Payment Register Print

Batch: 0 Period: 10/04/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FRONTIER BANK									
FOR BANK ACCOUNT:63									
53758		1129	CITY OF LAMAR L&P RESERVE						
			SEPT 2023 TRANSFER	SEPT2023	30,000.00	0.00	30,000.00		
			** PAYMENT TOTAL **	1	30,000.00	0.00	30,000.00	09/28/23	118652
53759		2058	CITY OF LAMAR-GENERAL FUND						
			SEPT 2023 TRANSFER	09-2023	11,875.00	0.00	11,875.00		
			** PAYMENT TOTAL **	1	11,875.00	0.00	11,875.00	09/28/23	118652
53760		2076	UNITED STATES POST OFFICE						
			SEPT UTILITY BILLING	09-2023	1,862.95	0.00	1,862.95		
			** PAYMENT TOTAL **	1	1,862.95	0.00	1,862.95	09/28/23	118652
53761		1	MARISOL VAZQUEZ						
			22981/621215640: ACCT 22981 RE	U:00001410	100.34	0.00	100.34		
			** PAYMENT TOTAL **	1	100.34	0.00	100.34	09/29/23	118678
53762		2057	CITY OF LAMAR-MISC						
			PETTY CASH REIMBURSEMENT	10-2-2023	486.38	0.00	486.38		
			** PAYMENT TOTAL **	1	486.38	0.00	486.38	10/02/23	118707
53763		351	PERA OF COLORADO						
			PERA:4965:270:09/30/23	4965:620	6,081.11	0.00	6,081.11		
			PERA:4965:770:09/30/23	4965:621	9,973.00	0.00	9,973.00		
			PERA LIFE:4965:305:09/30/23	4965:622	54.25	0.00	54.25		
			** PAYMENT TOTAL **	3	16,108.36	0.00	16,108.36	10/03/23	118735
53764		442	401K VOLUNTARY INVESTMENT PLAN						
			PERA 401K:4965:271:09/30/23	4965:618	537.16	0.00	537.16		
			PERA 401K:4965:273:09/30/23	4965:619	1,005.00	0.00	1,005.00		
			** PAYMENT TOTAL **	2	1,542.16	0.00	1,542.16	10/03/23	118735
53765		666	COMMUNITY STATE BANK						
			HSA ACCT:4965:214:09/30/23	4965:649	65.00	0.00	65.00		
			** PAYMENT TOTAL **	1	65.00	0.00	65.00	10/03/23	118735
53766		2055	CITY OF LAMAR						
			FED W/H:4965:800:09/30/23	4965:614	5,451.94	0.00	5,451.94		
			COLO W/H:4965:810:09/30/23	4965:615	2,441.00	0.00	2,441.00		
			MEDICARE:4965:701:09/30/23	4965:616	980.49	0.00	980.49		
			MEDICARE:4965:801:09/30/23	4965:617	980.49	0.00	980.49		
			** PAYMENT TOTAL **	4	9,853.92	0.00	9,853.92	10/03/23	118735
53767		2056	CITY OF LAMAR-PAYROLL						
			WHIZ TICKET:4965:404:09/30/23	4965:652	35.00	0.00	35.00		
			** PAYMENT TOTAL **	1	35.00	0.00	35.00	10/03/23	118735
BANK TOTALS									
				PAYMENTS: 10	71,929.11	0.00	71,929.11		
				VOIDS: 0					

Batch: 0 Period: 10/04/23

Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
				482.00	1,056,190.48	0.00	1,056,190.48		

REGISTER TOTALS PAYMENTS: 115 VOIDS: 0

PAYMENT TYPE TOTALS PAYMENTS: 115 VOIDS: 0

CHK

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL
Monday, October 9, 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 –
- II. Pledge of Allegiance
- III. Call to Order
- IV. Roll Call
- V. Review Agenda

CONSENT AGENDA

- Item 1 - Approval of Council Meeting Minutes – 9/25/23
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 9/12/23
- Item 3 – Payment of Bills _____
- Item 4 – License – Renewal
 - a) Liquor Store License (city) – A & B Liquor, Inc., 804 East Olive Street
 - b) Lodging & Entertainment (city) – The Max Hotel, 201 South Main Street
 - c) Tavern License (city) – Desiree’s, 104 East Beech Street

PUBLIC COMMENT

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

REPORTS AND CORRESPONDENCE

Item 1 - City Treasurer's Report

Item 2 - City Clerk's Report

Item 3 - City Administrator's Report

Item 4 - Reports and Correspondence from Council

NEW BUSINESS

Item 1 - 2024 Budget Hearing _____

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

Item 2 - Ports-to-Plains Update - Beverly Haggard

Item 3 - Application for the Victims Assistance and Law Enforcement (VALE) Grant for 2024

Item 4 - Contract with Purple Wave for Online City Auction

Item 5 - Contract with Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Item 6 - Agreement to Trade Properties Between Lamar and Peter Page

Item 7 – Agreement Providing for Ambulance & Emergency Medical Services in Prowers County, Colorado

Item 8 – Amendment to PSA for KB WHTM Propco LLC

ORDINANCES 1ST READING

Item 9 – “An Ordinance to Levy and Collect Taxes in the City of Lamar, Colorado, for the Fiscal Year Beginning January 1, 2024”

Item 10 – “An Ordinance Providing for the Appropriation of Revenues and Expenditures and Adopting the Budget for the City of Lamar, Colorado, for the Fiscal Year Beginning January 1, 2024”

Item 11 – “An Ordinance to Accept and Dedicate Real Property for Use as an “alley”

Item 12 – “An Ordinance to Accept and Dedicate Real Property for Use as a Municipal Street”

Item 13 - Miscellaneous

NEXT CITY COUNCIL MEETING – Monday October 23, 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).

Submit to Local Licensing Authority

**A & B LIQUOR
 2938 WOODLAND DRIVE
 Lamar CO 81052**

SEP 26 2023

Fees Due	
Renewal Fee	352.50 ✓
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name A & B LIQUOR LLC		Doing Business As Name (DBA) A & B LIQUOR	
Liquor License # 03-05277	License Type Liquor Store (city)		
Sales Tax License Number 27947830	Expiration Date 11/04/2023	Due Date 09/20/2023	
Business Address 804 EAST OLIVE Lamar CO 81052			Phone Number 7193365861
Mailing Address 2938 WOODLAND DRIVE Lamar CO. 81052		Email whitai/7@charter.net	
Operating Manager CHRIS CURRELL	Date of Birth 9/2/57	Home Address 2938 WOODLAND DR. LAMAR CO 81052	Phone Number 719-336-5861
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

CHRIS CURRELL

Title

OWNER

Signature

[Handwritten Signature]

Date

9-23-23

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

DR 8406 (02/22/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

**THE MAX HOTEL
 PO BOX 18999
 Denver CO 80218**

SEP 21 2023

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name THE MAX HOTEL LLC		Doing Business As Name (DBA) THE MAX HOTEL	
Liquor License # 03-12682	License Type Lodging & Entertainment (City)		
Sales Tax License Number 32717493	Expiration Date 12/17/2023	Due Date 11/02/2023	
Business Address 201 SOUTH MAIN STREET Lamar CO 81052			Phone Number 3033998635
Mailing Address PO BOX 18999 Denver CO 80218		Email nancy@unleadedgroup.com	
Operating Manager Nancy Clark	Date of Birth 1-30-53	Home Address 2301 Monaco Pkwy Denver, CO 80207	Phone Number 303-399-8635
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Nancy Clark</i>	Title <i>Partner</i>
Signature <i>Nancy Clark</i>	Date <i>11-Sept '23</i>

Report & Approval of City or County Licensing Authority

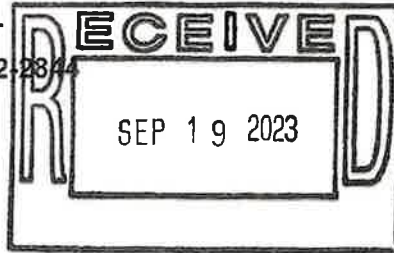
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Submit to Local Licensing Authority

DESIREE'S
 104 E BEECH ST
 Lamar CO 81052-2844



Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name DESIREE'S INC		Doing Business As Name (DBA) DESIREE'S	
Liquor License # 09-30402-0000	License Type Tavern (city)		
Sales Tax License Number 0093040200	Expiration Date 12/31/2023	Due Date 11/16/2023	
Business Address 104 E BEECH ST Lamar CO 81052-2844			Phone Number 7193365559
Mailing Address 104 E BEECH ST Lamar CO 81052-2844		Email desireebar@gmail.com	
Operating Manager Desiree Ellis	Date of Birth 4/25/58	Home Address 525 Willow Valley	Phone Number 719-688-7000
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Desiree Ellis</i>	Title <i>OWNER</i>
Signature <i>Desiree Ellis</i>	Date <i>9-19-2023</i>

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Agenda Item No. 1

Council Date: 10-09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

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

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Light & Power Budget Presentation – Houssin Hourieh
2. Misc.

RECOMMENDATION: None necessary

Agenda Item No. 2

Council Date: 10/09/2023

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: October 9, 2023

PCE

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

1. Sales and Use Tax Report
2. Miscellaneous

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

Thank you.

REVENUE REPORT - SEPTEMBER 2023

MONTHLY

AUGUST SALES & USE TAX COLLECTED IN SEPTEMBER 2023

	<u>2023</u>	<u>2022</u>	<u>DIFFERENCE FROM 2022 TO 2023</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$388,449.82	\$374,483.78	\$13,966.04	3.73%
USE TAX COLLECTED	\$41,345.09	\$24,394.94	\$16,950.15	69.48%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$283.00	\$556.91	-\$273.91	-49.18%
TOTAL SALES / USE TAX COLLECTIONS	\$430,077.91	\$399,435.63	\$30,642.28	7.67%
VENDOR'S COMMISSION	\$12,086.36	\$12,369.35		

YEAR TO DATE

SALES & USE TAX COLLECTED JANUARY - SEPTEMBER 2023

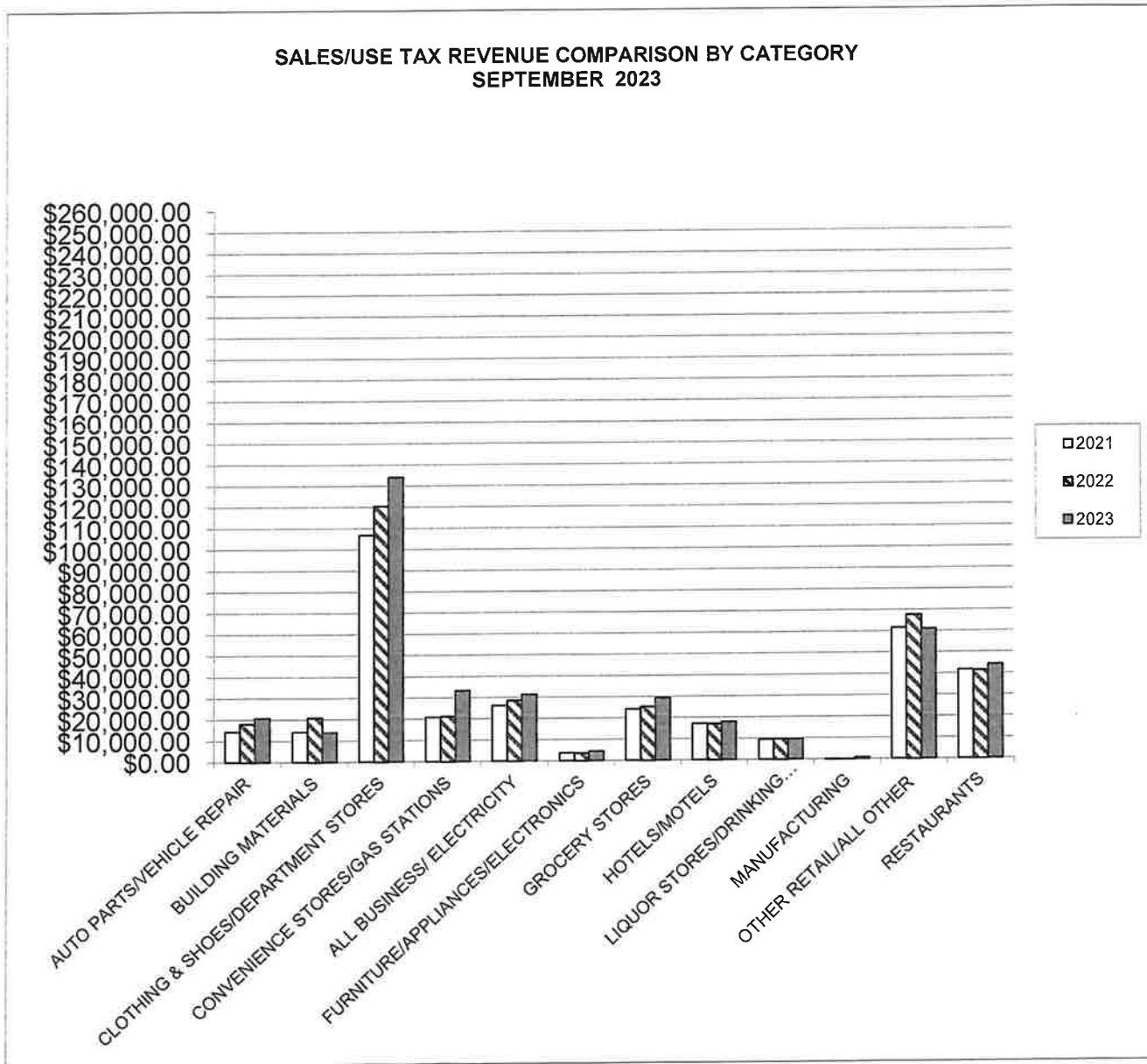
	<u>2023</u>	<u>2022</u>	<u>DIFFERENCE FROM 2022 TO 2023</u>	<u>% OF DIFFERENCE</u>
CITY SALES TAX COLLECTED (3%)	\$3,538,763.23	\$3,384,170.92	\$154,592.31	4.57%
USE TAX COLLECTED	\$336,783.86	\$274,543.94	\$62,239.92	22.67%
OTHER COLLECTIONS (Penalties & Interest, Licenses, A/R's)	\$24,706.13	\$23,104.28	\$1,601.85	6.93%
TOTAL SALES / USE TAX COLLECTIONS	\$3,900,253.22	\$3,681,819.14	\$218,434.08	5.93%
VENDOR'S COMMISSION	\$112,899.34	\$111,356.56		

NOTE: Vendor's commissions are included for information only. Vendors commissions are not collected, therefore; they are not considered revenue. Vendor's commissions are 3.33% of sales tax collected and are deducted by the taxpayer from returns that are filed timely.



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

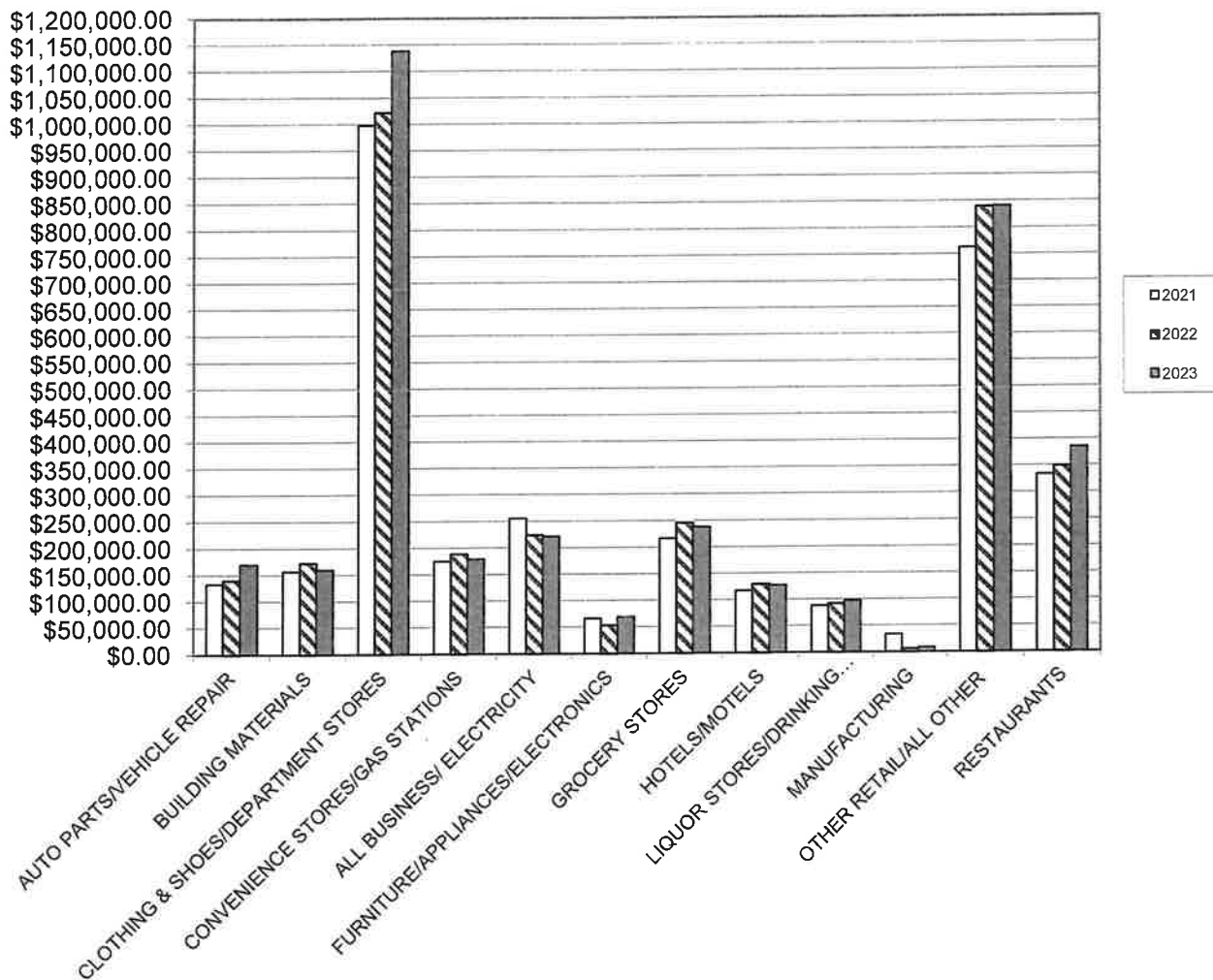
	2021	2022	2023
AUTO PARTS/VEHICLE REPAIR	\$14,345.82	\$18,069.00	\$20,754.50
BUILDING MATERIALS	\$14,322.67	\$20,952.43	\$14,038.49
CLOTHING & SHOES/DEPARTMENT STORES	\$106,796.28	\$120,526.59	\$134,147.75
CONVENIENCE STORES/GAS STATIONS	\$20,863.15	\$21,206.41	\$33,328.41
ALL BUSINESS/ ELECTRICITY	\$26,196.11	\$28,611.77	\$31,344.59
FURNITURE/APPLIANCES/ELECTRONICS	\$3,749.74	\$3,576.36	\$4,417.99
GROCERY STORES	\$24,289.11	\$25,270.67	\$29,446.32
HOTELS/MOTELS	\$17,140.98	\$17,003.92	\$17,937.06
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$9,447.00	\$9,691.00	\$9,635.00
MANUFACTURING	\$94.88	\$101.39	\$727.79
OTHER RETAIL/ALL OTHER	\$61,645.85	\$67,796.40	\$61,073.68
RESTAURANTS	\$41,732.90	\$41,386.81	\$44,313.55



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

	2021	2022	2023
AUTO PARTS/VEHICLE REPAIR	\$133,024.19	\$140,279.65	\$169,433.95
BUILDING MATERIALS	\$156,514.95	\$172,566.21	\$159,386.38
CLOTHING & SHOES/DEPARTMENT STORES	\$997,609.31	\$1,021,977.91	\$1,138,165.03
CONVENIENCE STORES/GAS STATIONS	\$174,878.34	\$189,036.96	\$179,100.10
ALL BUSINESS/ ELECTRICITY	\$255,137.87	\$224,379.62	\$221,165.32
FURNITURE/APPLIANCES/ELECTRONICS	\$66,443.27	\$53,172.18	\$69,338.98
GROCERY STORES	\$216,536.48	\$246,228.82	\$237,919.92
HOTELS/MOTELS	\$117,643.21	\$129,832.24	\$127,111.64
LIQUOR STORES/DRINKING ESTABLISHMENTS	\$88,026.00	\$92,139.00	\$97,589.00
MANUFACTURING	\$33,391.37	\$6,024.99	\$8,186.03
OTHER RETAIL/ALL OTHER	\$762,289.12	\$839,599.62	\$840,526.87
RESTAURANTS	\$333,518.16	\$349,670.86	\$384,882.21

SALES/USE TAX REVENUE COMPARISON BY CATEGORY
JANUARY THROUGH SEPTEMBER 2023



CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

DATE: October 9, 2023

RE

-
1. Coffee with Rob, 7:00am – Wednesday, October 18, 2023 - at TA Express
7:00am – Wednesday, October 25, 2023 – at TA Express
 2. Crossroads HORIZON, Lamar's Comprehensive Development Plan-Ayers Associates
 3. Moonlight Madness – Thursday, October 26, 2023 at 6:00pm
 4. Projects Update
 4. Miscellaneous

LAMAR CHAMBER OF COMMERCE

MOONLIGHT MADNESS

THURSDAY OCTOBER 26TH

5PM-8PM

DOWNTOWN LAMAR

TRICKS, TREATS, COSTUMES &
BEST WINDOW CONTEST!

SUPPORT YOUR LOCAL MERCHANTS IN
OUR TOWN OF HALLOWEEN!

SCAVENGER HUNT HIDDEN IN PAINTED WINDOWS!

GET A PAPER AT ANY PARTICIPATING BUSINESS

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: 2024 Budget Hearing

INITIATOR: City Treasurer CITY ADMINISTRATOR'S REVIEW: ACF

ACTION PROPOSED: Hold the 2024 budget hearing for public comment on the 2024 proposed Budget

STAFF INFORMATION SOURCE: City Administrator, City Treasurer, Utilities Superintendent

BACKGROUND:

The Lamar City Charter requires that a public hearing on the proposed budget be held prior to October 15th of each year. Article 11-4 of the Charter states:

“A public hearing of the proposed budget shall be held at and by a joint meeting of the Council and Board on a date prior to October 15th and at a place to be fixed by the Council....”

Article 11-4 of the Charter further states:

“...Council shall cause notice of the time and place of such hearing to be published one time at least five days prior to the hearing. Copies of the proposed budget shall be made available for use of the public...”

Notification of the public hearing was published in the September 28, 2023 edition of the Lamar Ledger and posted on the City Complex at the front entrance. Copies of the proposed budgets have been available for public inspection in the City Clerk’s office beginning September 28, 2023.

RECOMMENDATION: Hold the 2024 budget hearing for public comment

PUBLIC HEARING

NOTICE AS TO PROPOSED BUDGET

Notice is hereby given that a proposed budget has been submitted to the City Council of the City of Lamar and the Utilities Board of the City of Lamar for the ensuing year January 1, 2024 through December 31, 2024. That a copy of such proposed budget has been filed in the office of the City Clerk, 102 E. Parmenter where same is open for public inspection. That such proposed budget includes the proposed uses of HUTF and County Road and Bridge funds. The Sanitation Fund includes an estimated amount for the closure and post-closure care of the landfill as required by Regulation Pertaining to Solid Waste Disposal Sites and Facilities. That such proposed budget will be considered at a joint meeting of the City Council and the Utilities Board of said City to be held in City Council Room, Lamar Municipal Complex, 102 East Parmenter on Monday, October 9, 2023 at 7:00 p.m.

Any interested citizen within said City of Lamar may inspect the proposed budgets and file or register any objections thereto at any time prior to the final adoption of the budget.

/s/ Linda Williams
City of Lamar, Colorado
A Municipal Corporation
Linda Williams, City Clerk

Published: September 28, 2023

Agenda Item No. 2

Council Date: 10/09/23

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

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

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

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 Eagle Pass, Texas.

RECOMMENDATION: Informational.

Agenda Item No. 3

Council Date 10/09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Application for the Victims Assistance and Law Enforcement (VALE) Grant for 2024

INITIATOR: Kyle Miller CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Apply for the VALE Grant for 2024.

STAFF INFORMATION SOURCE: Police Chief Kyle Miller

BACKGROUND:

The Lamar Police Department is seeking to apply for the Victim's Assistance and Law Enforcement (VALE) Grant for 2024 through the District Attorney's Office. The funds would be used to provide "Victim Rights Act" notification to crime victims. This grant provides the Lamar Police Department with the cost of supplies to notify victims of their rights and resources in the community. The Lamar Police Department will be requesting \$ \$20,340.00 for the 2024 grant year.

The department was granted a total amount of \$16,666.00 for the 2023 VALE.

This 2024 VALE Grant will be presented in front of the VALE Board on November 2, 2023.

RECOMMENDATION: Authorize Lamar Police Department to apply for the VALE grant for 2024 & allow Mayor to sign.

For Official Use Only: Application Number: _____
Date Received _____ Approved _____ Denied _____
V/S or L/E _____ Project Duration _____ to _____
Previously funded Yes No Multi-jurisdictional _____
Other Districts _____
Date of Board review _____

Amount Awarded: _____
Duplicates Services Yes No
Victim Rights Act Yes No
Services to Victims Yes No
All Materials Included Yes No

VICTIM ASSISTANCE AND LAW ENFORCEMENT GRANT APPLICATION

15th Judicial District
110 East Oak Street
Lamar, CO 81052
(719) 336-7446

Please be advised that the board may revoke any contract/grant if used inappropriately. Application must be typed or printed in black ink. All application pages must be numbered. Please submit **one original** of your application. Type the question then answer. Please **submit one original with required attachments** of your application.

I. APPLICANT AGENCY Lamar Police Department

II. PROJECT TITLE Victims Rights Act Notification

Project Director Colleen Saldana

Phone 719-336-1368 Fax 719-336-5501

Address 102 E Parmenter St., Lamar, CO ZIP 81052

E-mail: colleen.saldana@ci.lamar.co.us Web address _____

III. AMOUNT REQUESTED \$20,340.00

IV. NON-PROFIT STATUS: Yes No x In Progress _____
Tax ID Number 84-6000603

GOVERNMENT AGENCY: x YES NO

V. REQUIRED ATTACHMENTS (**only one set of attachments required**):

- A. Budgets
 - 1. Agency Budget (Waived for governmental agencies)
 - 2. Victim Assistance Program Budget
 - 3. Itemized Project Budget (**must include budget narrative**).
- B. Copy of 501(c)(3) IRS Tax Ruling (if applicable)
- C. Listing of Board of Directors and Key Officers
- D. Copy of current Financial Statement and Audit Report – (Waived for governmental agencies)
- E. Management Letter from Auditor – (Waived for governmental agencies)
- F. Random Sampling of Client Satisfaction Surveys
- G. Letters of Support, cooperation, MOUs and/or written referral procedures
- H. If you are requesting a full or part-time position, you must attach your agency's classification of that position and job description

I. Resume of program/project administrator

SECTION A: PROJECT CONCEPT/DESIGN

1. Description of the applicant agency:

The Lamar Police Department (LPD) is the largest law enforcement agency in Prowers County and as such, we provide full-service law enforcement 24 hours per day, 365 days per year. The LPD handles all types of calls for service within the city limits of Lamar, Colorado. Our primary function is to enforce the laws of the State of Colorado and the Municipality of Lamar while encouraging voluntary compliance of the law.

2. Substantiate or quantify the problem your program is designed to address within this community (15th Judicial District), i.e. factually or with other supportive documentation.

The LPD's primary goal for this program is to let victims of crime know their rights as a crime victim. Our notification program educates the victim on what resources are available to them as a victim of a crime. During the first 2 quarters of 2023, the Lamar Police Department has sent out 316 specially prepared packets to victims of crime.

3. Description of the project, which would be funded by VALE, funds in the 15th Judicial District. (Be specific regarding what services VALE funds will provide to this community.)

The Lamar Police Department's computer data base will be screened for crime victims. Upon identifying a victim, an informational packet is assembled. For victims of VRA crimes, the victim receives an informational letter, as well as a victim brochure that has valuable information to the crime victim. Additionally, an informational pamphlet that contains a list of organizations that are available to the crime victim and if appropriate, a Domestic Violence pamphlet may be included with the packet. Victims of crimes involving damage to property are sent a City of Lamar V.A.L.E application along with the informational letter. All victims are given information on whom to contact with problems or complaints. We also assist the victim with completing the necessary forms and follow-up telephone calls, as necessary.

4. A. Identify and describe the project's goals and objectives. Your objectives must be measurable and specific.

Once identified, it is our objective to notify these victims, in writing, of their rights as a victim of crime within the city limits of Lamar, Colorado and assist them in any way possible. The goal of this project is to enable the Lamar Police Department to provide a projected 600 crime victims with the information that will assist them in obtaining assistance from the various organizations that exist in our area for their benefit. Many victims of crime are unaware of the organization's existence or of any funds that might

be available to them.

- B. What is your timetable and work plan for accomplishing your objectives?
The Lamar Police Department's data base is screened to identify victims of crime. Once a victim has been identified, and depending on the type of crime will determine what information will be sent out in each prepared packet by mail. These letters are sent out promptly as all the information and pamphlets have been gathered for each victim. The informational letter encourages the victim to reach out with any questions they may have in this process along with local contacts for further assistance.
5. A. Address what challenges, if any, you anticipate in implementing the program/project goals and objectives.
At this time, we do not anticipate any issues in our grant program.
- B. How do you plan to resolve these issues? **N/A**

SECTION B: SERVICE INFORMATION

1. A. Define the specific service area including population and geographic area targeted for services through this project.
Lamar is located in the southeast corner of the state in Prowers County. According to the U.S Census Bureau Quickfacts-Prowers County, Colorado website, the population for the Prowers County is approximately 11,999 residents. Lamar has a population of approximately 7,687 residents. The purpose of this grant is to notify victims of crimes that occurred within the city limits of Lamar, Colorado, regardless whether the victim is a resident of Lamar.
- B. If the project is not located entirely in the 15th Judicial District, what percentage of services would be for victims and witnesses in the 15th Judicial District.
The total grant award is used for the costs that are associated with the notification of victims of crime within the City of Lamar. The City of Lamar is located within the 15th Judicial District.
2. A. What is the total number of victims and witnesses in need of the services as proposed by this project: (Identify sources of information).
During the 2022 calendar year, the Lamar Police Department drew 6,230 case numbers. Once these calls were screened for victim identification, 652 victim packets were sent out to victims of crime.
- B. What number of people are currently being served by this project in the 15th J.D. and how? (Identify source of information.)
As of September 28st, 2023, the LPD had drawn 4,448 case numbers while sending informational victim packets. This information was obtained from the Lamar Police Department's computer data base as well as the 2021 & 2022 VRA Grant victim contact logs.

- C. What number of people will be served in this project in the 15th J.D. during the upcoming contract period: (Identify sources of information).
According to the Victim Assistance and Law Enforcement Board of the 15th Judicial District Grant Financial Reports for the years 2020, 2021 and 2022 we served a total of 1,895 victims of crime. Using these figures, the average number of victims that were served would be 631 people. Therefore, I am projecting that we will serve approximately 600 victims in the year 2024.
- D. How will your project diminish or eliminate any duplication of services:
There should be no duplication of services since our agency does the initial law enforcement notification of the victims that is required by the Victim's Rights Act. Since we are the only agency that does the initial law enforcement notification there would be no overlap of services within the city limits of Lamar, Colorado. Additionally, once the case has been filed with the district attorney's office, they will assume responsibility for all notifications to the victim. Therefore, our project could not diminish nor eliminate any duplication of services
- E. How will you coordinate services with similar or like programs?
At this time, we are the only law enforcement agency who does victim notification within the city limits of Lamar, Colorado.

3. Define the management plan for the program/project. Identify specifically who will:
- be responsible for daily operations
The project director will be responsible for the daily operations of the Victim Notification Program.
 - be accountable for the expenditure of grant funds.
The project director will be responsible for the expenditure of grant funds. The expenditures will be overseen and approved by the Chief of Police, Kyle Miller.

Include the resume of program/project administrator :
The project director who is responsible for the daily operations of this grant as well as the quarterly reports has over 12 years of service in victim services. Please see attached job description for the Chief of Police and Administrative Assistance/VALE Coordinator for the Lamar Police Department.

4. What is the cost per client served through this program / project? Please explain how you arrived at the cost.
In the 2022 program year we received a grant total of \$16,666.00. A total of 652 victim packets were mailed out. By dividing the grant awarded by the number of packets, I arrived with the figures of \$ 25.56 per packet. For the first 3 quarters of 2023, we have received \$12,499.50 of grant. A total of 446

victim packets were mailed out with an estimated amount of \$28.02 per packet. However, this is not an accurate cost for the 2023 year since these figures are only through September 28, 2023.

5. In compliance with the American Disability Act (ADA) on providing access, will your agency be able to provide accommodations for crime victims or victim service providers, who are disabled?

Yes. The Lamar City Complex, where the Lamar Police Department is located, has handicap parking, wheelchair ramps, handicap accessible restrooms, and an elevator. This building is completely handicap accessible.

SECTION C: EVALUATION INFORMATION

1. How will you evaluate whether or not this project has met its stated goals and objectives? Explain how you evaluate the following:

- **Process Evaluation** – Did the program meet the project goals and objectives?
Yes. By sending out the information by mail, we have numerous victims calling or walking in for information on the cases they were involved in or asking how the case is being processed. This has opened the door for more communication with the victim to help serve them better. This project provides a very valuable service to victims of crimes and the Lamar community.

- **Outcome/Impact Evaluation** – Did the program achieve the stated outcomes or behavioral changes? How did the delivery of services improve the life situation of your clients?
Since the administrative assistant has been administering this grant, the Lamar Police Department has not received any complaints from the Governor's Victim's Coordinating Committee nor the Office for Victim's Programs at the Division of Criminal Justice. However, we have had victims verbally express their gratitude for the information and assistance that they have received from our office.

- **Overall agency success** – How do you measure if your agency is "doing its job well?"
The Lamar Police Department routinely sends out a survey in with the VRA notification packets. In more cases than not, we get feedback. Based on that, and we also routinely get calls or letters from the public stating they want to acknowledge our officers for their services and or for referring them to our program for victims.

1

2. Do you currently survey your clients to determine client satisfaction with the services provided: X Yes No.

- A. If yes, please provide a random sampling of client satisfaction surveys provided to your agency within the past 12 months.

Since June, 2016, we have been giving out a VALE survey questionnaire. (The survey is also available in Spanish.) We have been getting back great results. We will continue to give this out for the community's input on how we can better serve them.

- B. If no, how do you plan to determine client satisfaction with the services provided?
N/A

SECTION D: CONSTITUTIONAL AMENDMENT

1. A. Define how this program/project will address the guidelines for assuring the rights of victims and witnesses as outlined in the Victim Rights Act (Section 24-4.1-302.5 C.R.S.). List specific services to be provided.
The Victim Rights Act specifies what law enforcement does as far as victim notification, therefore, we send a packet of information outlining a victim's rights. Included in this information are names of agencies that assist victims, contact information of the agencies, and a notice to contact the administrative assistant/victims advocate for more information or if they need additional assistance in locating a victim agency. In addition, we also send notifications and information regarding the City of Lamar V.A.L.E.
- B. Define how this project will address law enforcement/victim service needs as outlined in the VALE statute (Section 24-4.2-105 C.R.S.).
76% of the grant will be used to pay the VALE Coordinator salaries, the police department incurs as a direct result of the research involved in identifying victims and their proper notification. Additionally, the costs of postage will be 2% and office supplies are 3%, for the victim packets. Training to be up to date on laws and to be able to offer the victims options is 10%. Also, at 4% of the grant will be to cover expense for the year for the copy machine and related expenses.
2. Does your agency have a statutory mandate to notify victims under the Victim Rights Amendment (VRA)? Yes No.

How do you presently notify victims of their rights under the VRA?
At the time of the crime's occurrence or reporting, the officer on scene will verbally inform the victim of their rights. They will also give the victim a postcard/pamphlet that contains a condensed version of their rights. If needed, the officer will request Domestic Safety Resource Center personnel to respond to the crime scene. The project director will mail a letter outlining their rights as a crime victim along with several brochures containing information as to where the victim can access services that are available to them.

What is the approximate number of clients who receive notifications made by your agency each year? (N= # of clients)

Approximately 600 clients

What is the approximate total number of notifications made by your agency each year? (N= # of total notifications.)

Approximately 600 notifications. Over the past three years, the average number of notifications sent was 639.

3. Does your agency have a victim rights brochure that is distributed to victims? YES
4. Describe the training your agency provides to all staff and volunteers about informing victims of their rights under the Colorado Constitution.

Date of last training: Oct 2-4, 2023

Training provided by: Colorado Organization for Victims Assistance

What percent of your staff attended the above training? **5%**

Date of your next training: TBA, 2024

Who is the trainer? Colorado Organization for Victims Assistance

5. **VICTIM COMPENSATION** – Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement? _____ Yes No
Is so, list services:

Does your agency regularly conduct or receive Crime Victim Compensation training for direct services staff or volunteers? _____ Yes No

Date of last training: Oct 2-4, 2023

Training provided by: Colorado Organization for Victims Assistance

SECTION E: CRIME VICTIMS COMPENSATION

1. Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement (CRS 24-4.1.1-100)? _____ Yes
 No

2. Does your agency regularly conduct or receive Crime Victim Compensation training for direct services staff or volunteers: Yes _____ No.

3. Describe the training on victim compensation that has been provided to your staff and volunteers.

Date of last training: Oct 2023

Training provided by: Colorado Organization for Victims Assistance

Date of next training: TBA 2024

Who is the trainer: Colorado Organization for Victims Assistance

SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION

1. Total amount of VALE funds requested: \$ 20,340.00
2. Will the amount requested provide full funding for the project? ___ Yes x No
3. If no, please identify other funding sources and amounts received within the past two years. Do not include other VALE funding. Please also include other pending grants.

Source	Date of Award	Amount
_____	_____	_____

4. Are you currently receiving VALE funding? x Yes ___ No
- If yes, please identify the Judicial District and the amount requested and received.

Date of Award	District	Amount Requested	Amount Received
<u>11/04/22</u>	<u>15th</u>	<u>19,628.26</u>	<u>16,666.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Will you be applying to other VALE Boards for funding? ___ Yes x No
- If yes, please identify the Judicial District and the amount requested.

Date of Request	District	Amount Requested	Amount Awarded
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. If an increased amount is being requested for continued funding of a present program/project, please provide written justification. Substantiate or quantify factually or with other supportive documentation.
7. Anticipated client fees from this project: \$ 0.00
8. Describe the volunteer and/or in-kind services that will be used for this program/project.
The City of Lamar pays the remaining portion of the salary and all benefits

for the administrative assistant/victim advocate who does the notifications. Additionally, the city provides the office space, desk, utilities and other miscellaneous items necessary to complete the notification process.

9. What percentage of your total agency budget is this request for VALE funds?
Less than 1%

10. If this program/project is to continue beyond the initial funding period, please identify how the program/project will be funded in the future. Please be specific.
Our agency plans to apply for the grant funds each grant cycle as long as there is funding available. If no funding is available, the cost associated with the victim notification will be reduced as required by state law to meet current budget.

SECTION G: ADDITIONAL COMMENTS:

Two budgets are required – an agency victim assistance budget that includes all funding sources and a specific project budget. A form is included with this application for the project budget.

A budget narrative that includes justification for requested items must also be provided. Please attach after the project budget form.

The budget narrative should contain the criteria used to compute budget figures. All budget figures should be justified and explained clearly so as to be easily understood. The budget narrative should show the relationship between category amount and proposed budget operations, i. e., why the item is needed to do the project. Please be sure that the budget figures in the narrative and those on the budget form are the same.

Personnel: Explain how the salary for each position was determined and the rate for each type of benefit. Provide evidence to show that the proposed salary is one which is paid for equivalent positions.

Supplies and Operating: Explain how the costs were determined and justify the need for the various line items. Items that can be purchased for less than \$1,000.00 are included in this category rather than in the equipment category. Tuition and conference registrations are to be included in Supplies and Operating, not Travel.

In-State Travel: Explain the relationship of each cost item to the project (e.g., if training or conference expenses are requested, explain the topic of the conference and its relationship to the project and direct service staff/volunteers who will attend.) Items in this category usually include mileage, meals, and lodging.

Equipment: Items over \$1,000.00 and a useful life of over one year. Items requested should show a clear link to the project. Documenting unsuccessful attempts to obtain items elsewhere may help demonstrate your need for the equipment. Software should be included in the Supplies and Operating category.

Explain why the proposed equipment is essential to meeting the goals and objectives.

Consultant / Professional Services (Contracts): Explain why the proposed services cannot be provided by project staff.

The applicant assures that the following signatories and all staff and volunteers assigned to this project have read and understand the rights afforded to crime victims pursuant to section 24-4.1-302.5 C.R.S. and the services delineated pursuant to sections 24-4.1-303 C.R.S. and 23-4.1-304 C.R.S.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Colleen Saldaña
Typed Name of Project Director
Colleen Saldaña
Signature Project Director's

Project Director
9/28/2023
Date

Kyle Miller
Typed Name of Agency Director
[Signature]
Signature, Agency Director

Agency Director
09/28/23
Date

Kristin Schwartz
Typed Name of Financial Officer
Kristin Schwartz
Signature, Financial Officer

Financial Officer
9-28-23
Date

Kirk Crespin
Typed Name of Authorized Official
Signature Authorized Official

Authorized Official
Date

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/She shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official of the Financial Officer.

Agency Director: The executive director of the agency. This may in some agencies be the same person as the project director or authorized official.

Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or the Project Director.

Authorized Official: The authorized official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient. *This could include:* Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President of Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

AGENCY: Lamar Police Department

PROJECT BUDGET

15th JUDICIAL DISTRICT FUNDING	OTHER VALE DISTRICTS FUNDS	STATE VALE/ VOCA FUNDS	OTHER REVENUE (list source of Revenue)	TOTAL must equal Project Amount
<u>15,500</u>				<u>15,500</u>
<u>1,040.00</u>				<u>1,040.00</u>
<u>600.00</u>				<u>600.00</u>
<u>700.00</u>				<u>700.00</u>
<u>400.00</u>				<u>400.00</u>
<u>1,800.00</u>				<u>1,800.00</u>
<u>300.00</u>				<u>300.00</u>
<u>20,340.00</u>				<u>20,340.00</u>

LINE ITEM	PROJECT AMOUNT
Salaries/Wages list position	
Administrative Assistant/Victim Advocate ___FTE: Project Director Salary & overtime \$15,500	
Benefits: Provided by the City of Lamar	
Equipment: ½ copier lease for 12 months \$1,040	
Supplies & Operating- to include but not limited to: Paper, pens, folders, envelopes, 3 ring note books and business cards \$600	
Printing & Coping: Cost for B/W and Color copies \$700	
Telephone & Fax: supplied by City of Lamar	
Postage: .66 cents per letter \$400	
In-State Training: (Lodging, Mileage, Per- diem & registration) \$1800	
COVA Membership: \$300	
Rent & Utilities: provided by City of Lamar	
TOTALS:	

BUDGET NARRATIVE
LAMAR POLICE DEPARTMENT 2023 VRA GRANT REQUEST

Personnel:

Salaries/Wages:

The salaries/wages of this grant request were calculated for the administrative assistant/VALE representative. Requested funds may be used for regular time salary to include vacation and sick time. Total amount requested is \$15,500.00, City will cover remainder of salary which is \$30,088.

Benefits:

All benefits will be provided by the City of Lamar as a portion of the in-kind match. City of Lamar pays approximately \$14,550.00 for benefits.

Supplies and Operating:

Supplies:

We are projecting a total cost of \$500.00 for expenses relating to supplies. We have based this figure on the average costs of purchasing three-ring binders, letter size paper, legal size paper, envelopes, post cards, and business cards that are necessary to provide the victim information packets. The post cards are used by the officers for the first notification of the victim. The postcards contain a very condensed version of a person's VRA rights. The business cards are used by each officer to provide the victim with contact information for the officer assigned to the case as well as contact information for the records clerk. The prices for these items were found on Quill.com. However, these prices could be subject to change. The amount requested for this category is \$600.00.

Telephone:

All telephone expenses including long distance charges will be provided by the City of Lamar.

Rent:

All necessary office space will be provided by the City of Lamar, therefore, there will not be any requests for expenses relating to rent.

Utilities:

The City of Lamar will provide all necessary utilities, therefore, there will be no requests for expenses relating to utilities.

Equipment:

Equipment:

We are requesting ½ of the cost of the Lamar Police Department's copier lease. This would be the figure for \$86.49 per month. There is no extra cost for repairs. All of our pamphlets, VAE application, and informational letters are copied on this machine. It is of utmost importance that we have access to a copier to prepare the information that is included in our victim packets. The amount requested for this category is \$1,040.00.

Coping:

Printing color documents \$.058 (per page), and to print black & white, the cost is \$.007 (per page). We are requesting half the cost for the printed copies, which varies. The amount requested is \$600.00

Fax:

The facsimile costs have been included with the equipment expense since the lease agreement combines the copier, scanner, and facsimile machine. The phone line is covered by the City of Lamar.

Postage:

We have allowed \$400.00 for the use of postage. Even though we are projecting to send 600 packets at \$0.66 each for a total of \$396.00. If postage rates do not increase, this cost should be adequate for costs associated with mailing the victim packets.

Other:

In-State Travel:

The Lamar Police Department would like to send the project director to Victim Rights Training during the 2024 grant cycle. We have decided the training will be COVA. However, we believe the requested amount of \$1,800.00 would be the typical expense related to attending training in that area. We believe this will be valuable to us as the project director will be able to stay up to date on current laws.

Conference Registration:

Registration costs for conferences vary depending on the type of conference attended. The COVA Conference is the most informative and offers valuable information pertaining to the VRA and victims along with legal updates and more. This year's registration was \$575 for members per person. If we were not members, the cost jumps up significantly. For the Lamar Police Department to be able to get those prices on the registration and discounts on lodging, we need to become members. Therefore, the amount requested for this category is \$300.00 for membership.

CLASS TITLE: Chief of Police

ACCOUNTABLE TO: City Administrator

FLSA STATUS: Exempt

PRIMARY OBJECTIVE OF POSITION: Subject to administrative direction and general operating standards, is responsible for planning, organizing, and directing the work of the Police Department. Significant interpretive judgment and difficult decision-making are required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Plan, coordinate, supervise, and evaluate police department operations.

Develop policies and procedures for the Department mandated by law, to ensure efficient operations of the department, and to implement directives, policies and goals from the City Council or City Administrator.

Review Department performance and effectiveness, formulate programs or policies to alleviate deficiencies.

Coordinate the information gathered and work accomplished by all officers; assign officers to special investigations as the needs arise for their specific skills.

Assure that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment.

Review evidence, witnesses, and suspects in criminal cases to assess for trends, similarities, or for associations with other cases, as required.

Prepares and presents an annual budget for the Department; direct the implementation of the department's budget; plan for and review specifications for new or replaced equipment.

Direct the development and maintenance of systems, records, and legal documents that provide for the proper evaluation, control, and documentation of the Police Department operations.

Prepare and submit periodic reports to the City Administrator and/or City Council upon request, regarding the Department's activities, and prepare a variety of other reports as appropriate.

Meet with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.

Attend or designate personnel to attend conferences and meetings to keep abreast of current trends in the field; represent the City Police Department in a variety of local, county, state and other meetings and participate in various committees.

Coordinate activities with supervisors and other City departments, exchange information with other law enforcement agencies, the District Attorney's Office, County Court, and other government agencies.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: Any combination of education and experience equivalent to graduation from high school, a four-year college degree and a minimum of seven years of law enforcement experience including at least three years command level experience. A master's degree in public or business administration, criminal justice, or related field and/or graduate of the FBI National Academy Graduate are preferred. Possession of a valid Colorado driver's license and Colorado POST certification are required.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Thorough knowledge of applicable laws, ordinances, City policies and procedures and department rules and regulations

Ability to supervise, train and evaluate subordinate and other department personnel.

Ability to perform work, requiring good physical condition.

Ability to effectively communicate in writing and orally.

Ability to establish and maintain effective working relationships with subordinates, peers and supervisors.

Ability to read, understand, and interpret written material and reports.

Ability to meet the special requirements listed below.

Ability to make independent judgments which have critical impacts on the organization.

SUPERVISION – RESPONSIBILITY FOR WORK OF OTHERS: Responsible for departmental supervision of police officials and clerical employees.

• **TOOLS AND EQUIPMENT USED**

Police Car, police radio, first aid equipment, personal computer including word processing software, telephone, calculator, copy machine, fax machine and other departmental equipment as necessary.

- **PHYSICAL DEMANDS:** Position requires moderate physical involvement; primary responsibilities for this position will take place either in a standard office environment or outdoors; position involves walking and standing. Duties are occasionally performed in undesirable physical conditions; hazards are minimal to extreme and require quick decisions, care, use of proper safety equipment and procedures are required to prevent injury and protect the public. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to stand; walk; use hands and fingers to feel, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb and balance; stoop, kneel, crouch, and crawl; and taste and smell.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to focus.

• **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. It may be expected that the individual could be exposed to blood or other potential infectious materials during the course of their duties.

The noise level in the work environment is usually moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

Maintains a favorable climate within the department, which motivates personnel to work up to their potential;

Establishes and maintains a high level of respect and cooperation on the part of the community to work as partners in a community policing effort;

Perform the duties of subordinate personnel as needed.

Reacts calmly and decisively in emergency situations, makes sound decision, and provides strong leadership when needed;

Effectively plans, directs, and evaluates performance of subordinate staff performing varied services relating to operation of the Police Department;

Continually improves the utilization of existing manpower and resources;

Establishes and implements effective and logical departmental goals;

Speaks clearly and concisely before groups;

Prepares sound and accurate budget, equipment, and personnel requests;

Develops effective policies and training programs for the Department;

Conducts effective and proper studies and investigations;

Develops effective records and report systems and schedules;

Maintains and exhibits discretion and integrity at all times when handling confidential data;

Maintains and applies knowledge of the current principles and practices of modern police administration and police methods;

Maintains and applies thorough knowledge of the current federal, state, and local laws and ordinances which are enforced by the Department;

Maintains and applies knowledge of the current laws governing custody of persons, search and seizure, and the rules of evidence;

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

THE CITY OF LAMAR IS AN EQUAL OPPORTUNITY EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION, COLOR, SEX, AGE, and NATIONAL ORIGIN OR DISABILITY.

Lamar/2007

CLASS TITLE: Administrative Assistant/VALE coordinator**ACCOUNTABLE TO:** Chief of Police or designated police administrative officer**FLSA STATUS:** Non-Exempt

PRIMARY OBJECTIVE OF POSITION: Under general supervision, performs a variety of complex secretarial and office duties involving the police department's central records and information system. Coordinates maintenance of police records and trains other police personnel. Performs legal clerical work in processing of cases before, during and after Municipal Court sessions. Work requires interpretive judgment within prescribed standards and procedures with significant opportunity for discretion and independent action.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

- Performs secretarial duties for the Police Chief and other command staff; drafts correspondence; schedules appointments; answers, screens and transfers incoming and outbound phone calls; receives and directs visitors and clients; maintains filing systems; retrieves documents; handles requests for information and data; prepares written responses to routine inquiries; prepares, modifies and edits documents, including correspondence, memos, e-mails; schedules and coordinates meetings.
- Initiates routine operational procedures; handles funds; communicates with the news media, other City departments, County and District courts and the District Attorney's Office.
- Processes photocopies and faxes; opens, sorts and distributes incoming correspondence; maintains office supplies; coordinates and maintains records for staff. Operates personal computer with various software applications.
- Provides technical guidance to other staff;
- Serves as the Victim Advocate; reviews reports and sends out victim letters and packets; balances funds; prepare quarterly reports for grant funds; manages grant funds
- Works with highly confidential, restricted information; works with budgets, personnel files and other administrative records; coordinates with other law enforcement agencies, communication center and other emergency service organizations, provides support to the court system;
- Participates in evidence intake and organization.
- Supports the relationship between the City of Lamar and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintains absolute confidentiality of work-related issues and City information; performs other duties as assigned.

Lamar/September 2015

PHYSICAL DEMANDS: Position requires limited movement and for the most part is a sedentary position which involves sitting most of the time, but may involve walking or standing for brief periods of time; duties are usually performed in surroundings where stressful environment, undesirable physical conditions, and hazards are minor and controllable. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must be able to occasionally lift and carry 40 pounds and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.
- Must be able to see in low or bright lights and distinguish between colors.
- Must be able to hear clearly, speak clearly and write clearly.
- Ability to write and prepare reports.
- Ability to read, understand, and interpret written material and reports.
- Ability to perform math skills, such as addition, subtraction, multiplication and division.
- Constant usage of fingers and both hands.
- Works involves sitting or standing 70% of the time and walking and standing while performing various tasks 20% of the time.
- Occasionally stoops, kneels, crouches, bends, climbs, including reaching overhead.

SUPERVISION – RESPONSIBILITY FOR WORK OF OTHERS: Trains and leads new employees in use of the police records system procedures.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: High school diploma or equivalent and three years of experience in staff support; OR an equivalent combination of education, training and experience.

LICENSE AND CERTIFICATION REQUIREMENTS: Possession of a valid Colorado Driver's License. Notary Public.

Necessary Knowledge, Skills and Abilities:

Maintains current knowledge of City and department policies and procedures

Maintains current knowledge of modern office methods and procedures;

Provides the public adequate information and assistance in a courteous manner;

Knowledge of evidence handling policies, procedures and methods.

Reports and documents are accurately and completely prepared;

Forms, claims, and funds are accounted for, balanced, and disbursed accurately;

Lamar/September 2015

- Maintains and exhibits integrity and discretion in the handling of confidential data;
- Gets along well with other employees and the public;
- Projects a positive, capable personality when dealing with others;
- Applies proper procedures to purchases and requisitions;
- Maintains and organizes office properly and efficiently;
- Is loyal to superior and the organization;
- Properly and consistently interprets information and determines action required; speaks clearly, thinks clearly in stressful situations;
- Accurately inputs information into computer files;
- Skill in tactfully handling complaints;
- Establishes and maintains effective working relationships with officers, supervisors and the public;
- Applies knowledge of bookkeeping principles and practices.

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I have read the job description and understand and acknowledge the essential and physical demands of this position. I am able to perform the job _____ without _____ with accommodations.

If accommodations are needed to perform the job they are: _____

Applicant's signature: _____ **Date:** _____

AGE AND SEX



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Prowers County, Colorado

	Total	Percent
Label	Estimate	Margin of Error
▼ Total population	11,966	*****
▼ AGE		
Under 5 years	806	±2
5 to 9 years	1,018	±112
10 to 14 years	721	±109
15 to 19 years	961	±123
20 to 24 years	754	±140
25 to 29 years	640	±115
30 to 34 years	678	±54
35 to 39 years	652	±142
40 to 44 years	711	±149
45 to 49 years	677	±55
50 to 54 years	604	±70
55 to 59 years	853	±138
60 to 64 years	774	±139
65 to 69 years	865	±134
70 to 74 years	485	±129
75 to 79 years	246	±80
80 to 84 years	233	±80
85 years and over	286	±89
▼ SELECTED AGE CATEGORIES		
5 to 14 years	1,739	±33
15 to 17 years	520	±17
Under 18 years	3,065	±39
18 to 24 years	1,195	±109
15 to 44 years	4,396	±43

Table Notes

AGE AND SEX

Survey/Program: American Community Survey
 Year: 2021
 Estimates: 5-Year
 Table ID: S0101

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The age dependency ratio is derived by dividing the combined under-18 and 65-and-over populations by the 18-to-64 population and multiplying by 100.

The old-age dependency ratio is derived by dividing the population 65 and over by the 18-to-64 population and multiplying by 100.

The child dependency ratio is derived by dividing the population under 18 by the 18-to-64 population and multiplying by 100.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated"

ACS DEMOGRAPHIC AND HOUSING ESTIMATES



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Lamar city, Colorado

Total population

Label	Estimate	Margin of Error
✓ SEX AND AGE		
✓ Total population	7,626	±23
Male	4,002	±156
Female	3,634	±159
Sex ratio (males per 100 females)	110.1	±9.1
Under 5 years	554	±60
5 to 9 years	642	±139
10 to 14 years	439	±108
15 to 19 years	681	±154
20 to 24 years	563	±132
25 to 34 years	917	±146
35 to 44 years	787	±123
45 to 54 years	887	±109
55 to 59 years	625	±155
60 to 64 years	475	±139
65 to 74 years	742	±107
75 to 84 years	243	±82
85 years and over	121	±75
Median age (years)	35.7	±2.4
Under 18 years	1,909	±144
16 years and over	5,924	±151
18 years and over	5,727	±146
21 years and over	5,125	±183
62 years and over	1,438	±166
65 years and over	1,106	±131
✓ 18 years and over	5,727	±146

Table Notes

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

Survey/Program: American Community Survey

Year: 2021

Estimates: 5-Year

Table ID: DP05

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

For more information on understanding Hispanic origin and race data, please see the America Counts: Stories Behind the Numbers article entitled, 2020 Census Illuminates Racial and Ethnic Composition of the Country, issued August 2021.

The Hispanic origin and race codes were updated in 2020. For more information on the Hispanic origin and race code changes, please visit the American Community Survey Technical Documentation Website.

The 2017-2021 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due

First-Class Mail

Mail in 1–5 Business Days

First-Class Mail® service is an affordable and easy way to send envelopes and postcards. First-Class Mail Forever® stamps cost \$0.66 (the current 1 oz price) and will never expire, even if the First-Class™ postage rate goes up.

To send packages, see the new [USPS Ground Advantage™ service](#).

[Buy Stamps](#)

[First-Class Mail Prices](#)



Features & Pricing

- Mail delivered in 1–5 business days
- Our best-priced for items up to 13 oz
- Eligible for Delivery Confirmation™ services such as Certified Mail®
- One price for up to 3.5 ounces with commercially priced letters and cards
- Prices based on shape and weight

[Standard Letter & Postcard Sizes](#)

[See Insurance & Extra Services](#)

Letters

- Standard-sized, rectangular envelope stamps start at **\$0.66**.
- Square, oversized, or unusually shaped envelope stamps start at **\$1.06**.

Postcards

- Standard-sized, rectangular postcard stamps start at **\$0.51**.
- Oversized postcards need letter stamps, which start at **\$0.66**.

Large Envelopes

- Large envelopes (flats) start at **\$1.35**.

Weight, Size, & Shape Requirements

- Maximum weight for First-Class Mail letters is 3.5 oz; for large First-Class Mail envelopes, the maximum weight is 13 oz.
- All postcards and envelopes (or flats) must be rectangular, otherwise an additional charge may apply. Additional size restrictions apply depending on the type of mailpiece you're sending.

Additional Charges for Irregular Mailpieces & Envelopes

Nonmachinable Envelopes

Unusually shaped mail, like square or vertical envelopes, lumpy envelopes, rigid envelopes, and mail with clasps, string, or buttons, must be hand-canceled. They are charged a nonmachinable surcharge even if they weigh less than 1 oz.

Large Mailpieces




Victim Assistance
&
Law Enforcement
Board

VALE Survey

1. How did you hear about the VALE Program? from Sgt. Jamison Sherrill
2. What made you respond to the VALE Program? the help they give especially the condition I'm in with cancer and no job right now
3. Do you feel you got a quick response from initial contact with the VALE Rep? Yes, I did told me to wait till a specific day and she contact me.
4. Did the VALE rep explain how the program works? Yes she did in detail.
5. Did you have any troubles contacting the VALE rep? Nope
6. Is there anything about the process for this program that you feel can be improved to make it easier to apply or understand how it works? Nope, everything is perfect to us.

If you have any questions or concerns, please do not hesitate to contact the VALE Victims Advocate at 719-336-1368.

Sincerely,


Colleen Saldana
Victim Advocate

VICTIMS AND WITNESSES ASSISTANCE AND LAW ENFORCEMENT BOARD
505 S MAIN STREET LAMAR, COLORADO 81052 719-336-1368
Colleen Saldana colleen.saldana@ci.lamar.co.us
Victims Advocate



Victim Assistance
&
Law Enforcement
Board

VALE Survey

1. How did you hear about the VALE Program? From a victim before
2. What made you respond to the VALE Program? Heard they helped
3. Do you feel you got a quick response from initial contact with the VALE Rep? yes very
4. Did the VALE rep explain how the program works? yes
5. Did you have any troubles contacting the VALE rep? NO
6. Is there anything about the process for this program that you feel can be improved to make it easier to apply or understand how it works? None

If you have any questions or concerns, please do not hesitate to contact the VALE Victims Advocate at 719-336-1368.

Sincerely,

A handwritten signature in blue ink, appearing to be "CS" or similar initials.

Colleen Saldana
Victim Advocate

VICTIMS AND WITNESSES ASSISTANCE AND LAW ENFORCEMENT BOARD
505 S MAIN STREET LAMAR, COLORADO 81052 719-336-1368
Colleen Saldana colleen.saldana@ci.lamar.co.us
Victims Advocate



Victim Assistance
&
Law Enforcement
Board

VALE Survey

1. How did you hear about the VALE Program? Brochures + word of mouth - coworker who once benefited from Vale.
2. What made you respond to the VALE Program? Being victim of a crime and needing financial support to fix my car.
3. Do you feel you got a quick response from initial contact with the VALE Rep? Absolutely, Colleen was very on top of my case.
4. Did the VALE rep explain how the program works? Yes, Colleen provided brochures and she explained the process.
5. Did you have any troubles contacting the VALE rep? NO.

6. Is there anything about the process for this program that you feel can be improved to make it easier to apply or understand how it works? Not that I can think of.

If you have any questions or concerns, please do not hesitate to contact the VALE Victims Advocate at 719-336-1368.

Sincerely,


Colleen Saldana
Victim Advocate

VICTIMS AND WITNESSES ASSISTANCE AND LAW ENFORCEMENT BOARD
505 S MAIN STREET LAMAR, COLORADO 81052 719-336-1368
Colleen Saldana colleen.saldana@ci.lamar.co.us
Victims Advocate



Victim Assistance
&
Law Enforcement
Board

VALE Survey

1. How did you hear about the VALE Program? By letter from Colleen Saldana and her subsequent phone call.
2. What made you respond to the VALE Program? I was aware of the VALE Program, but didn't ^{not} realize I would be helped by it.
3. Do you feel you got a quick response from initial contact with the VALE Rep? Yes, although I don't remember exactly when I was contacted.
4. Did the VALE rep explain how the program works? Yes, she did - and I was very much surprised and was very appreciative.
5. Did you have any troubles contacting the VALE rep? No trouble at all - although I did not reply promptly ^{due} to illness at the time.
6. Is there anything about the process for this program that you feel can be improved to make it easier to apply or understand how it works? The combination of the letter from Colleen, and the brochures, was good!

If you have any questions or concerns, please do not hesitate to contact the VALE Victims

Advocate at 719-336-1368.

Sincerely,

Colleen Saldana
Victim Advocate

VICTIMS AND WITNESSES ASSISTANCE AND LAW ENFORCEMENT BOARD
505 S MAIN STREET LAMAR, COLORADO 81052 719-336-1368
Colleen Saldana colleen.saldana@ci.lamar.co.us
Victims Advocate

Agenda Item No. 4

Council Date: 10/09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Contract with Purple Wave for Online City Auction

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

ACTION PROPOSED: Approve contract with Purple Wave Auction to assist and conduct online auction to sell equipment and miscellaneous office items

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

The City of Lamar plans to hold an online auction through Purple Wave that will close on October 31, 2023. Purple Wave provides a turnkey service from start to finish. They photograph the assets, write a description, upload to the website, advertise/promote the auction, sell to the highest bidder, collect the money and send us a check. There is no cost to the City for their service.

RECOMMENDATION: Approve contract with Purple Wave Auction and allow Mayor to sign.



UMBRELLA INTERNET AUCTION AGREEMENT

This Umbrella Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

TERM: The term of this Agreement shall be through the end of the calendar year of the year last signed below. In the event the Agreement is signed after September 15 in any calendar year, the term shall be the end of calendar year following the year in which this Agreement is signed.

SELLER INFORMATION: Customer No. (if known): 307822 Segment/Industry: Government
Company Name: City of Lamar, Colorado
Representative Name: Kristin Schwartz Representative Title: City Treasurer
Street: 102 Parmenter Street
City: Lamar State: CO ZIP: 81052
Phone: 719.336.1373 Alt. Phone: _____ Email: kristin.schwartz@ci.lamar.co.us

SETTLEMENT PAYMENT INSTRUCTIONS: Auctioneer will distribute Auction Proceeds within 15 business days of an auction date as instructed by the Seller in the Settlement Payment Instructions.

SELLER FEES: Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other Listing fees waived

Internal Use Only
G

ENCUMBRANCES: Seller owns and has the authority to sell the Property without consent of any third party and without condition. The Property is not subject to any liens or secured lines of credit. Seller will notify the Auctioneer any future encumbrance or lien on the Property prior to the start of any Auction, will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction, and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. The Seller has no recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the auction proceeds and will notify Auctioneer prior to the start of any Auction should such circumstance arise. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and listing sheets, updated Property list(s), Settlement Payment Instructions, and other addendums, if any, is the entire Agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. The representatives below have authority to commit the Parties contractually and agree to the Agreement including the Terms and Conditions on Page 2.

Seller: _____ Kirk Crespin Mayor
Signature Printed Title Date

Auctioneer: _____ Rachel Houglan
Signature Printed Title Date

Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

SHILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

NON-DISPARAGEMENT Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

JURISDICTION This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

Agenda Item No. 5

Council Date: 10/09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Contract with Lower Arkansas Valley Area Agency on Aging (LAVAAA)

INITIATOR: Kristin Schwartz, Robert Evans CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve grant contract with Lower Arkansas Valley Area Agency on Aging for Lamar Community Resource Center and Senior Center Operations

STAFF INFORMATION SOURCE: Kristin Schwartz, Robert Evans

BACKGROUND:

The City of Lamar applied for a grant from the Lower Arkansas Valley Area Agency on Aging (LAVAAA) to assist in operating the Lamar Community Resource and Senior Center. The City was awarded a grant in the amount of \$25,589.00 that requires a 10% match from the City in the amount of \$2,844. The grant is for State Fiscal Year 24 which covers July 1, 2023 to June 30, 2024.

RECOMMENDATION: Approve contract with LAVAAA and allow the Mayor to sign the grant contract and required attachments.






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CONTRACT

Lower Arkansas Valley Area Agency on Aging

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

<p>AWARDING AGENCY Otero County of Dept. of Human Services Lower Arkansas Valley Area Agency on Aging 13 W. 3rd Street, Rm. 110, La Junta, CO 81050</p> <p>SUBCONTRACTOR City of Lamar 102 E Parmenter St, Lamar, CO 81052</p>	<p>CONTRACT NO. CITYLAMAR-STATE-24</p> <p>AWARD TYPE <X> Initial Award <> Revision of Earlier Contract Issued on:</p>		
<p>FUNDING SOURCE State</p>	<p>CONTRACT PERIOD July 1, 2023 - June 30, 2024</p>		
<p>APPROVED BUDGET FOR CONTRACT PERIOD Budgets will be awarded via Option Letters.</p>			
<p>SCOPE OF WORK: In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2024 Annual Plan (Assurance of Compliance and RFP) and Contract (including HIPAA and Indemnification Addendums), Award Letter, and Older Americans Act Rule Manual Volume 10.</p>			
<p>APPROVALS</p> <table border="0"> <tr> <td data-bbox="228 1428 812 1877"> <p>AWARDING AGENCY:</p> <p>by </p> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p> </td> <td data-bbox="812 1428 1424 1877"> <p>CONTRACTOR:</p> <p>by _____</p> <p>Authorized Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> </td> </tr> </table>		<p>AWARDING AGENCY:</p> <p>by </p> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p>	<p>CONTRACTOR:</p> <p>by _____</p> <p>Authorized Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>
<p>AWARDING AGENCY:</p> <p>by </p> <p>Donna Rohde, Executive Director Otero County Dept. of Human Services</p>	<p>CONTRACTOR:</p> <p>by _____</p> <p>Authorized Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>		



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INDEMNIFICATION ADDENDUM

Lower Arkansas Valley Area Agency on Aging

This Indemnification Addendum ("Addendum") is a part of the Contract No/s. **CITYLAMAR-STATE-24** between the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)** and **City of Lamar (Subcontractor)**, for contract year **SFY 2024**. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

Subcontractor shall indemnify, save, and hold harmless the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)/Otero County, and the State of Colorado**, as well as these entities' employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subcontractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as now in effect or hereafter amended.

Signature of Subcontractor

Date



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**Lower Arkansas Valley
Area Agency on Aging**

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract No/s. **CITYLAMAR-STATE-24** between the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)** and **City of Lamar (Subcontractor)**, for contract year 2024. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** is referred to as "**Associate**". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent

it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from

Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance

requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to

cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the

Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted

as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Kenneth Shearer, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3rd St, Room 110, La Junta, CO 81050

Contractor/Business Associate Representative

Name: City of Lamar

Contact: Robert Evans and Kristin Schwartz

Address: 102 E Parmenter St, Lamar, CO 81052

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract No/s. CITYLAMAR-STATE-24, between LAVAAA and City of Lamar, contract year SFY 2024 and is effective on the date signed. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: _____

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

Signature of Subcontractor **Date**

Option Letter #24-0723



advocacy action answers on aging

Lower Arkansas Valley
Area Agency on Aging

Contract #:

CITYLAMAR-STATE-24

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **City of Lamar**

102 E Parmenter St
Lamar, CO 81052

Contract Performance Beginning Date:

July 1, 2023

Contract Performance Ending Date:

June 30, 2024

Amount Awarded on this Option Letter:	\$25,589.00
Total AAA Funds Awarded on this Contract:	\$25,589.00
Minimum Matching Funds Required:	\$2,844.00
Net Budget Amount*:	\$28,442.00
<i>* Program Income (Donations) will also be reported, but are not required.</i>	

Expiration Date of funds awarded
on this Option Letter:

June 30, 2024

Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

Otero County Department of Human Services
Lower Arkansas Valley Area Agency on Aging
Donna Rohde, Executive Director

By: Donna Rohde

Effective Date: 7/1/2023

Agenda Item No. 6

Council Date: Oct 9, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: AGREEMENT TO TRADE PROPERTIES BETWEEN LAMAR AND PETER PAGE

INITIATOR: Robert Evans / Kirk Crespin CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve land trade agreement between the city of Lamar and Peter Page

STAFF INFORMATION SOURCE: City Administration, Mayor Crespin

BACKGROUND: Peter Page has agreed to trading the approximate 23.245 acres that the city owns west of South 14th street in consideration of a plot of 10 acres of highway frontage south of the NBC Storage/SECPA (see attachments). With this trade, he has also agreed to a commitment of beginning a housing development on the traded property within a 10 year period of time. We will request to see no less than 5 newly built homes on the southern half of the property within the 10 year period. Our intention is to gain development of housing on the city property and/or a tax revenue generating business on the frontage property.

RECOMMENDATION: Approve the agreement as presented.

LAND TRADE AGREEMENT

THIS SIMULTANEOUS LAND EXCHANGE AGREEMENT (the “Agreement” or the Land Exchange Agreement) entered into this ___ day of _____, 2023, by **THE CITY OF LAMAR**, a Colorado Home Rule Municipality, whose address is 102 E. Parameter Street, Lamar, CO 81052, hereinafter called and referred to as the “City”, and **PETER PAGE**, whose address is _____ hereinafter called and referred to as “Page”.

WITNESSETH:

WHEREAS, The City owns certain real property approximately 23.2345 (“Parcel 1”) located in the City of Lamar of the County of Prowers, State of Colorado, legally described on “Exhibit A”; and

WHEREAS, Page is the owner of approximately 10 acres of highway frontage south of the NBC Storage/SECPA (“Parcel 2”) legally described on “Exhibit B”; and

WHEREAS, The City desires to convey Parcel 1 to Page in exchange for Parcel 2, which Parcel 2 shall act as replacement property for the City and upon condition that Page constructs and develops a housing subdivision on Parcel 1 with certificate of occupancy for at least five (5) houses open to the public for purchase within ten (10) years of the closing date, otherwise Parcel 1 shall revert back to the City under the conditions described herein; and

WHEREAS, Page desires to convey Parcel 2 to the City in exchange for Parcel 1, which Parcel 1 shall act as replacement property for Page and is desirous of accepting the conditions that Page constructs and develops a housing subdivision on Parcel 1 with certificate of occupancy for at least five (5) houses open to the public for purchase within ten (10) years of the closing date, otherwise Parcel 1 shall revert back to the City under the conditions described herein; and

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

1. The City shall transfer its interest in Parcel 1 described in Exhibit A to Page and Page shall transfer its interest in Parcel 2, described in Exhibit B to the City, under the terms and conditions stated herein.

2. The Parties agree hereto to effectuate a simultaneous two-party trade exchange of Parcel 1 and Parcel 2, which exchange shall be contingent upon the simultaneous closing of both transactions. Contingent with this property trade exchange the parties have agreed that Page shall develop and construct a housing subdivision open for the public within (10) years of the closing date as stated more fully stated herein.

3. Upon execution of this Agreement between both parties, both Parties shall split pay to the closing company, the total purchase price or the sum of Ten Dollars (\$10.00) and other good and valuable consideration at closing, which shall constitute good and sufficient earnest monies

and shall be paid and held in the Guaranty Title Company Trust Account and shall be applied to the purchase price at closing.

4. Taxes, assessments, and property insurance premiums for the year 2022 and all previous years for Parcel 2 shall be paid by Page. Taxes and assessments for the year 2023, as based upon the 2022 tax assessment, shall be prorated between the parties to date of possession with Page paying up to the date of possession and the City, as a municipality, will have its portion of Parcel 2's property taxes abated from the date of possession and thereafter shall be abated.

5. Taxes, assessments, and property insurance premiums for the year 2022 and all previous years for Parcel 1 shall be abated for the City, as a municipality. Taxes and assessments for the year 2023, as based upon the 2022 tax assessment, shall be prorated between the parties to date of possession with the City, as a municipality, will have its portion of Parcel 1's property tax abated up to the date of possession and with Page paying the property taxes from the date of possession and thereafter.

6. The Parties at their own costs and expenses shall split the cost to purchase a title insurance commitment certificate to a date no earlier than the date of said Agreement showing good and merchantable title in fee simple, free and clear of all liens and encumbrances except for any and all oil, gas and other mineral reservations of record, existing easements or rights of way for roads, pipelines, telephone and electric lines and other utilities, and to the burdens of special districts and similar restrictions, and as to taxes assessed for the year 2023 and subsequent years. Said title insurance commitment will be ordered from Guaranty Title Company of Lamar, Colorado after execution of this Agreement and shall be furnished to Parties as soon as it is available.

7. The Parties shall have a reasonable time in which to examine said title commitment and to notify the other Party of any title defects or requirements. If no notice of such defects is received within thirty (30) days ("Due Diligence Period"), then the title shall be deemed merchantable. Notice of any reasonable title requirements to be made shall be given in writing by the other Party of the title defect and the Party receiving the notice shall have a reasonable time to cure the same, not to exceed twenty-one (21) days ("Due Diligence Cure Period"). If title requirements cannot be cured within a reasonable period of time, then the Party requesting that title be cured may elect to accept such title defect with the Properties conveyance or to otherwise terminate this Agreement and recover any payments or escrow made for this Agreement without damages to either party. The Party receiving notice of any title defect shall pay any and all necessary expenses in connection with curing of reasonable title requirements.

8. This Agreement shall be closed at a time mutually convenient to both parties within thirty (30) days following the expiration of the Due Diligence Period or Due Diligence Cure Period unless extended by mutual agreement of the Parties. At closing the Parties shall each execute a General Warranty Deeds and other documents that will be required to fully effectuate the intent of this Agreement and transfer the aforementioned real properties to the other Party, and Page concurrently shall deliver the purchase price and other documents as may be reasonably necessary to the City to effectuate the intent of this Agreement. Costs of closing charged by Guaranty Title

Company will be paid by Page. Each Party will be entitled to possession at closing on the Property swap.

9. As more fully described in Exhibit C, the Parties acknowledge and agree the following provisions will be a condition of this Agreement as to Parcel 1 and will survive the closing:

- a. the purpose of this Agreement and conditions hereto, subject to force majeure events preventing Page being able to perform obligations under this Agreement, is to provide Page ten (10) years from the closing date of this Agreement (the "Ten-Year Anniversary Date") to construct and develop a housing subdivision, with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1, PROVIDED HOWEVER, Parcel 1 shall revert back to the City under any of the following events ("Reverter Triggering Events"): a) Page has not constructed and developed a housing subdivision, with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1 on or prior to the Ten-Year Anniversary Date; b) Page attempts to convey or conveys title to Parcel 1 to a third party prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Page; or c) Page attempts to use Parcel 1 for any other purpose other than constructing and development a housing subdivision for at least five (5) homes prior to the Ten-Year Anniversary Date. In such events, then the City shall send notice of the Reverter Triggering Event to Page by certified mail. Page shall have sixty (60) days ("Curing Deadline") from the notice being sent to cure the Reverter Triggering Event. In the event that a Reverter Triggering Event or any subsequent Reverter Triggering Event is not cured by the Curing Deadline, then Parcel 1 shall revert back to the City and the City shall be the fee simple absolute owner of Parcel 1. Page shall complete and execute all necessary documents, if any are necessary, to transfer and convey any and all of Page's interest in and to Parcel 1 to the City as fee simple absolute title, which the title shall free and clear of any and all liens and encumbrances, with the City owning any and all improvements and fixtures that Page made to or on Parcel 1 at said time.
- b. The Parties agree that the City's reverter option shall terminate upon Page completing all of the following compliance events ("Compliance Events"): a) Page has completed construction and development of a housing subdivision, with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1 prior to the Ten-Year Anniversary Date; b) Page has not attempted to convey or conveyed title of Parcel 1 to a third party prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Page; and c) Page has only used Parcel 1 for the purpose to construct a housing development subdivision, with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1 prior to the Ten-Year Anniversary Date. If Page has satisfied Compliance Events, Page shall provide the City, with commercially reasonable documentation regarding the Compliance Events, within thirty (30) days of said events. Commercially reasonable documentation shall include but may not be limited to a certificate of occupancy permitting at least five (5) homes on Parcel 1 are open to the public for purchase. Upon

the City receiving such commercially reasonable documentation, the City shall execute a letter acknowledging the Compliance Events and shall file and record with the Prowers County Clerk and Recorder's Office a release of the reverter rights and option described herein within fifteen (15) days following its receipt of said documentation. Upon recording of the rerelease of the reverter rights and options described herein, Page shall be the fee simple absolute owner of Parcel 1.

- c. Page will bear the sole cost and expense to complete construction and development of a housing subdivision and obtaining certificate of occupancy for at least five (5) homes open for purchase to the public on Parcel 1 no later than the Ten-Year Anniversary Date.
- d. The Parties agree and acknowledge that Page is accepting Parcel 1 and the conditions stated herein and on Exhibit A & B at minimum value and in lieu of not receiving any other incentives or other agreements.

10. The Parties agree that the City shall be the fee simple absolute owner of Parcel 2 upon closing and agree that the reverter agreement described herein shall only apply to Parcel 1 and said reverter agreement shall have no limitations or restrictions on the City's right to sell, transfer, bind, donate, develop or encumber Parcel 2. The reverter agreement and conditions described herein shall only apply to Parcel 1.

11. Page shall have no right to sell, transfer or convey any and all interest in Parcel 1, except when Page becomes the fee simple absolute owner of Parcel 1 after meeting the requirements stated herein.

12. In the event the City is in default of this Agreement, Page must provide written notice to the City of the default, which the City shall have sixty (60) days to cure such default, provided, however, the City does not cure the default by such cure period, then Page may elect to treat this Agreement as terminated, or may recover such damages as may be proper or Page may elect to treat this Agreement as being in full force and effect and Page shall have an action for specific performance. the City does not waive any claim of governmental immunity as may be appropriate through this provision of this Agreement.

13. In the event Page is in default of this Agreement, the City must provide written notice to Page of the default, which Page shall have sixty (60) days to cure such default, provided, however, Page does not cure the default by such cure period, then the City may elect to treat this Agreement as terminated and the City may recover such damages as may be proper, or the City may elect to treat this Agreement as being in full force and effect and the City shall have the right to action for specific performance.

14. The Parties agree that this Land Exchange Agreement is for the real property as described herein and that the same shall be and become binding upon the Parties hereto, their personal representatives, heirs, successors and assigns and that the same shall not be amended or altered unless in writing, and signed by all Parties.

15. Page specifically acknowledges that the Properties are being transferred in an "AS IS", condition and further acknowledges and agrees that, except as expressly contained in this Agreement, neither Party nor anyone acting for or on behalf of either Party has made any representations, statements, warranties, or promises to the other Party concerning the physical aspects and conditions of any of the improvements upon the aforementioned real Properties, the availability of water and other utilities for any of the Properties, any dimensions or specifications of any of the Properties, the feasibility or desirability of any of the Properties for a particular use, any projected income or expenses for any of the Properties. The Parties are receiving the aforementioned Properties after being afforded a right to inspection and examination, in an "AS IS" state of repair. The Parties do hereby waive and the other Party does hereby disclaim all warranties of any type or kind whatsoever with respect to the Properties except as expressly contained in this contract or in the General Warranty Deed to be provided at closing, express or implied, including by way of description but not limitation, those of fitness for a particular purpose, habitability, tenant ability and use.

16. In the event the City or Page desires or requires any surveys, inspections or other costs, such costs shall be that Parties sole responsibility and expense.

17. Page acknowledges that the firm Steerman Law Offices represents the City in this transaction. The City acknowledges that Page has had an attorney represent Page in this transaction. 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.

18. Nothing contained in this Land Exchange Agreement should be construed of the City being a governmental entity within the State of Colorado waiving any privilege or governmental immunity it may have under the laws of the United States and State of Colorado.

19. Each signatory to this Land Exchange Agreement represents that the entity is a valid entity within the State of Colorado with authority to enter into this Land Exchange Agreement and each signatory has the authority to sign and bind said Parties to this Land Exchange Agreement.

20. This Land Exchange Agreement is not assignable and shall not be assigned by Page without the written agreement and acceptance of assignment by the City. Any attempt to assign this Agreement without the written agreement of the City shall have no force and effect.

21. Any attempt by Page to sell, transfer, assign or convey Parcel 1 to another party, prior to Page being the fee simple absolute owner, shall have no force and effect.

22. If any provision of Land Exchange Agreement is held to be illegal, unenforceable or invalid, such provision(s) shall be severed and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

23. Time is of the essence of this Land Exchange Agreement.

24. This Land Exchange Agreement includes the entire agreement and understanding of the Parties hereto in respect to this subject matter contained in this Land Exchange Agreement and that this Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

25. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof, taken together, shall constitute but a single instrument.

26. 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.

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

THE CITY,
The City of Lamar, a Colorado Home Rule Municipality

Kirk Crespin – Mayor

PAGE,

Peter Page

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Kirk Crespin, Mayor of the City of Lamar, the City.

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Peter Page.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A

PARCEL 1

(LEGAL DESCRIPTION)

EXHIBIT B

PARCEL 2

(LEGAL DESCRIPTION)

EXHIBIT C

CONDITION SUBSEQUENT REVERTER AGREEMENT

This CONDITION SUBSEQUENT REVERTER AGREEMENT is dated as of this ____ day of _____, 2023 by **THE CITY OF LAMAR**, a Colorado Home Rule Municipality, whose address is 102 E. Parameter Street, Lamar, CO 81052, hereinafter called and referred to as the “City”, and **PETER PAGE**, whose address is whose address is _____ hereinafter called and referred to as “Page”.

RECITALS

A. The City shall conveyed to Page certain real property as Parcel 1 described in the Land Exchange Agreement under the terms and conditions set forth herein and in the Land Exchange Agreement; and

B. Page has agreed to improve Parcel 1 by constructing and developing a housing subdivision with at least five (5) houses on Parcel 1 in accordance with the guidelines and criteria set forth in this Agreement and the Land Exchange Agreement; and

C. The Land Exchange Agreement provides that if Page does not construct and develop a housing subdivision with at least five (5) houses on Parcel 1 with certificate of occupancy that are open to purchase by the public within ten (10) years from the closing date of the Land Exchange Agreement (the “Ten Year Anniversary Date”), then Parcel 1 shall revert back to the City with any and all improvements on Parcel 1. Further, upon Parcel 1 reverting back to the City and upon request of the City, Page shall complete, execute and sign any and all necessary transfer documents, which shall transfer Parcel 1 to the City within ninety (90) days of the request, as stated more fully herein; and

D. The Parties agree that this Condition Subsequent Reverter Agreement, shall be recorded and is intended to run with the land.

NOW THEREFORE, in consideration of the transfer of Parcel 1 to Page and other consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Under the terms provided for herein, in consideration of the land exchange made by Page to the City as described in the Land Exchange Agreement and other good and valuable consideration at Closing, which shall constitute good and sufficient consideration, the City shall convey to Page the following described Parcel 1 located within Prowers County, Colorado and more particularly described as follows, to-wit:

LEGAL DESCRIPTION

(referred to as the “Parcel 1”)

2. The purpose of this Agreement to transfer Parcel 1 under the conditions and terms set forth herein, to allow Page ten (10) years from the date of closing on Parcel 1 to construct and develop a housing subdivision with at least five (5) houses each with certificate of occupancy that open for purchase to the public on said Parcel 1, subject to force majeure events preventing Page being able to perform obligations within under this Agreement.

3. Page agrees at its sole cost and expense to begin construction and development of a housing subdivision on Parcel 1 as soon as possible, with at least five (5) houses each with certificate of occupancy for each house that are open for purchase to the public no later than the Ten-Year Anniversary Date.

4. Except as otherwise provided in this Agreement, during the Ten-Year Anniversary Date, Page will not place any additional liens or encumbrances on Parcel 1 except as consented to by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In that regard, the City agrees not to unreasonably withhold its consent, or condition or delay such consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of a housing subdivision with at least five (5) houses on Parcel 1. In such an event that the City, in its sole discretion, determines to give such consent, the City shall agree to execute a commercially reasonable Subordination Agreement in form and satisfactory to such lender, subject to Page remaining solely liable to any lender for any and all liens and encumbrances placed on Parcel 1 by Page, if Page causes or triggers a Reverter Triggering Event that is not cured by the Curing Deadline as more fully stated herein.

5. Unless the Parties mutually agree in writing otherwise, the Parties agree that the City's reverter option shall terminate upon all of the following compliance events ("Compliance Events"): a) Page has completed construction and development of a housing subdivision with at least five (5) houses that each receive the certificate of occupancy and are open for purchase to the public on Parcel 1 on or prior to the Ten-Year Anniversary Date, in accordance with the Agreement; b) Page has not attempted to convey or conveyed title of Parcel 1 to a third party prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Page; and c) Page has only used Parcel 1 for the purpose of constructing and development a housing subdivision with at least five (5) houses prior to the Ten-Year Anniversary Date.

6. If Page has satisfied Compliance Events, Page shall provide the City, with commercially reasonable documentation regarding the Compliance Events, within thirty (30) days of said events. Commercially reasonable documentation shall include but may not be limited to a certificate of occupancy permitting at least five (5) homes on Parcel 1 are open to the public for purchase. Upon the City receiving such commercially reasonable documentation, the City shall execute a letter acknowledging the Compliance Events and shall file and record with the Prowers County Clerk and Recorder's Office a release of the reverter rights and option described herein within fifteen (15) days following its receipt of said documentation. Upon recording of the release of the reverter rights and options described herein, Page shall be the fee simple absolute owner of Parcel 1.

7. The City, its sole and absolute discretion, may elect to release the all or part of the reverter rights and option described herein by a written release to the same prior to receiving notice from Page. If the City releases a part of Parcel 1's revert rights that shall not act as a release of all

reverter rights as to the remaining Parcel 1 and shall not as a waiver or acknowledgement to Compliance for the remaining Parcel 1.

8. Unless the Parties mutually agree in writing otherwise, Parcel 1 shall revert back to the City under any of the following events ("Reverter Triggering Events"): a) Page has not constructed and developed a housing subdivision with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1 or prior to the Ten-Year Anniversary Date; b) Page attempts to convey or conveys title to Parcel 1 to a third party prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Page; or c) Page attempts to use Parcel 1 for any other purpose other than constructing and development a housing subdivision for at least five (5) homes prior to the Ten-Year Anniversary Date. In such an event, the City shall send written notice of the Reverter Triggering Event to Page by certified mail. Page shall have sixty (60) days ("Curing Deadline") from the notice being sent to cure the Reverter Triggering Event. If Page cures the Reverter Triggering Event by the Curing Deadline, then this Agreement and any subsequent Reverter Triggering Events remain in full force and effect.

9. In the event that a Reverter Triggering Event or any subsequent Reverter Triggering Event is not cured by the Curing Deadline, then Parcel 1 shall revert back to the City and the City shall be the fee simple absolute owner of Parcel 1. Additionally, Page shall complete and execute any and all necessary documents, if any are necessary, to transfer and convey any and all of Page's interest, with any improvements, in and to Parcel 1 to the City as fee simple absolute title, free and clear of any and all liens and encumbrances, which Page shall release from Parcel 1 and Page shall remain solely responsible for any and all liens and encumbrances placed on Parcel 1.

10. Unless the Parties mutually agree in writing otherwise, if the Reverter Triggering Event occurs without being cured by the Curing Deadline, the City may request and Page acknowledges and agrees and shall sign and transfer any and all of Page's interest in and to Parcel 1 including but not limited to any improvements and fixtures that Page has made to or on Parcel 1 at said time, in acceptable form and substance, evidencing the conveyance of Parcel 1 to the City by warranty deed in fee simple absolute. Whereby the City shall have ownership of Parcel 1 in fee simple absolute title, which title to Parcel 1 shall be free and clear of any and all liens and encumbrances and shall include any and all improvements and fixtures that Page made to or on Parcel 1 at said time Page acknowledges and agrees that upon conveyance to the City, the City shall be the sole owner of Parcel 1, and sole owner of any and all improvements and fixtures made to or on Parcel 1, free and clear of any liens and encumbrances. Page shall continue to be solely responsible for any and all liens or encumbrances placed on Parcel 1, and Page acknowledges and agrees to release any and all liens and encumbrances placed on Parcel 1 upon transfer and conveyance of title to the City.

11. The Parties agree that the deed provided from the City to Page for Parcel 1 shall include the following language:

Pursuant to the Condition Subsequent Reverter Agreement, the Grantor does hereby transfer and convey to the Grantee all right, title and interest in Parcel 1, described herein, so long as within ten (10) years of executing this special warranty deed (the "Ten-Year Anniversary Date"), Grantee is in compliance with the following prior to the Ten-Year Anniversary Date (the "Compliance Events"): a) if the Grantee has completed construction and development of a housing subdivision

with at least five (5) houses that each receive the certificate of occupancy and are open for purchase to the public on Parcel 1 on or prior to the Ten-Year Anniversary Date; b) Grantee has not attempted to convey or conveyed title of Parcel 1 to a third party prior to the Ten-Year Anniversary Date prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Grantor; and c) Grantee has only used Parcel 1 for the purpose of constructing and development a housing subdivision with at least five (5) houses prior to the Ten-Year Anniversary Date; if Grantee satisfies the Compliance Events, then Grantee shall notify and provide commercially reasonable documentation to the Grantor representing compliance with the Compliance Events, and upon receipt and satisfaction by the Grantor, the Grantor shall issue a letter acknowledging the Compliance Events and record a release of the reverter rights described herein, and Grantee shall be the fee simple absolute owner of Parcel 1; PROVIDED HOWEVER, in the event that Grantee is not in compliance with the Compliance Events during or by the Ten-Year Anniversary Date, then Parcel 1 shall revert back to the Grantor under any of the following triggering events ("Reverter Triggering Events"): a) Grantee has not constructed and developed a housing subdivision, with certificate of occupancy for at least five (5) homes that are open for purchase to the public on Parcel 1 on or prior to the Ten-Year Anniversary Date; b) Grantee attempts to convey or conveys title to Parcel 1 to a third party prior to the Ten-Year Anniversary Date, which a third party does not include subsidiary of Grantee; or c) Grantee attempts to use Parcel 1 for any other purpose other than constructing and development a housing subdivision for at least five (5) homes prior to the Ten-Year Anniversary Date, unless the Parties agree otherwise or Grantee cures the Reverter Triggering Event within sixty (60) days of written notice ("Curing Deadline") to Grantee of Grantee's violation of the Reverter Triggering Event. In the event that a Reverter Triggering Event or any subsequent Reverter Triggering Event is not cured by the Curing Deadline, then Parcel 1 shall revert back to the Grantor and the Grantor shall be the fee simple absolute owner of Parcel 1. Grantee shall complete and execute all necessary documents, if any are necessary, to transfer and convey any and all of Grantee's interest in and to Parcel 1 including any improvements and fixtures made by Grantee to or on Parcel 1 at said time to the Grantor as fee simple absolute title, free and clear of any and all liens and encumbrances, which Grantee shall release from Parcel 1 and Grantee shall remain solely responsible for any and all liens and encumbrances placed on Parcel 1.

12. The City's reverter option shall terminate upon filing a release and acknowledgement of the Compliance Events with the Prowers County Clerk and Records Office or shall be deemed terminated within three (3) months of Page's delivery of commercially reasonable documentation of the completion of the Compliance Events, should the City not provide the requisite letter of compliance or file a release and acknowledgement of the Compliance Events.

13. This Agreement shall be binding upon the Parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

15. This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the Parties hereto.

16. This Agreement shall be recorded with the Prowers County Clerk and Recorder's Office and shall run with the land.

WITNESS the following signatures as of the year and date first above written.

Signatures on the following page:

THE CITY,
The City of Lamar, a Colorado Home Rule Municipality

Kirk Crespin - Mayor

PAGE,

By: _____
Peter Page,

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Kirk Crespin, Mayor of the City of Lamar, the City.

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Peter Page.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Agenda Item No. 7

Council Date: Oct 9, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Agreement Providing for Ambulance & Emergency Medical Services in Prowers County Colorado

INITIATOR: Robert Evans / Kirk Crespin

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Ambulance Agreement with Prowers County

STAFF INFORMATION SOURCE: City Administration, Mayor Crespin

BACKGROUND: Lamar has previously established and operates an Ambulance & Emergency Medical Service (EMS) that delivers such services within the corporate limits of the City. Prowers County, Colorado desires that Lamar extend those services into those areas of Prowers County not served by the Holly Fire and Ambulance District.

There have been planning and work sessions on a new contract. To enable a more thorough study of emergency service needs and costs, Lamar and Prowers County have agreed to a one year contract for said services. After additional data is collected and following the state legislative session, we will recommend the next course of action concerning these services.

RECOMMENDATION: Approve the agreement as presented.

AGREEMENT PROVIDING FOR AMBULANCE & EMERGENCY
MEDICAL SERVICES IN PROWERS COUNTY, COLORADO

This Agreement entered into as of this ____ day of _____, 2023 by and between THE CITY OF LAMAR, COLORADO, a Colorado Home Rule Municipal Corporation, with address for notice at 102 East Parmenter Street, Lamar, Colorado 81052, hereinafter referred to as LAMAR, and THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO a duly constituted County of the State of Colorado, with address for notice at 301 S. Main Street, Suite 215, Lamar, Colorado 81052, hereinafter referred to as PROWERS COUNTY (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties hereto are authorized pursuant to C.R.S. 29-1-203 to cooperate and contract with each other to provide for functions, services, and facilities as hereinafter set forth.

WHEREAS, Lamar has previously established and operates an Ambulance & Emergency Medical Service (EMS) that delivers such services within the corporate limits of the City. Prowers County, Colorado desires that Lamar extend those services into those areas of Prowers County not served by the Holly Fire and Ambulance District.

WHEREAS, Lamar is willing and qualified to provide the Ambulance & EMS Services requested, with said services being provided through the Lamar Ambulance Service.

NOW, THEREFORE, in consideration of the terms and provisions hereinafter set forth, the Parties hereto agree as follows:

1. **OPERATING AUTHORITY**: Lamar shall retain the sole operating authority for its EMS enterprise.
2. **QUALITY OF SERVICE**: Calls for service shall be handled through the existing 9-1-1 Joint Dispatch Center on the same basis as those services are provided to residents and visitors to the City of Lamar without discrimination or delay. The said Ambulance & EMS Services shall be provided in accordance with the standards for such services as is required by the State of Colorado.
3. **FEE FOR SERVICE**: Lamar agrees to provide the requested services to the Prowers County areas that are not served by the Holly Fire and Ambulance District for a one-year period, beginning January 1, 2024 and ending on December 31, 2024, for a fee of one hundred forty-five thousand and no hundredths dollars (\$145,000.00). The fee shall be payable to Lamar in four (4) equal payments of thirty-six thousand two hundred fifty and no hundredths dollars (\$36,250.00). Each payment of \$36,250.00 shall be made by the 15th of January, April, July, and October, 2024. The fee is inclusive of all Ambulance/EMS services including law enforcement stand-bys.

4. TERM OF AGREEMENT: This Agreement shall be in full force and effect beginning January 1, 2024 and ending on December 31, 2024. The Parties shall agree either to renegotiate this Agreement in good faith no later than August 31, 2024 or either Party delivers written notice to the other the other Party on or before August 31, 2024 of that Party's intent not to renegotiate this Agreement.

5. NOTICE REQUIREMENTS: In the event that a Party objects to renegotiating this agreement, then that Party shall provide written notice to the other Party of the intent not to renegotiate this Agreement by August 31, 2024.

6. GOVERNMENTAL IMMUNITY: Notwithstanding any other provision of this Agreement to the contrary, no term or provision of this Agreement shall be construed or interpreted as a limitation to or waiver by the Parties of any applicable provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now or hereafter amended, C.R.S. § 24-30-1501, et seq., as now or hereafter amended, and any other immunity statute. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Parties as provided by said laws.

7. APPROPRIATION: Any monetary obligation of the Parties is subject to appropriation as provided by law. The Parties understand and acknowledge that the Parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending the succeeding December 31, 2024 and December 31 of each year thereafter. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Parties, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. AMENDMENTS: This Agreement may be amended, provided such amendment is in writing and is executed by both Parties.

9. ASSIGNMENT: This Agreement shall not be assignable by any Party without prior written consent of the other Party.

10. BINDING EFFECT: This document shall become a binding agreement at such time as the Parties sign and date the agreement. It shall be conclusively presumed that once fully-executed this Agreement constitutes the complete, exclusive and accurate integration of the agreement of the Parties.

11. INTERPRETING LAW: The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement.

12. 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.

13. EFFECT OF INVALIDITY: In the event that any Party is prevented by a court of competent jurisdiction from performing any provision of this Agreement, the remainder shall not be affected thereby.

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

CITY OF LAMAR, COLORADO

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY, COLORADO:

Ron Cook, Chairman, Board of
County Commissioners

ATTEST:

Jana Coen, Clerk to the Board

Agenda Item No. 8

Council Date: Oct 9, 2023

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Amendment to PSA for KB WHTM Propco LLC.

INITIATOR: Robert Evans / Kirk Crespin CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve Amendment to align project start time

STAFF INFORMATION SOURCE: City Administration, Community Development

BACKGROUND: Getting a plan review for ARBYs done required additional steps to allow for a new company to restart the project. The city uses Safebuilt as a third-party reviewer to ensure compliance. KB WHTM and LV Petroleum want to synchronize the start of the project to occur after the approved plans have been returned. This will allow the original timeline for completion of the project to align with the original estimates and not require an extension if there is some delay in the plan review.

RECOMMENDATION: Approve the amendment as requested.

**FIRST AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE OF REAL PROPERTY**

This First Amendment to Agreement for Purchase and Sale of Real Property (the "**Amendment**") is dated as of October 2, 2023, for reference purposes only, and is entered into by and between **THE CITY OF LAMAR**, a Colorado Home Rule Municipality ("**Seller**") and **KB WHTM Propco LLC**, a Nevada limited liability company ("**Purchaser**"), with reference to the facts and objectives set forth herein. Any capitalized terms not defined in this Amendment shall have the meaning assigned to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of June 26, 2023 ("**Purchase Agreement**"), whereby Purchaser agreed to acquire from Seller, and Seller agreed to sell to Purchaser, all of that certain real property situated Prowers County, Colorado Chandler, Arizona, more fully identified in Exhibit A, attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement in accordance with the terms and conditions set forth in this Amendment below.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** Subject to the modification below regarding the timeframe in which the restaurant is required to be opened for business, Seller and Purchaser agree that the above recitals are true and correct and are hereby incorporated herein as though set forth in full.

2. **Construction Completion Date.** The parties agree that the construction completion date referenced in the Agreement shall be amended to reflect that Purchaser shall be required to complete construction and operate an Arby's restaurant, within two (2) years following the later to occur of: (i) Purchaser's receipt of all entitlements, approvals, variances and conditional use permits required for Tenant's operation of the Property as an Arby's restaurant with drive-thru; (ii) any and all third party approvals and permits, including but not limited to will serve letters for water, sewer, electrical, gas, and telephone building permits; and (iii) its building permits permitting it to commencement construction of the project.

3. **Due Diligence Period.** Due Diligence Period, regarding the inspection of Title, shall commence upon Purchaser's receipt of the Title Commitment with hotlinks to all exceptions set forth within the Stewart ALTA Commitment for Title Insurance issued on September 21, 2023.

4. **Effect of Amendment.** Except as modified herein, the terms and conditions of the Purchase Agreement shall remain unmodified and continue in full force and effect. In the event of any conflict between the terms and conditions of the Purchase Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

5. **Miscellaneous.**

a. **Counterparts and Electronic Signatures.** This Amendment may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, this Amendment shall be deemed to have been fully executed and each counterpart shall be deemed to be an original and all counterparts taken together shall be one and the same Amendment. This Amendment may be signed by faxed, e-mailed or other electronic signatures (e.g., DocuSign) and faxed, e-mail, or such other electronic signatures hereon shall be deemed originals for all purposes.

b. **Incorporation/Integration.** This Amendment is incorporated into the Purchase Agreement by reference and all terms and conditions of the Purchase Agreement (except as expressly modified herein) are incorporated into this Amendment by reference. This Amendment and the Purchase Agreement comprises the entire agreement between the parties.

c. **Neutral Interpretation.** This Amendment shall be interpreted neutrally between the parties regardless of which party drafted or caused to be drafted this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date of the last signature of Seller and Purchaser hereon.

SELLER:


THE CITY OF LAMAR, A COLORADO HOME RULE MUNICIPALITY

By: Kirk Crespin – Mayor

Date Executed: _____

PURCHASER:

**KB WHTM Propco LLC,
a Nevada limited liability company**



By: Anthony Hama
Title: Manager

Date Executed: _____

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-One (31), Township Twenty-Two (22) South, Range Forty-Six (46) West of the 6th P.M., which tract is more particularly described as follows:
Beginning at a point which bears South 87°15' West and a distance of 1264.00 feet from the Northeast corner of Section 31, Township 22 South, Range 46 West of the 6th P.M., said point also being the Northeast corner of a tract of land as found at Reception No. 554475 and the True Point of Beginning: **thence** South 14°00' West 75.00 feet along the Easterly line of said Reception No. 554475 to a point on the Northerly line of a tract of land as found at Reception No. 555537; **thence** South 76°00' East 20.00 feet along the said Northerly line to a point on the Easterly line of said Reception No. 555537; **thence** South 14°00' West 120.43 feet along the Easterly line of said Reception No. 555537 to a point on the Northerly line of a tract of land as found at Reception No. 555546; **thence** South 14°00' West 101.20 feet to a point on the Southerly line of said Reception No. 555546; **thence** North 84°43' West 20.23 feet along said Southerly line to intersect the Southeast corner of said Reception No. 554475; **thence** North 76°00' West 156.00 feet along the Southerly line of said Reception No. 554475 to a point on the Federal Highway No. 50; **thence** North 14°00' East 299.70 feet along the Westerly line of said Reception No. 554475 to a point on the Northerly line of said Reception No. 554475; **thence** South 76°00' East 156.00 feet along the said Northerly line to the True Point of Beginning. EXCEPT the North 75 feet of said tract. AND EXCEPT a 20 foot strip along the Westerly portion thereof conveyed to the Colorado State Highway Department by deeds recorded in Book 326 at Page 87 and 93, County of Prowers, State of Colorado.

Agenda Item No. 9
Council Date: 10/09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: “An Ordinance to Levy and Collect Taxes in the City of Lamar, Colorado, for the Fiscal Year Beginning January 1, 2024”

INITIATOR: City Administrator, City Treasurer CITY ADMINISTRATOR'S REVIEW: RCB

ACTION PROPOSED: Have the ordinance read, approve it on first reading, and order it published

STAFF INFORMATION SOURCE: City Treasurer

BACKGROUND: Pursuant to Section 5-1 of the Lamar City Charter, we hereby submit a proposed ordinance to set the annual mill levy.

Staff recommends that the mill levy be set at 13.239 mills upon each dollar of the total valuation for assessment of all taxable property within the City for the year 2023.

If approved this will be the 36th consecutive year that the City has operated without a property tax mill levy increase.

With a mill levy of 13.239 mills, the City will collect \$497,043 in 2024. This represents an increase of approximately 3% from \$484,430 in 2023.

RECOMMENDATION: Pass the ordinance on first reading.

ORDINANCE NO. _____

AN ORDINANCE TO LEVY AND COLLECT TAXES IN THE CITY OF LAMAR, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024.

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

SECTION 1. That for the purpose of meeting all general operating expenses of the City of Lamar during the 2024 budget year, there is hereby levied a tax of 13.239 mills upon each dollar of the total valuation for assessment of all taxable property within the City of Lamar for the year 2023.

SECTION 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of Prowers, County, Colorado, the mill levy for the City of Lamar as hereinabove determined and set.

Introduced, read in full, passed on first reading, and ordered published this 9th day of October, 2023.

City of Lamar, Colorado

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

Passed on second reading and ordered published the _____ day of _____, 2023.

City of Lamar, Colorado

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

Agenda Item No. 10
Council Date: 10/09/2023

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: “An Ordinance Providing for the Appropriation of Revenues and Expenditures and Adopting the Budget for the City of Lamar, Colorado, for the Fiscal Year Beginning January 1, 2024”

INITIATOR: City Administrator, City Treasurer CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Have the ordinance read, approve it on first reading

STAFF INFORMATION SOURCE: City Treasurer

BACKGROUND: Section 11-6 of the Lamar City Charter states:

“Not less than thirty days prior to the first day of the next fiscal year Council shall adopt an ordinance for the budget and an ordinance for the annual appropriation.”

The attached ordinance provides for the formal adoption of the 2024 Budget and authorizes revenue and expenditure levels for the ensuing fiscal year.

RECOMMENDATION: Pass the ordinance on first reading

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF REVENUES AND EXPENDITURES AND ADOPTING THE BUDGET FOR THE CITY OF LAMAR, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024.

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

SECTION 1. The various appropriations from the revenue of the City of Lamar, Colorado to defray the expenses and liabilities thereof during the fiscal year beginning January 1, 2024 shall be under the following heads:

GENERAL FUND	LAMAR BUILDING FINANCE CORP
E-911 FUND	LIBRARY FUND
SALES TAX FUND	FAIRMOUNT INVESTMENT FUND
CONSERVATION TRUST FUND	SANITATION FUND
UNEMPLOYMENT FUND	WATER AND SEWER FUND
VICTIM ASSISTANCE FUND	LAMAR AMBULANCE FUND
CAPITAL IMPROVEMENT FUND	AIRPORT FUND

SECTION 2. The following amounts under the respective funds are hereby appropriated out of the revenue that shall accrue to said City during fiscal year beginning January 1, 2024.

General Fund	\$11,081,774
E-911 Fund	\$ 751,393
Sales Tax Fund	\$ 5,156,100
Conservation Trust Fund	\$ 130,000
Unemployment Fund	\$ 10,000
Victim Assistance Fund	\$ 15,250
Capital Improvement Fund	\$ 3,360,618
Lamar Building Finance Corporation	\$ 100,000
Library Fund	\$ 35,800
Fairmount Investment Fund	\$ 40,800
Sanitation Fund	\$ 2,312,336
Water/Sewer Fund	\$ 8,966,768
Lamar Ambulance Fund	\$ 629,394
Airport Fund	\$ 3,842,752

SECTION 3. The budget as follows is hereby adopted for the fiscal year beginning January 1, 2024.

GENERAL FUND:

Revenue	\$11,081,774
Expenditures	<u>11,081,774</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation General Fund	<u>\$11,081,774</u>

E-911 FUND:

Revenues	\$ 751,792
Expenditures	<u>751,792</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation E-911 Fund	<u>\$ 751,792</u>

SALES TAX FUND:

Revenues	\$ 5,156,100
Expenditures	<u>5,156,100</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation Sales Tax Fund	<u>\$ 5,156,100</u>

CONSERVATION TRUST FUND:

Revenues (including Fund Balance used)	\$ 130,000
Expenditures	<u>130,000</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation Conservation Trust	<u>\$ 130,000</u>

UNEMPLOYMENT FUND:

Revenues (including Fund Balance used)	\$ 10,000
Expenditures	<u>10,000</u>
Revenues Over (Under) Expenditure	\$ <u>0</u>
Total Appropriation Unemployment Fund	<u>\$ 10,000</u>

VICTIM ASSISTANCE FUND:

Revenues (including Fund Balance Used)	\$ 15,250
Expenditures	<u>15,250</u>
Revenues Over (Under) Expenditure	\$ <u>0</u>
Total Appropriation Victims Assistance Fund	<u>\$ 15,250</u>

CAPITAL IMPROVEMENT FUND:

Revenues (including Fund Balance Used)	\$ 3,360,618
Expenditures	<u>3,360,618</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation Capital Improvement Fund	<u>\$ 3,360,618</u>

LAMAR BUILDING FINANCE CORPORATION:

Operating Revenue	\$ 100,000
Operating Expenditures	\$ <u>100,000</u>
Net Income/Loss	<u>\$ 0</u>

LIBRARY FUND:

Revenues	\$ 37,000
Expenditures	<u>35,800</u>
Revenues Over (Under) Expenditures	\$ <u>1,200</u>
Total Appropriation Library Fund	<u>\$ 37,000</u>

FAIRMOUNT INVESTMENT FUND:

Revenues (including Fund Balance Used)	\$ 40,800
Expenditures	<u>40,800</u>
Revenues Over (Under) Expenditures	\$ <u>0</u>
Total Appropriation Fairmont Investment Fund	<u>\$ 40,800</u>

AIRPORT FUND:

Operating Revenue	\$ 665,000
Operating Expenditures	<u>832,434</u>
Net Operating Income	\$ (167,434)
Non-Operating Revenue	\$,177,752
Non-Operating Expenditures	<u>3,010,318</u>
Net Non-Operating Income	\$ 67,434
Net Income /Loss	<u>\$ 0</u>

SANITATION FUND:

Operating Revenues	\$1,625,100
Operating Expenditures	<u>1,299,136</u>
Net Operating Income	\$ 325,964
Non-Operating Revenue	\$ 687,236
Non-Operating Expenditures	<u>1,013,200</u>
Net Non-Operating Income	\$ (325,964)
Net Income/Loss	<u>\$ 0</u>

WATER/SEWER FUND:

Operating Revenue	\$ 3,311,500
Operating Expenditures	<u>2,008,044</u>
Net Operating Income	\$ 1,303,456
Non-Operating Revenue	\$ 5,655,268
Non-Operating Expenditures	<u>6,958,724</u>
Net Non-Operating Income	\$ (1,303,456)
Net Income /Loss	<u>\$ 0</u>

LAMAR AMBULANCE FUND:

Revenues (including Fund Balance Used)	\$ 640,700
Expenditures	<u>629,394</u>
Revenues Over (Under Expenditures)	<u>\$ 11,306</u>

SECTION 4. There is hereby pursuant to Article XI of the Charter of said City of Lamar, Colorado, appropriated from the revenue of the Utilities Board, the sum of \$1,689,507.

Introduced, read in full, passed on first reading, and ordered published this 9th day of October, 2023.

City of Lamar, Colorado

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

Passed on second reading and ordered published the _____ day of _____, 2023.

City of Lamar, Colorado

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

Agenda Item No. 11

Council Date: 10-9-23

LAMAR CITY COUNCIL

AGENDA COMMENTARY

ITEM TITLE: Ord. No. "An Ordinance to Accept and Dedicate Real Property for use as an
"alley".

INITIATOR: Stephanie Strube **CITY ADMINSTRATOR'S REVIEW:** RCE

ACTION PROPOSED: Approve ordinance on first reading

STAFF INFORMATION SOURCE: Stephanie Strube, Mike Machone, Anne-Marie Crampton

BACKGROUND:

The 20' strip of property between 1710 S 9th St and 1708 S 9th St had been used as an "alley" for many years. Last year the property at 1710 S 9th St was sold and the 20' strip went with the sale. The Dunn family spoke to the new owner and explained how they would like to see the property remain intact as an alley way/easement. Elsie Dunn purchased the 20' stretch of property and would like to donate it to the city. Council approved, signing of the Quit Claim Deed on September 11, 2023. /tract 1 the south 20 feet of the North 83 feet of Lot 8, in Block 3 Fairview Addition to the City of Lamar according to the recorded plat thereof, County of Prowers, State of Colorado also known as 1710 South 9th Street, Lamar, Co.

RECOMMENDATION:

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

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT AND DEDICATE REAL PROPERTY FOR USE AS AN ALLEY.

WHEREAS, the City Council for the City of Lamar, Colorado a home rule municipal charter hereinafter referred to as the "City", is the governing body for the City of Lamar; and

WHEREAS, the Else Dunn has offered to convey to the City a parcel of property approximately twenty by eighty-three feet for purposes of creating an alley; and

WHEREAS, the City Council has determined that it would be in the best interest of the citizens of the City to accept the parcel of property for use as an alley.

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

Section 1. Acceptance and dedication of real property for use as an alley.

The City Council hereby authorizes acceptance by the City, by deed or other acceptable means of conveyance, the following described parcel of real property:

A tract of land located in Lot 8 of Fairview Addition and being more particularly described as follows:

Tract 1: The South 20 feet of the North 83 feet of Lot 8, in Block 3 Fairview Addition to the City of Lamar according to the recorded plat thereof, County of Prowers, State of Colorado also known as 1710 South 9th Street, Lamar, CO 81052.

Section 2. Dedication of street and adoption to street system.

Upon receipt of the instrument of conveyance, the City Council authorizes the City to take such action as is necessary for preparing and recording such plat, map or other instrument as is necessary to include the acquired property in the official map of the City of Lamar.

Section 3. Validity.

If any part of parts of this Ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance. The City hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any part or parts be declared invalid.

Section 4. Repeal.

Existing or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution

or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 5. Effective date.

This Ordinance shall take effect thirty days after publication. In addition to including the Ordinance in the City's book of ordinances, the City Clerk shall cause a certified copy of this Ordinance to be recorded in the office of the Prowers County Clerk and Recorder upon the Ordinance taking effect.

Section 6. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, unenforceable or of no legal effect, by a court of competent jurisdiction, the invalidity of such section, paragraph, or clause shall not affect any other provision of this Ordinance.

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

CITY OF LAMAR, COLORADO

Attest:

KIRK CRESPIAN, Mayor

LINDA WILLIAMS, City Clerk

INTRODUCED, READ IN FULL, AND ADOPTED ON SECOND READING this _____ day of _____, 2023, in accordance with the City of Lamar Charter.

CITY OF LAMAR, COLORADO

Attest:

KIRK CRESPIAN, Mayor

LINDA WILLIAMS, City Clerk

I, Linda Williams, City Clerk for the City of Lamar, Colorado do hereby certify that the above and foregoing Ordinance was properly introduced, read in full, adopted, and subsequently published, in accordance with applicable law
(SEAL)

LINDA WILLIAMS, City Clerk

LAMAR CITY COUNCIL

AGENDA COMMENTARY

ITEM TITLE: Ord. No. - _____ “An Ordinance to Accept and Dedicate Real Property
for use as a municipal street.”

INITIATOR: Stephanie Strube **CITY ADMINSTRATOR’S REVIEW:** RCE

ACTION PROPOSED: Approve ordinance on first reading

STAFF INFORMATION SOURCE: Stephanie Strube, Mike Machone, Anne-Marie Crampton

BACKGROUND:

On February 28th, 1979 all of Clifton Street in Forest Park Place Subdivision and all of that part of Fifth Street extending form the South line of Clifton Street to the North City Limits was vacated by Ordinance 733. Later Sword Street was added with the construction of Scooter’s Coffee. Sword Street runs East from Hwy 287 to the West and dead ends just to the North of 5th Street. TJ Sanders is the current property owner of the property that is needed to connect 5th Street and Sword Street together. TJ has agreed to donate the property that is needed to tie the two together. Connecting the two streets would improve the possibility of future development to the West and South.

RECOMMENDATION:

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

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT AND DEDICATE REAL PROPERTY FOR USE AS A MUNICIPAL STREET.

WHEREAS, the City Council for the City of Lamar, Colorado a home rule municipal charter hereinafter referred to as the "City", is the governing body for the City of Lamar; and

WHEREAS, on or about March 12, 1979, the City Council, by Ordinance 733, did vacate Fifth Street from the South line of Clifton Street to the North City Limits; and

WHEREAS, the Terry J Sanders has offered to convey to the City a parcel of property approximately seventy-five feet for purposes of extending Fifth Street and connecting Fifth Street to Sword Street; and

WHEREAS, the City Council desires to initiate and proceed with including the extended fifth street in the City's street system and be reflected on the City's total mileage and arterial mileage registered with the Colorado Department of Transportation pursuant to the provisions of C.R.S 43-2-124 et seq; and

WHEREAS, the additions to or confirmations of total mileage and arterial mileage changes for the City's street system must comply with the provisions of C.R.S 43-2-125 (2); and

WHEREAS, the City Council has determined that it would be in the best interest of the citizens of the City to accept the parcel of property for use as a municipal street and for such change to be reflected on the City's street system.

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

Section 1. Acceptance and dedication of real property for use as a municipal street.

The City Council hereby authorizes acceptance by the City, by deed or other acceptable means of conveyance, the following described parcel of real property:

Beginning at the southwest corner of Tract 4A in the Amended Subdivision Plat of Amended Plat of the Maxwell Subdivision of Lots 15 thru 20, Lots 22 thru 27, Lots 29 thru 34, being Lot 22, Forest Park Place Subdivision and part of Lot 21, Forest Park Place Subdivision, City of Lamar, Prowers County, Colorado as recorded at Reception number 546194 Map Cab. C Map #771 in the Prowers County Courthouse, said point also being a found aluminum cap P.L.S 26978 and the true point of beginning of the said tract of land as hereafter described: thence South 02° 03' 35" East 25.00 feet along the west line of Tract 7 of said Amended Subdivision Plat; thence South 02° 04' 31" East 25.00 feet along the

west line of Tract 8 of said Amended Subdivision Plat; thence South 02° 04' 31" East 25.01 feet to intersect the south line of vacated Clifton Street in Ordinance number 733 said point also being a found bent #3 rebar; thence South 87° 54' 42" West 59.96 feet to intersect the west line of Fifth Street said point also being a found bent aluminum cap P.L.S. 30087; thence North 02° 04' 31" West 50.00 feet along the west line of said vacated Fifth Street; thence North 02° 03' 35" West 25.00 feet along the west line of said vacated Fifth Street; thence North 87° 54' 42" East 59.96 feet to the Point of Beginning. Said tract of land contains 0.103 Acres more or less. Bearings for this description are based upon the City of Lamar GPS Master Control to show the bearing between the southeast corner of Tract 6 and the southwest corner of Tract 4A to bear South 02° 03' 35" East. In the County of Prowers, State of Colorado. As shown by the Land Survey Plat attached as Exhibit "A".

Section 2. Dedication of street and adoption to street system.

Upon receipt of the instrument of conveyance, the City Council authorizes the City to take such action as is necessary, in accordance with C.R.S. 43-2-124 and 43-2-125, to include the acquired property in the City's system of streets, designating the name or number of the street so as to conform to the City system of streets, and preparing and recording such plat, map or other instrument as is necessary to include the acquired property in the official map of the City of Lamar.

Section 3. Validity.

If any part of parts of this Ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance. The City hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any part or parts be declared invalid.

Section 4. Repeal.

Existing or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 5. Effective date.

This Ordinance shall take effect thirty days after publication. In addition to including the Ordinance in the City's book of ordinances, the City Clerk shall cause a certified copy of this Ordinance to be recorded in the office of the Prowers County Clerk and Recorder upon the Ordinance taking effect.

Section 6. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, unenforceable or of no legal effect, by a court of competent jurisdiction, the invalidity of such section, paragraph, or clause shall not affect any other provision of this Ordinance.

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

CITY OF LAMAR, COLORADO

Attest:

KIRK CRESPIAN, Mayor

LINDA WILLIAMS, City Clerk

INTRODUCED, READ IN FULL, AND ADOPTED ON SECOND READING this _____ day of _____, 2023, in accordance with the City of Lamar Charter.

CITY OF LAMAR, COLORADO

Attest:

KIRK CRESPIAN, Mayor

LINDA WILLIAMS, City Clerk

I Linda Williams, City Clerk for the City of Lamar, Colorado do hereby certify that the above and foregoing Ordinance was properly introduced, read in full, adopted, and subsequently published, in accordance with applicable law
(SEAL)

LINDA WILLIAMS, City Clerk



CITY OF LAMAR

102 E. Parmenter St., Lamar, CO 81052-3299

Phone - 719.336.4376 • Fax - 719.336.2787

2023 UTILITY REVENUE REPORT

<u>MONTHLY</u>	<u>SEPTEMBER 2023</u>	<u>SEPTEMBER 2022</u>	<u>%</u>
ELECTRICITY:	\$1,405,101.16	\$1,286,019.97	9.26%
SEWER:	\$43,184.14	\$43,618.85	-1.00%
TRASH:	\$140,814.79	\$130,870.49	7.60%
WATER:	\$209,781.56	\$186,143.01	12.70%
MONTHLY TOTAL	\$1,798,881.65	\$1,646,652.32	9.24%

	<u>2023</u> <u>YEAR TO DATE</u>	<u>2022</u> <u>YEAR TO DATE</u>	<u>%</u>
ELECTRICITY:	\$10,035,240.86	\$9,839,244.95	1.99%
SEWER:	\$387,356.01	\$390,915.41	-0.91%
TRASH:	\$1,281,137.79	\$1,201,016.96	6.67%
WATER:	\$1,203,219.14	\$1,327,237.63	-9.34%
YTD TOTAL	\$12,906,953.80	\$12,753,123.90	1.21%

note: BROWN = Corrective figure, Dk TEAL = Originally stated figure; RED = Negative figure

CITY OF LAMAR

Sales of Water, Sewer and Garbage

Sep-23

Sep-22

DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET	DESCRIPTION	NUMBER OF METERS	AMOUNT	CUBIC FEET
Residential Sales	2,834	\$ 120,717.70	5,344,421	Residential Sales	2,844	\$ 104,573.12	4,576,326
City Commercial Sales	536	\$ 69,400.30	3,524,982	City Commercial Sales	550	\$ 65,091.04	3,280,613
TOTAL CITY	3,370	\$ 190,118.00	8,869,403	TOTAL CITY	3,394	\$ 169,664.16	7,856,939
Rural Residential Sales	126	\$ 10,398.06	255,242	Rural Residential Sales	126	\$ 8,546.02	223,526
Rural Commercial Sales	17	\$ 8,463.50	277,943	Rural Commercial Sales	17	\$ 7,004.83	239,106
TOTAL RURAL	143	\$ 18,861.56	533,185	TOTAL RURAL	143	\$ 15,550.85	462,632
Total Water Sales	3,513	\$ 208,979.56	9,402,588	Total Water Sales	3,537	\$ 185,215.01	8,319,571
Connects / Disconnect fee Billed	13	\$ 302.00		Connects / Disconnect fee Billed	15	\$ 314.00	
Connects / Disconnect fee Paid	25	\$ 500.00		Connects / Disconnect fee Paid	30	\$ 614.00	
TOTAL WATER SALES REVENUE		\$ 209,781.56	9,402,588	TOTAL WATER SALES REVENUE		\$ 186,143.01	8,319,571
Total Consumption YTD	→→→→→	→→→→→	43,077,493	Total Consumption YTD	→→→→→	→→→→→	48,051,002
Sewer	3,361	\$ 43,184.14		Sewer	3,373	\$ 43,618.85	
TOTAL SEWER REVENUE		\$ 43,184.14		TOTAL SEWER REVENUE		\$ 43,618.85	
TOTAL WATER/SEWER REVENUE		\$ 252,965.70		TOTAL WATER/SEWER REVENUE		\$ 229,761.86	
INFORMATION ONLY				INFORMATION ONLY			
Fairmount Cemetery	2	\$ 7,179.84	418,969	Fairmount Cemetery	2	\$ 7,320.94	427,208
City Departments	52	\$ 15,266.91	820,448	City Departments	52	\$ 12,951.92	684,517
TOTAL CITY COST	54	\$ 22,446.75	1,239,417	TOTAL CITY COST	54	\$ 20,272.86	1,111,725
Garbage Billed	4,290	\$ 96,082.59		Garbage Billed	4,300	\$ 96,422.49	
Cardboard Run Billed	62	\$ 2,317.50		Cardboard Run Billed	58	\$ 2,214.50	
Rolloff charges billed thru U/B	24	\$ 10,847.50		Rolloff charges billed thru U/B	13	\$ 5,796.00	
Rolloff charges billed thru AR	34	\$ 16,268.50		Rolloff charges billed thru AR	0	\$ 11,633.50	
Landfill charges billed thru AR	0	\$ 9,579.00		Landfill charges billed thru AR	0	\$ 8,778.90	
Demos billed thru A/R	0	\$ -		Demos billed thru A/R	0	\$ -	
TOTAL GARBAGE BILLED	4,410	\$ 135,095.09		TOTAL GARBAGE BILLED	4,371	\$ 124,845.39	
Landfill / Transfer station / Prepaid Demos		\$ 5,719.70		Landfill / Transfer station / Prepaid Demos		\$ 5,563.10	
Rolloff charges prepaid at complex	0	\$ -		Rolloff charges prepaid at complex	1	\$ 462.00	
TR CON/DISC. Paid due to 2mos non pay		\$ -		TR CON/DISC. Paid due to 2mos non pay		\$ -	
TOTAL GARBAGE REVENUE		\$ 5,719.70		TOTAL GARBAGE REVENUE		\$ 6,025.10	
TOTAL TRASH		\$ 140,814.79		TOTAL TRASH		\$ 130,870.49	
STAGE 1 MANDATORY WATER USE GUIDELINES				STAGE 1 MANDATORY WATER USE GUIDELINES			

INFO FROM WA PERIOD BILLING SUMMARY

	BILLED	CONSUMP	AVE CONSUMP	CHARGES
CI - COM - IN TOWN	367	1,150,973		\$ 25,385.82
CIW - COM - IN WINTER READ	27	12,641		\$ 538.03
CO - COM - OUT TOWN	14	227,945		\$ 6,560.76
CWI - COM - CAR WASH - IN TOWN	4	87,758		\$ 1,568.29
GI - GOVT - IN TOWN	113	2,084,275		\$ 38,279.03
GIW - GOVT - IN WINTER READ	2	65,510		\$ 1,174.81
GO - GOVT - OUT TOWN	2	10,088		\$ 492.29
NI - NON PRF - IN TOWN	23	123,825		\$ 2,454.32
NO - NON PRF - OUT TOWN	1	39,910		\$ 1,410.45
RI - RESI - IN TOWN	2,830	5,341,064		\$ 120,619.71
RIW - RESI - IN WINTER READ	4	3,357		\$ 97.99
RO - RESI - OUT TOWN	126	255,242		\$ 10,398.06
	3,513	9,402,588		\$ 208,979.56
INFO FROM 61-340-344-3446				
CONNECTS & SERV BILLED - J/E	13			\$ 302.00
CONNECTS & SERV BILLED - C/R	25			\$ 500.00

INFO FROM MC PERIOD BILLING SUMMARY			
J/E	# Cust Billed	Total Charges	
WA CON BILLED	13	260.00	
WA DISC BILLED	3	42.00	
INFO FROM 61-340-344-3446			
C/R	# Cust Paid	Total Charges	
WA CON PAID	25	500.00	
WA DISC PAID			
			500.00

INFO FROM SW PERIOD BILLING SUMMARY

CI - COM IN TOWN	398			\$ 6,959.17
CO - COM - OUT TOWN	11			\$ 370.07
CWI - COM - CAR WASH - IN TOWN	4			\$ 606.62
GI - GOVT - IN TOWN	53			\$ 1,305.46
NI - NON PRF - IN TOWN	22			\$ 299.86
NO - NON PRF - OUT TOWN	1			\$ 22.64
RI - RESI - IN TOWN	2,815			\$ 30,891.04
RO - RESI - OUT TOWN	57			\$ 2,729.28
	3,361			\$ 43,184.14

INFO FROM TR PERIOD BILLING

SUMMARY

CI - COM - IN TOWN	637		\$	24,341.37
CO - COM - OUT TOWN	60		\$	3,600.50
GI - GOVT - IN TOWN	103		\$	4,782.75
NI - NON PRF - IN TOWN	24		\$	701.25
NO - NON PRF - OUT TOWN	1		\$	-
RI - RESI - IN TOWN	3,354		\$	59,539.07
RO - RESI - OUT TOWN	111		\$	3,014.40
	4,290		\$	95,979.34

INFO FROM CB PERIOD BILLING

SUMMARY

CI - COM - IN TOWN	55		\$	1,905.50
CO - COM - OUT TOWN	5		\$	231.75
GI - GOVT - IN TOWN	2		\$	180.25
	62		\$	2,317.50

TR33- Misc Charge & Adjustments (Report with rolloff billing)

*Extra Trash Pickup Billed				308.75	
*Extra Cardboard Pickup Billed				10,847.50	24
*Rolloffs Billed Thru Utility Billing					
*Trash Con/Disc billed due to 2mos nonpay					
*Extra Trash pickup or Rollup P/R done in Previous Month (August)					
*Other Trash/Rolloff billed/adjustments thru Utility Billing				(205.50)	Corrected bill
ADJUSTMENT GARBAGE (on MC page)	10,950.75		\$	10,950.75	

INFO FROM GL# 41-311-348-3482

ROLLOFFS BILLED THRU A/R	INV			16,268.50
ROLLOFFS PREPAID AT COMPLEX	C/R	34		
TRASH CON/DISC PAID DUE TO NONPAY	C/R			
PREPAID RES/COMM TUB USE	C/R			
				16,268.50

INFO FROM GL# 41-311-348-3484

LANDFILL CHARGES BILL THRU A/R	INV			9,579.00
LANDFILL/TRASH PREPAID AT COMPLEX	C/R	2		60.00
				9,639.00

INFO FROM 41-311-348-3498

LANDFILL FEES PAID AT THE GATE	350	\$	5,586.70
TRANSFER STATION FEE PAID AT GATE		\$	73.00
DEMOS PREPAID AT COMPLEX			
DEMOS BILLED THRU A/R	INV		
	350	\$	5,659.70

(-)JAR rolloff
billing reverse
(2,587.50)

13,681.00

9,579.00